



**FIFTH AMENDMENT TO DEDICATION AND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
LAKE POINTE, SECTION I**

Pursuant to the provisions of Article XIV of the Dedication and Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section I, as recorded in Plat Record 46, pages 51-64 as Document Number 85-004972 in the offices of the Allen County Recorder, Lake Pointe Home Owners Association, Inc. and the Owners of at least 75% of the Lots contained in Lake Pointe Section I make the following amendments, changes, alternations, and modifications to the Dedication and Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section I:

1. Paragraph (a) of Article V, Section 8, which presently reads as follows:

- (a) After the applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the owners, except in the following cases such approval shall not be necessary.
- (i) contracts for replacing or restoring portions of the Common Properties damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
 - (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and
 - (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

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JOHN MCGAULEY

ALLEN COUNTY RECORDER

FORT WAYNE, IN

is hereby deleted in its entirety and replaced with the following:

- (a) After the applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00 without obtaining the prior approval of a majority of the owners, except in the following cases such approval shall not be necessary.
- (i) contracts for replacing or restoring portions of the Common Properties damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
 - (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

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ADDITIONS OFFICE
OFFICE OF THE ALLEN COUNTY RECORDER
FIVE FORT WAYNE, IN 46802

- (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners

Any provisions in the Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section I that are inconsistent with the foregoing amendment are deemed to be modified to confirm herewith.

IN WITNESS WHEREOF, the undersigned Officers of Lake Pointe Homeowners Association, Inc. have set their hands and seals this 17th day of October, 2013.

LAKE POINTE HOMEOWNERS,
ASSOCIATION, INC.

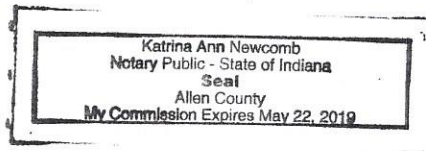
By: Nedrick N. Miller
President, NEDRICK N. MILLER

Attest: Kathleen Kearns
Secretary, Kathleen Kearns

STATE OF INDIANA)

)SS:

COUNTY OF ALLEN)



Subscribed and sworn to before me, the undersigned, a Notary Public in and for said County and State this 17th day of October, 2013 personally appeared Nedrick N. Miller and Kathleen Kearns, the President and Secretary respectfully of Lake Pointe Homeowner's Association, Inc., known to me to be such Officers, and acknowledge the execution of the above and foregoing instruction for and on behalf of said Corporation and by its authority. Witness my hand and seal.

Dated this 17th day of October, 2013.

My Commission Expires:

May 22, 2019

Katrina Newcomb
Katrina Newcomb, Notary Public
Resident of Allen County, Indiana

This instrument was prepared by: Carrie Hawk Gutman, Attorney at Law, Attorney I.D. No. 18689-02.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Carrie Hawk Gutman.

Mail to: Hawk Haynie Kammeyer, LLP, 116 East Berry Street, Lincoln Tower, Suite 302, Fort Wayne, IN 46802.



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**FIFTH AMENDMENT TO DEDICATION AND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
LAKE POINTE, SECTION II**

Pursuant to the provisions of Article XIV of the Dedication and Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section II, as recorded in Plat Record 46, pages 51-64 as Document Number 85-27460 in the offices of the Allen County Recorder, Lake Pointe Home Owners Association, Inc. and the Owners of at least 75% of the Lots contained in Lake Pointe Section II make the following amendments, changes, alternations, and modifications to the Dedication and Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section II:

1. Paragraph (a) of Article V, Section 8, which presently reads as follows:

- (a) After the applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the owners, except in the following cases such approval shall not be necessary.
 - (i) contracts for replacing or restoring portions of the Common Properties damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
 - (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and
 - (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

is hereby deleted in its entirety and replaced with the following:

- (a) After the applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00 without obtaining the prior approval of a majority of the owners, except in the following cases such approval shall not be necessary.
 - (i) contracts for replacing or restoring portions of the Common Properties damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
 - (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

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JAN 21 2014

John K. Klutz
AUDITOR OF ALLEN COUNTY

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JOHN MCGAULEY

ALLEN COUNTY RECORDER

FORT WAYNE, IN

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- (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners

Any provisions in the Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section II that are inconsistent with the foregoing amendment are deemed to be modified to confirm herewith.

IN WITNESS WHEREOF, the undersigned Officers of Lake Pointe Homeowners Association, Inc. have set their hands and seals this 17 day of October, 2013.

LAKE POINTE HOMEOWNERS,
ASSOCIATION, INC.

By: Ned Miller
President, Ned Miller

Attest: Kathleen Kearns
Secretary, Kathleen Kearns

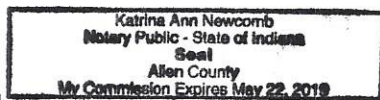
STATE OF INDIANA)
)SS:
COUNTY OF ALLEN)

Subscribed and sworn to before me, the undersigned, a Notary Public in and for said County and State this 17 day of October, 2013 personally appeared Ned Miller and Kathleen Kearns, the President and Secretary respectfully of Lake Pointe Homeowner's Association, Inc., known to me to be such Officers, and acknowledge the execution of the above and foregoing instruction for and on behalf of said Corporation and by its authority. Witness my hand and seal.

Dated this 17 day of October, 2013.

My Commission Expires:

5/22/19



Katrina Ann Newcomb
Notary Public
Resident of Allen County, Indiana

This instrument was prepared by: Carrie Hawk Gutman, Attorney at Law, Attorney I.D. No. 18689-02.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Carrie Hawk Gutman.

Mail to: Hawk Haynie Kammeyer, LLP, 116 East Berry Street, Lincoln Tower, Suite 302, Fort Wayne, IN 46802.