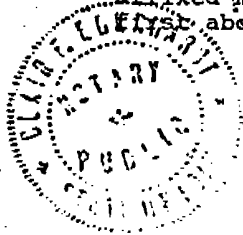


STATE OF IDAHO)
) ss.
County of Ada)

On this 25 day of January, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM D. TATE and FRED L. KOPKE, President and Secretary, respectively, of TRIANGLE DEVELOPMENT COMPANY, an Idaho corporation, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



Clarence A. Mast
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA, Prater, Coche, Wapinitia & Sammamish
Filed for record at the request of Clarence A. Mast
59 Min. Book 3 of Book 1 M. this 27th day of Feb 1976.
CLARENCE A. MAST, Recorder
Clarence A. Mast
7-10-76



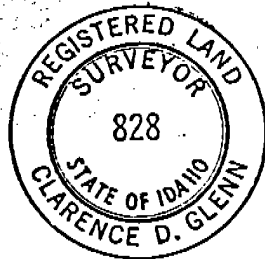
7626163

AFFIDAVIT

I, Clarence D. Glenn, a registered land surveyor in the State of Idaho, Certificate No. 828, filed a plat for Lakewood Unit No. 3 in Book 38 of Plats at page 3184 of the official record of Ada County, Idaho.

In Block 6, the common area for Lots 1 through 8 was not identified by a lot number.

The area in Block 6 lying outside of Lots 1 through 8 comprising the common area should be designated as Lot 9.

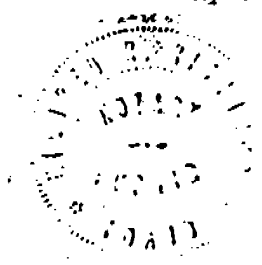


Clarence D. Glenn
Clarence D. Glenn
Certificate No. 828

July 6, 1976
Date

Subscribed and sworn to before me this 6th day of July, 1976.

My commission expires: 4-9-78 *Richard L. Richards*
Notary Public



Ada County, Idaho, ss.
Request of
Clarence D. Glenn
TIME 4:23 P.M.
DATE 7-2-76
CLARENCE A. RICHARDSON
NOTARY PUBLIC

100 By *[Signature]*

DATED This 12th day of MARCH, 1976.

TRIANGLE DEVELOPMENT COMPANY

By: William D. Tate
President

ATTEST:

Fred L. Kopke
Secretary
STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of MARCH, 1976, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM D. TATE and FRED L. KOPKE, the President and Secretary, respectively, of TRIANGLE DEVELOPMENT COMPANY, an Idaho corporation, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for Idaho
Residing at Boise, Idaho

Ada County, Idaho ss.
Request of
Randall E. Fredrickson
TIME 4:42 P. M.
DATE 4-5-76
CLARENCE A. PLANTING
RECORDER

By [Signature]
2.00

7606580

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LAKEWOOD - UNIT NO. 3, A SUBDIVISION

WHEREAS, TRIANGLE DEVELOPMENT COMPANY as Declarant did heretofore on the 23rd day of January, 1976, file for record the Declaration of Covenants, Conditions and Restrictions for Lakewood - Unit No. 3, a subdivision, as Instrument No. 7602979 in the Office of the County Recorder of Ada County, Idaho; and

WHEREAS, there was an error in description contained therein, and by this Amendment said error in description is to be corrected.

NOW, THEREFORE, TRIANGLE DEVELOPMENT COMPANY as the Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions for Lakewood, Unit No. 3, a subdivision, by amending the description contained therein to read as follows:

"Lakewood - Unit No. 3, a subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, as Instrument No. 7602978 in Book 38 of Plats at page 3184 thereof;

EXCEPTING THEREFROM, Block 6 of said Lakewood - Unit No. 3, a subdivision."

Except as hereby amended, said Declaration of Covenants, Conditions and Restrictions for Lakewood - Unit No. 3, a subdivision, heretofore filed as Instrument No. 7602979 in the Office of the County Recorder of Ada County, Idaho, is in all other respects in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Owner of not less than ninety percent (90%) of the Lots in Lakewood - Unit No. 3, a subdivision, has hereunto set its hand and seal this 23rd day of February, 1976.

TRIANGLE DEVELOPMENT COMPANY

By: [Signature]
President

ATTEST:

[Signature]
Secretary

7612483

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BLOCK 6, LAKEWOOD - UNIT NO. 3, A SUBDIVISION

NOTICE IS HEREBY GIVEN That the Declaration of Covenants, Conditions and Restrictions heretofore filed in the office of the County Recorder of Ada County, Idaho, as Instrument No. 7500504 with reference to Lakewood - Unit No. 2, a subdivision, are hereby adopted as the covenants, conditions and restrictions on Block 6 of Lakewood - Unit No. 3, a subdivision, and are applicable thereto as fully and completely as if said Block 6 of Lakewood - Unit No. 3, a subdivision, had been originally incorporated in the lands described in said Declaration of Covenants, Conditions and Restrictions for Lakewood - Unit No. 2, a subdivision, of record in the office of the County Recorder of Ada County, Idaho, as Instrument No. 7500504.

The undersigned, TRIANGLE DEVELOPMENT COMPANY, does hereby declare that it is the owner of Block 6 of Lakewood - Unit No. 3, a subdivision, and has hereby adopted the covenants, conditions and restrictions on Lakewood - Unit No. 2, a subdivision, as the covenants, conditions and restrictions now applicable to Block 6 of Lakewood - Unit No. 3, a subdivision.

Instrument #7602979
Book 38/3184-85
Dated: 1/9/76
Recorded: 1/23/76

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEWOOD-
UNIT NO. 3, A SUBDIVISION

This Declaration, Made on the date hereinafter set forth by TRIANGLE DEVELOPMENT COMPANY, an Idaho corporation, hereinafter referred to as "Declarant"; WITNESSETH:

Whereas, Declarant is the owner of certain real property situate in Boise, County of Ada, State of Idaho, which is more particularly described as: Lakewood-Unit No. 3, a subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho;

EXCEPTING THEREFROM, a parcel of land located in the Southeast Quarter of the Southeast Quarter of Section 23, Township 3 North, Range 2 East, Boise Meridian, more particularly described as follows:

Beginning at the Southeast corner of said Section 23; thence North 84°59'43" West 572.33 feet to the real point of beginning; thence North 89°58'06" West 158.04 feet; thence North 00°01'54" East 120.77 feet; thence 103.56 feet along a curve left having a radius of 195.01 feet and whose chord bears North 15°10'25" West a distance of 102.34 feet; thence North 29°41'42" West 80.01 feet; thence North 60°18'18" East 156.61 feet; thence South 25°11'42" East 165.72 feet; thence South 04°41'42" East 217.49 feet, returning to the real point of beginning; said parcel containing 1.194 acres.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to LAKEWOOD UNIT NO. 3 HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Properties above described, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Block 3 of Lakewood - Unit No. 3, a subdivision, Ada County, Idaho.

Section 5. "Lot" shall mean and refer to any plat of land shown upon the recorded subdivision map of the Properties hereinbefore described with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to TRIANGLE DEVELOPMENT COMPANY, its successors and assigns if such successors or assigns should acquire more than one (1) undeveloped Lot from Declarant for the purpose of development.

ARTICLE II
BUILDINGS AND IMPROVEMENTS

Section 1. Building Restrictions and Type of Buildings. Each residential lot shall be restricted to Single Family Dwellings, and no structure shall be erected upon any residential lot or building site other than residential dwellings which shall exceed two(2) stories in height. All buildings shall be of frame, stone, brick, concrete or block construction and, if other than brick or stone, shall be finished, painted and kept in good repair, and said property shall be used in such manner as to be inoffensive to any other property owners thereof.

Section 2. Minimum Building Size. All residential buildings erected upon said property shall have a floor area required by a majority of the committee established in accordance with the provisions of Section VI hereof; PROVIDED, HOWEVER, that in no event shall the required area be less than one thousand (1,000) square feet of ground floor area in the case of a one- (1-) story house, nor less than eight hundred (800) square feet of first floor area in the case of a two- (2-) story or split level house, exclusive of garage, carports, patios, breezeways, storage rooms, porches and similar structures.

Section 3. Building Location. Unless otherwise specifically approved in writing by a majority of the Architectural Control Committee, as provided for in Section VI hereof, no dwelling house or garage or any part thereof or any other structure (exclusive of fences and similar structures), shall be placed nearer than twenty (20) feet to the front or twenty (20) feet to the rear of the building site on which it is located. No building foundation or walls shall be erected nearer than five (5) feet to any side lot line, and upon corner lots all buildings shall be at least twenty (20) feet from the side street line; this provision shall also apply to garages or other buildings located on the rear quarter of any lot except corner lots. For the purpose of this covenant, eaves, steps, chimneys and gutters shall not be considered as a part of the building; PROVIDED, HOWEVER, that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the building or any site to encroach upon any other site. Open porches shall not be considered as a part of the building, but any open porch which would extend beyond the building lines as herein established shall, prior to construction, require the approval of the Architectural Control Committee. Where it is architecturally possible, it is recommended that all garages be incorporated in and made a part of the dwelling house.

Section 4. Building Site. A building site shall consist of at least one (1) of the residence lots as platted in said plat and as described in a deed or conveyance, or a parcel composed of such residence lots or portions thereof, the depth and frontage of which parcel shall equal or exceed the depth and frontage of the residence lots as platted in the same block, with a minimum of seven thousand (7,000) square feet of area and seventy (70) feet of frontage at the building set-back line.

Section 5. Moving of Buildings - Construction of Outbuildings. No buildings or structures shall be moved onto said real property from any land outside of said plat except a new prefabricated structure of a type and design approved by the Architectural Control Committee. No trailer houses shall be parked in any street or within building setback lines. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small building or permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling.

Section 6. Prosecution of Construction Work. The construction of the dwelling and associated structures shall be prosecuted diligently and continuously from time of commencement thereof until such dwelling and associated structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within six (6) months from the date of commencement of construction, unless prevented by causes beyond the control of the owner or builder and only for such time as that cause continues.

Section 7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining quarrying or mining operations of any kind shall be permitted upon or in a lot or tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or tract.

Section 8. Excavation, Defacing of Landscape, Ditches. No excavation for stone, sand, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary in connection with the erection of an improved structure thereon. No irrigation drain or waste water shall be permitted to flow in open ditches to or on any Lot or tract in said subdivision and may be transmitted only as follows:

- (a) Ditches, if any, to be carried at sufficient depth underground so as not to interfere with the use of such ground;
- (b) Ditches, if any, to be carried in a sealed underground conduit;
- (c) Ditches, if any, to be located only within easement or street right-of-way lines as shown on the plat of said subdivision; and
- (d) The cost of constructing such ditches, if any, shall be paid by the parties installing the same. Owners of said subdivision are under no obligation to deliver water or furnish rights-of-way to any of the Lots or tracts of this subdivision.

Section 9. Unsightly Structures or Equipment. No unsightliness shall be permitted on any lot. Without limiting the generality of the foregoing, all unsightly facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from view. Trailers, mobile homes, boats, tractors, vehicles other than automobiles, snow removal equipment, campers, golf carts or garden or maintenance equipment shall at all times, except when in actual use, be kept in an enclosed structure or screened from view in a manner approved by the Architectural Control Committee. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure or appropriately screened from view, except when necessarily placed for pickup by garbage removal facilities. Storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrubs, or tree clippings or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Lot or tract unless appropriately screened as approved by the Architectural Control Committee.

Section 10. Working Vehicles and Trailers. No working or commercial vehicles of three-quarter (3/4) ton or greater or any trailer shall be regularly or as a matter of practice be parked on any lot unless properly screened or garaged and shall not be parked on any street adjacent to the property.

Section 11. Material Storage. No building material of any kind shall be placed or stored upon a building site until the grantee or builder is ready and able to commence construction, and then such material shall be placed within the property lines of the building site upon which the structure is to be erected. The Architectural Control Committee and/or Association, through its agents, shall have the right to enter upon any vacant building site for the purpose of burning or removing weeds, brush, growth or refuse.

Section 12. Fences - Hedges. No fence, hedge or boundary wall situated anywhere upon any building site shall have a height greater than five feet (5') or such other lesser heights as the undersigned Owner may specify above the finished graded surface of the ground upon which such fence, hedge or wall is situated. No fence, wall, hedge or shrub planting with an elevation above three feet (3') shall be permitted in front of building setback requirements without special written consent of the Architectural Control Committee. No fence, wall, hedge or shrub planting which obstructs sight lines at an elevation between four (4) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 13. Noxious Use of Property - Spite Fences. No portion of the Common Area, residential lot or building site or any structure thereon shall be used for the conduct of any trade or business or the conduct of any business or professional activities, and noxious or undesirable acts, or undesirable use of any portion of the real property is prohibited and shall not be permitted or maintained; PROVIDED, HOWEVER, the undersigned, its officers and agents, may maintain on a residence lot owned by them an office for the purpose of the development, construction and sale of the Lots in said Lakewood - Unit No. 3, a subdivision, or immediate or adjacent subdivisions which will be developed and improved in the overall plan of the undersigned for the area involved, which Lakewood - Unit No. 3, a subdivision, is a portion thereof.

Section 14. Billboards - Signs. No sign of any kind shall be displayed to the public view on the Common Area or on any residential lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property, during the construction and sales period.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purpose, and no dogs or cats in excess of two (2) shall be kept by any residential householder, nor shall any such domesticated animals be kept which unreasonably bother or constitute a nuisance to other owners of other residential lots

Section 16. Exterior Antennas. No outside television antennas or radio aerials shall be installed on any residential lot or the exterior of any residence.

Section 17. Control of Exterior Walls, Roofs, Etc. The Architectural Control Committee shall have the right to control the texture, design and color scheme of the outside walls, roofs and patio roofs and to require basic front-yard landscaping. Owner shall not repaint the outside walls thereof without first obtaining approval of the Architectural Control Committee as to color. All patio roofs shall be of uniform design and color.

ARTICLE III PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and the facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of Voting membership: Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one(1) vote be cast with respect to any Lot.

Class B: Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on July 1, 1980.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and After January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year PROVIDED that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than (60) days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstructing, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, PROVIDED that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be

held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both the annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments, as provided for herein, shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI ARCHITECTURAL CONTROL

The Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of Lakewood - Unit No. 3 Homeowner's Association, Inc. A majority of the Architectural Control Committee may designate a representative to act for it. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to these Covenants. No member of said committee, duly appointed or elected, shall incur liability by reason of any act or omission in exercising the duties herein established for such committee.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties hereinbefore described, nor shall any exterior addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, materials, shape, height and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. In the event said committee or its duly designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it in writing, approval will not be required, and this Article will be deemed to have been fully complied with.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of January, 1976.

TRIANGLE DEVELOPMENT COMPANY

Notorized.