
FIRST AMENDED
DECLARATION OF RESTRICTIONS
FOR
VILLA CANADA PROJECT

THE UNDERSIGNED owners of not less than seventy five percent (75%) of the lots located within that certain real property situated in the State of California, County of Los Angeles, described as follows:

Tract No. 27548, as per Map
recorded in Book 814, pages 42
to 44, inclusive, of Maps, in
the office of the County
Recorder of said County,

hereby covenants, agrees and declares that the property described above shall be held, sold, conveyed, hypothecated, encumbered leased, rented, used, occupied and improved subject to the following covenants, conditions, rights, reservations, limitations, liens, charges and restrictions, all of which are for the benefit of the entire property and each person having an interest therein, and the same and each of the same shall inure to and be binding upon each and every successive successor in interest of each person and the same and each of the same are hereby imposed upon said property. This First Amended Declaration of Restrictions shall replace and supersede the Declaration of Restrictions for Villa Canada Project Recorded in the Office of the County Recorder for Los Angeles County on 3/3/73, and Amendments there to, if any.

1. Definitions. The following terms used herein shall have the following meanings:

- (a) "Project" means all of the real property located within Tract No. 27548.
- (b) "Lot," means any one of lots numbered 1 to 51, inclusive, as described on said tract map.
- (c) "Residence" means a residential structure, including patio and garage, located on a lot.
- (d) "Common Areas" means the real property located within Lots 52 and 53 of Tract No. 27548.
- (e) "Owner" and "Owners" shall mean and refer to the record holder, whether one or more persons or entities of a fee simple title to any lot which is part of the project, but excluding those persons or entities having an interest merely as security for the performance of an obligation. If a lot is sold under a contract of sale and the contract is recorded, the purchaser, rather than the fee owner, will be considered the "Owner" from and after the date the Association receives written notice of the recorded contract.

- (f) "Association" means the Villa Canada Association, Inc., a California nonprofit corporation.
 - (g) "The Board" means the Board of Directors of the Association.
 - (h) "Member" means every person or entity who holds a membership in the Association.
 - (i) "Mortgage" and "Mortgagee" respectively include a deed of trust and beneficiary of a deed of trust.
 - (j) "Common Expenses" means and includes the actual and estimated expenses of operating the common area and any reasonable reserve for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the project documents. Common Expenses shall include, but shall not be limited to, hazard, liability and other insurance.
 - (k) "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating, and managing the property which is to be paid by each lot owner as determined by the Association.
 - (l) "By-Laws" shall mean or refer to the By-Laws of Villa Canada Association, Inc., as amended from time to time.
 - (m) "Project Documents" shall mean and refer to this Declaration, together with the other basic documents used to create and govern the project, including the Tract Map, Articles of Incorporation, and the By-Laws, but excluding unrecorded Rules and Regulations adopted by the Board or the Association, if any.
2. Common Areas. Each lot within the aforementioned Tract No. 27548 shall have appurtenant to it an easement over the common areas now or hereafter owned by the Association or its Members, for ingress and egress, and for use, occupancy, and enjoyment and where applicable for the construction, maintenance, and operation of utilities. The owner of each lot shall own an undivided 1/51 interest in the common areas. Ownership of such interest in the common areas shall be appurtenant to ownership of a lot and shall pass to any person acquiring an ownership interest in such lot (voluntarily or involuntarily), whether or not such interest is described in the instrument by which ownership of such lot was acquired. The owners shall permit the common areas to be managed and maintained by the Association as hereinafter provided and shall do nothing which conflicts or interferes with the Association's maintenance of the Common areas.
3. Powers, Rights and Duties of the Association.
- (a) The Association has been organized for the purpose of managing and maintaining the common areas and providing certain services to the owners. Each owner shall have a membership in the Association, and no person who is not an owner shall be a member of the Association.
- Membership shall be appurtenant to and map not be separated from ownership of any lot which is subject to assessment by the Association.

Ownership of such lot shall be the sole qualification for membership. However, no owner shall have more than one membership. No membership shall be issued for any lot owned by a person who is already a member of the Association until such lot is conveyed to a person who is not a member of the Association; and if a person who is already a member of the Association acquires any other lot or lots as to which a membership is outstanding, such membership shall be cancelled until the lot is conveyed to a person who is not then a member, at which time it shall be reissued.

At all meetings of members, each member, shall have one vote for each lot owned by such member on all matters presented to the membership for vote. In the event any lot is owned by two or more persons, whether by joint tenancy, in common or otherwise, the membership as to each lot shall be joint, and a single membership for each lot shall be joint, and a single membership for such lot shall be issued in the name of all and they shall designate to the Association in writing at the time of issuance one of their number who shall hold the membership and have the power to vote said membership.

Each membership in the Association shall be subject to the provisions hereof, and to the provisions of the Articles of Incorporation and By-Laws of the Association now in effect or hereafter duly adopted or amended.

No provision of the Association's By-Laws shall conflict with or be inconsistent with this Declaration of Restrictions, and in the event of a conflict between the By-Laws and this Declaration, the provisions hereof shall prevail.

The membership of the Association held by any owner of a lot shall not be transferred, pledged or alienated in any way, except (1) upon the sale of such lot and then only to the purchaser of such lot, and (2) such membership may be pledged to a lending institution as additional security for a real estate loan secured by a first deed of trust on the lot to which the membership is appurtenant. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

A mortgagee does not have membership rights until it obtains title to the lot through foreclosure or deed-in-lieu thereof.

No member may resign his membership.

(b) The Association shall have the following powers, rights and duties in addition to those adopted in its Articles of Incorporation or By-Laws not inconsistent herewith:

(1) To enforce the provisions of the Declaration of Restrictions and exercise all of the rights and duties conferred upon the Association elsewhere in this Declaration, provided that the Association shall not exercise its power to mortgage, encumber or otherwise dispose of the real or personal property of the Association unless such action has been approved by a 75% majority of the members of the Association at any meeting called for that purpose.

(2) To maintain and otherwise manage within the common areas including private streets, landscaping, slope planting, parking areas, walk areas, any recreational facilities, sanitary sewers, storm drains and drainage facilities, water, electricity, gas and telephone lines which constitute a part of the common areas including the power to contract and pay for gardening, utilities, materials, supplies and services related to said maintenance and management, to delegate its powers and to employ personnel necessary for the operation of the project, including legal and accounting services, provided that no management agent shall be employed without approval of a majority of the members of the association voting at a meeting of members called for that purpose.

(3) To maintain those portion of the exterior of the Residences, as set forth in subparagraph (d) of paragraph 6 hereof.

(4) To maintain and manage, if the Association so desires, rubbish removal from the project.

(5) To purchase and maintain, subject to the minimum requirements of paragraph 5 hereof, such fire, casualty, liability, workmen's compensation, fidelity bond and other insurance insuring the owners and/or Association as their interest may appear, as the Association shall deem advisable.

(6) To pay taxes and special assessments which would be a lien upon the entire project or common areas, and to discharge any lien levied against the entire project or the common areas.

(7) To levy assessments, and to perfect and enforce liens as hereinafter provided.

(8) To adopt reasonable rules and regulations, not inconsistent with this Declaration, relating to the use of the common and all facilities thereon and the conduct of Owners and their tenants and guests with respect to the Project and other Owners, including reasonable enforcement of same by fines, suspension of rights or privileges.

4. Assessments and Liens.

(a) Each owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such Deed, covenants and agrees to and each lot shall be subject to assessments for such lot's pro rata share of:

- (1) The actual cost of all maintenance and repairs, taxes, insurance and other expenses incurred by the Association in connection with its maintenance and management of the project;
- (2) Such sums as the Board of Directors of the Association shall determine to be reasonable and prudent for the establishment and maintenance of a reserve for the payment of the aforesaid expenditures of the Association; and
- (3) Such additional sums as the Board shall determine to be necessary to meet the specific and primary purpose of the Association, subject to subparagraph (b) hereof.

(b) The assessment for each lot shall be determined by the Board by dividing the number of lots into the total amount the Board determines must be collected for the purpose described in subparagraph (a) hereof. Invoices for such assessment shall be submitted to the owners monthly or at such other regular intervals as may be fixed by the Association, and the amount of such assessments may be modified by the Board as set forth in subparagraph (b) hereof, or by the vote of seventy-five percent (75%) of the votes cast by members of the Association at any meeting called for that purpose.

Cc) The Board may impose a regular assessment which is not more than 20 percent greater than the regular assessment for the Association's preceding fiscal year or impose a special assessment which in the aggregate exceeds five percent (5%) of the budgeted gross expense of the Association for that fiscal year. The Board may impose a regular assessment that is more than 20 percent (20%) greater than the regular assessment for the Association's preceding fiscal year or impose a special assessment in excess of five percent (5%) of the budgeted gross expense for the fiscal year, only by an affirmative vote of 50 percent (50%) of the votes cast by Members of the Association at any meeting called for that purpose. This subparagraph shall not limit assessment increases necessary for emergency situations, as provided by California law.

The assessment for each lot shall be determined by the Board by dividing the number of lots into the total amount the Board determines must be collected for the purpose described in subparagraph (a) hereof. Invoices for such assessments shall be submitted to the owners monthly or at such other regular intervals as may be fixed by the Association, and the amount of such assessments may be modified by the Board, as set forth in this subparagraph, or by the vote of fifty percent (50%) of the votes cast by members of the Association at any meeting called for that purpose.

The assessment for each lot shall commence on the first day of the month following completion of construction of the residence and final inspection approval by the appropriate governmental agencies, or one year after the conveyance of the first lot in the project to a purchaser, whichever is earlier.

(d) Each owner shall pay all assessments levied upon his lot (whether pursuant to this paragraph or any other paragraph hereof) to the Association within fifteen (15) days of the mailing or delivery of an invoice for the same to the owner. The Association may, in addition to such assessments,

charge and assess reasonable costs (including reasonable attorney's fees) and penalties and interest for the late payment or nonpayment thereof.

(e) The assessments referred to in subparagraph (b) of this paragraph (including late or nonpayment charges) shall, if not paid within thirty (30) days from the date said assessments are due, become a lien upon the lot to which it is assessed, and shall continue to be such a lien until fully paid, subject to the following conditions:

- (1) Such lien shall become effective against any such lot only upon execution by an authorized representative of the Association of a lien and the recordation thereof in the office of the County Recorder of Los Angeles County, California.
- (2) Said lien must recite a good and sufficient legal description of any such lot, the name and the nature of the interest of the owner, or reputed owner, the amount claimed and the name and address of the claimant;
- (3) Any action brought to foreclose such lien must be commenced within one (1) year following such recordation, provided that said one (1) year period may be extended by the Association for not to exceed one (1) additional year by recording a written extension thereof executed by an officer of the Association;
- (4) Any such claim or lien shall not defeat nor render invalid nor be prior or superior to the lien of any mortgage or deed of trust affecting any such lot, made in good faith and for value and recorded in the office of said County Recorder prior to the recordation of any such claim or lien, and any such claim or lien shall be subordinate and subject to the lien of any such prior recorded mortgage or deed of trust; and
- (5) Upon the payment of said assessment and charges in connection with which such lien has been recorded, or other satisfaction thereof, the Association shall cause to be recorded further instrument stating the satisfaction thereof and the release of the lien thereof.

(f) The Association is hereby vested with the right and power to bring, at its option, any and all actions against such owners for the collection of the assessments referred to in subparagraph (c) of this paragraph which are not paid when due and to enforce the aforesaid lien by any and all methods available for the enforcement of contractual obligations or liens, including without limitation, the right to bring a personal action against the owner on such debt, the right to foreclose such lien in a method provided by law for foreclose such lien in a method provided by law for foreclosure of a mortgage, and the right to sell by public or private sale the owner's interest in the lot, which may be enforced by the Association, its attorney or other persons authorized to bring such action or make such sale. A sale of an owner's interest may be conducted in accordance with the provisions of Sections 2924, et. seq. of the Civil Code of California (or any similar statutory provisions that may hereafter exist) applicable to the exercise of powers of sale in mortgages and deeds of trust, or by any other means permitted by law, including judicial foreclosure. The Association shall have

the power to bid in the property sold in its own name and to hold, lease mortgage and convey the same for the benefit of all the owners. All rights and remedies shall not constitute a waiver or election preventing the use of other rights or remedies. In addition to the costs and attorney's fees hereinabove provided for, the Association shall be entitled to collect from such defaulting owner reasonable attorney's fees, costs and expenses incurred in connection with any legal action commenced for the purpose of collecting said assessments and/or enforcing said lien.

5. Insurance. The Association, for the benefit of the lots and owners, shall acquire:

- (a) A policy of policies of insurance for the full insurable replacement value of all of the residences in the project as originally constructed and all improvements located on the common areas in the project, for the interest of and naming as insurers all of the owners and the Association, as their interest may appear. Such insurance shall provide coverage against the perils of fire, extended coverage, vandalism, malicious mischief, as minimum requirements, which policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each lot, if any. Said policy or policies shall provide for thirty (30) days' notice of cancellation to such mortgagee or mortgagees or such other notification as may be required by the mortgagee or mortgagees. For the purpose of this subparagraph, the Association is the agent, coupled with an interest, of all the owners.
- (b) A policy insuring the Association and the owners against any liability, to the public or to the owners, or their invitees or tenants, incident to the ownership or use of the project. Limits of liability under such policy or policies of insurance shall not be less than a combined limit of One Million Dollars (\$1,000,000.00) Said policy or policies shall provide cross liability endorsement wherein the rights of named insurers under the policy or policies shall not be prejudiced as respects his/her or their action against another named insured.
- (c) Workmen's compensation insurance, including employer's liability insurance, to the extent necessary to comply with any applicable laws.
- (d) A fidelity bond naming all persons who handle or have access to funds of the Association as principals and the Association as obligee, in an amount which is annually at least one-half (~) of the assessment levied under paragraph 4(a) hereof for the prior year.
- (e) Officers and Directors Liability Insurance.
- (f) Such other insurance as the Board, in its discretion, considers necessary or advisable.

6. Maintenance and Repairs.

- (a) General. Notwithstanding that the placing, carrying and maintaining in force of insurance against loss, damage and destruction is provided for in this Declaration, the Association and the owners shall have the

affirmative obligation for maintenance, repair and restoration as set forth in this paragraph.

- (b) Maintenance and Repair of Common Areas and Slope Planting. The Association shall maintain in good condition in accordance with item 3(b)2 herein: (1) the common areas, including all landscaping and plantings on slopes located thereon, and (2) planting on slopes located on lots and recover the cost of such maintenance from the assessments provided for in subparagraph (a) of paragraph 4 hereof. In the event that any common areas or any part or portion thereof be damaged or destroyed by any cause, the Association shall repair the same, and to the extent that the cost of such repairs is not recovered by insurance proceeds, it shall be included in the assessments referred to in subparagraph (a) of paragraph 4 hereof.
- (c) Maintenance of Interiors of Residences and Other Individually-Owned Areas. Each owner shall maintain, at his own cost and expense, the interior and the doors and windows of his residence, and any atrium, patio areas and other areas located within his lot, and all fixtures, fences, appliances and appurtenances therein or thereon in good order and repair and shall not do or permit or suffer anything to be done in such residence or on such lot which will or may have a tendency to decrease the attractiveness or value of the other lots in the project.
- (d) Maintenance and Repair of Exteriors of Residences. The Association shall maintain the exteriors (including roofs but excluding doors and windows) of the residences in good repair and recover the cost of such maintenance from the assessments provided for in subparagraph (a) of paragraph 4 hereof. The repair of damage to the exteriors of residences from causes other than normal wear and tear shall be the responsibility of the owner of such residence.
- 7. Architectural control. No additions, alterations, repairs or restorations to the exterior or structural portions of any residence nor changes in or additions of fences, hedges, patio covers, carports, garages, awnings, walls and other structures with a lot shall be commenced, erected or maintained by any person, until the plans and specifications showing the nature, kind, shape, height, material, color, location and approximate cost of the same shall have been submitted to and approved in writing as to conformity and harmony of external color, design and location with existing structures, its effect on neighbors and the community at large, as well as in the project by the Board of Directors, If (1) the Association or designated representative fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been fully complied with. Plans and specifications shall be submitted by personal delivery to the Association and the owner's receipt of a signed and dated acknowledgement of receipt from the Association
- 8. Waiver of Partition. During the term hereof, no owner shall sever his ownership interest in a lot or any portion of a lot from his ownership interest in the common areas. The owners and all other persons having an interest in the project shall have no right or cause of action for

a judicial partition of the project or the common areas or any part thereof during the term hereof, provided, however, that a partition of the project, including all lots, shall be permitted if (1) three years after damage or destruction to the project which renders a material part thereof unfit for its prior use, the project has not been rebuilt or repaired substantially to its state prior to its damage or destruction, or (2) three-fourths or more of the project has been destroyed or substantially damaged, and owners holding in aggregate more than a fifty percent (50%) interest in the common areas are opposed to repair or restoration of the project. Nothing in this paragraph shall prohibit co-ownership of a lot.

9. Party Walls. The rights and duties of the owners with respect to party walls shall be as follows:
- (a) Each wall which is constructed as a part of a residence and any part of which is placed on the dividing line between residences shall constitute a party wall, and with respect to such wall, each of the adjoining owners shall assume the burdens and be entitled to the benefits of this Declaration of Restrictions, and to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.
 - (b) In the event any such part wall is damaged or destroyed through the act of one adjoining owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining owner of the full use and enjoyment of such wall, then the first of the aforementioned owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed, without costs to the adjoining owner.
 - (c) In the event any such party wall is damaged or destroyed by some cause (including ordinary wear and tear and deterioration from lapse of time), other than the act of one of the adjoining owners, his agents, guests or family, both such adjoining owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed, at their joint and equal expense.
 - (d) In addition to meeting the other requirements of this Declaration of Restrictions and of any building code or similar regulation or ordinance, any owner proposing to modify, make additions to or rebuild his residence in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining owner.
 - (e) In the event of dispute between owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, upon written request of one of such owners addressed to the Association, the matter shall be submitted to binding arbitration by the Association or its designated representative.
 - (f) The provisions of this paragraph shall remain in full force and effect until modified or abrogated as to any particular party wall by the agreement of all persons that have an interest therein.

- (g) Upon failure of any owner required hereby to pay for the rebuilding or repair of a party wall for a period of sixty (60) days, the Association may pay the costs thereof and assess such cost to the responsible party.
10. Easements. There are hereby specifically reserved for the benefit of the Association, for the owners in common, and for each owner severally, as their respective interests shall obtain, the easements, reciprocal negative easements, secondary easements and rights of way as are particularly identified in this paragraph.
- (a) There is reserved for the benefit of each lot, and the owner thereof, as dominant tenement:
- (1) A nonexclusive easement for utility services, including reasonable maintenance thereof, and the drainage of surface waters at reasonable places over, under and through the project and each other lot, as the servient tenement.
 - (2) A nonexclusive easement for the use and enjoyment of and for ingress and egress to and from each lot, over and through common areas.
 - (3) An easement for encroachment, occupancy and use of such portion of the project and other lots, jointly as the servient tenement, as shall be encroached upon, and occupied by the residence located within the lot which is the dominant tenement, as a result of any alluvian, accretion, erosion, subsidence, landslide or collapse, deterioration, decay, constructions errors, portions or residences (including without limitation roof overhangs, foundations and party walls) which encroach upon other lots or the common areas, movement or subsidence of building or structures, or any portion thereof. The easement of encroachment here reserved shall continue notwithstanding that the encroachment may be cured by repair and restoration of structure as provided in the paragraph 6 hereof.
- (b) There is reserved to the Association, its agents and servants, and easement in gross of which the common areas and all lots shall be jointly the servient tenement, an easement of entry and of access for the installation and maintenance of sewers and storm drains and drainage facilities, utility lines, which are party of the common areas, utility meter boxes, landscaping and maintenance of common areas, maintenance of the exteriors of residences and slope plantings located on the lots, and for the performance generally of its rights and duties as provided in the Declaration of Restrictions.
11. Use of Property.
- (a) The project is hereby restricted to residential use. All building or structures erected upon the project shall be of new construction, and no buildings or structures shall be moved from other locations onto the project. No building, structures, house trailers, tents or similar objects shall be erected or placed, temporarily or permanently, on any lot or on the common areas other than the buildings originally

constructed on lots or replacements of such buildings, and structures appurtenant to such buildings. No trucks, vans, campers or camping trailers or motor homes shall be parked or placed temporarily or otherwise on the common areas, or on any lot (other than in the garage originally constructed on such lot), except for a reasonable period for loading or unloading of such vehicles.

- (b) No animals of any kind shall be raised, bred or kept on the project, except that, subject to the provisions of subparagraph (d) hereof, dogs, cats or other household pets may be kept, providing that they are not kept, bred or maintained for any commercial purpose.
 - (c) No advertising signs (except one of not more than five (5) square feet "For Rent" or "for Sale" sign placed within a residence located on a lot and not on the common areas), billboards unsightly object, unsightly appearance or nuisance shall be erected, placed or permitted to remain in the project, nor shall the project be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner or any lot. Further, no business activities of any kind whatsoever shall be conducted in any building or in any portion of the project.
 - (d) No obnoxious or offensive activity shall be carried on upon or within any portion of the project, nor shall anything be done thereon which may or may ~become an annoyance or a nuisance to the neighborhood.
 - (e) All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring lots and streets. All rubbish, trash or garbage shall be regularly removed from the project and shall not be allowed to accumulate thereon.
 - (f) No vehicles shall be parked at any time in red zones on Godbey Drive except for maintenance, moving and construction work or loading and unloading for such work.
12. Enforcement of Restrictions. After the date on which this instrument has been recorded, these covenants, conditions, rights, reservations, limitations, liens, charges and restrictions may be enforced by any and all of the available legal remedies, including, but not limited to, injunction, declaratory relief and action to abate a nuisance (1) by the Association which shall have the right and duty to enforce the same and expend assessment funds in pursuance thereof, and/or (2) by any one or more owners, except that no such owner shall have the right independently of the Association to enforce any lien or charge created herein.
13. Mortgage Protection. No breach of this Declaration of Restrictions or any right of entry by reason thereof or the enforcement .of any lien provided for herein, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and. for value. However, each and all of the provisions hereof shall be binding upon and effective against any owner whose title thereto is acquired through trustee's sale, foreclosure or deed in lieu of foreclosure, or otherwise, except that said purchaser who acquires title in such manner

shall take title to said lot free of the lien hereof for all said charges pursuant to paragraph 4 that have accrued up to the time of trustee's sale, foreclosure or deed in lieu of foreclosure, but subject to lien thereof for all said charges that shall accrue subsequent thereto. The breach of any of the provisions hereof may be enjoined, abated or reviewed by appropriate proceeding, notwithstanding the lien or existence of any such mortgage of trust.

14. Amendment. This Declaration of Restrictions may be amended only by the affirmative vote, in person or by proxy, or written consent of members representing not less than seventy-five percent (75%) of the total voting power of the Association. Any amendment must be certified in writing, executed and acknowledged by the President, and recorded in the Office of the County recorder of Los Angeles County. The recorded amendment must verify that the requisite percentage of membership approval has been received.
15. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development and operation of the project. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.
16. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
17. Term of Restrictions. This Declaration of Restrictions shall remain in full force and effect for a period of thirty-five (35) years from the date hereof. Thereafter, they shall be deemed to have renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged by owners holding in aggregate not less than a three-quarters (3/4) interest in the common areas, which said instrument shall be recorded in the office of the recorder of Los Angeles County, California, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten (10) year extension.

IN WITNESS WHEREOF, this First Amendment to the Declaration is executed by the President of the Association.

VILLA CANADA PROJECT

BY: Roberta L. Colgan
President, Villa Canada
Association, Inc.

I hereby certify and declare, under penalty of perjury, that the foregoing Amendment has been approved by the percentage of owners required by the Declaration, and that the Association has complied with procedures for amendment required by California Civil Code Section 1355.

Executed at _____, on the _____ day of _____, 1992.

VILLA CANADA

BY: Roberta L. Colgan
President, Villa Canada
Association, Inc.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

D. Wilkins Agent
WITNESS

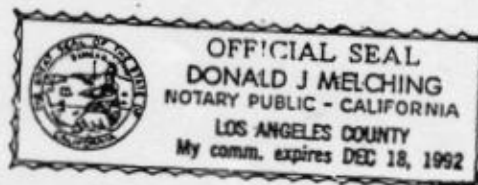
Donalea Bauer Agent
WITNESS

On April 6, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared Donalea Bauer, known to me to be the person whose name is subscribed to the within Instrument as a Witness thereto, who being by me duly sworn, deposed and said:

That he resides in Walnut, and that Roberta L. Colgan and Denis Wilkins (personally known to him to be the President and Agent respectively of Villa Canada the corporation, described in, the name of which is subscribed to, and which executed the within Instrument as a party thereto) executed the same on behalf of said corporation as such officer/officers thereof and subscribed his name/their names thereto in his sight and presence and duly acknowledged in the presence and hearing of affiant that said corporation executed the same and that he/they signed the same on behalf of said corporation and such officer/officers thereof and that said affiant thereupon and at the request of said officer/officers and in behalf of said corporation subscribed his name as a Witness thereto.
WITNESS my hand and official seal.

SIGNATURE

Name (printed or typed)



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