

88-046797

FIRST AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LAKE POINTE, SECTION I and
LAKE POINTE, SECTION II

Pursuant to the provisions of Article XIV of Declaration of Covenants, Conditions and Restrictions for Lake Pointe, Section I, as recorded in Plat Record 46, pages 51-64, in the Office of the Recorder of Allen County, Indiana, and pursuant to provisions of Article XIV of the Declaration of Covenants, Conditions and Restrictions for Lake Pointe, Section II, as recorded in Plat Record 47, pages 28-41, in the Office of the Recorder of Allen County, Indiana, the undersigned Lake Pointe Homeowners Association, Inc. does hereby make and affect the following change, alteration, and modification in and to said Declarations of Covenants, Conditions, and Restrictions for both Lake Pointe, Section I and Lake Pointe, Section II:

1. Paragraph (i) of Section 2 of Article IX is hereby amended to read as follows:

(i) any casualty loss which affects a material portion of the subdivision, or any condemnation loss which affects a material portion of the subdivision or any Dwelling Unit on which there is a first mortgage

2. The first paragraph of Section 3 of Article X is hereby amended to read as follows:

Section 3. Regular Assessments and Unimproved Lot Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Dwelling Unit, which shall be computed as follows: (1) the costs of mowing the common areas, the costs of taxes and insurance on the common areas, and Pool and Tennis Club dues (commencing upon completion of construction of the Pool and Tennis Club facilities by Declarant) shall be divided by the number of Lots in the subdivision to determine quotient A; (2) all other Common Expenses shall be divided by the number of Dwelling Units in the subdivision to determine Quotient B; quotients A and B shall be added together for each Dwelling Unit and the sum shall be the Regular Assessment for each Dwelling Unit.

3. The last paragraph of Section 3 of Article X is hereby removed in its entirety.

4. Section 1 of Article XI is hereby removed in its entirety and replaced with the following:

Section 1. Casualty Insurance.

- a. Common Areas. The Corporation shall purchase a casualty insurance policy affording fire and extended coverage insurance for all improvements located in the common Areas, if any, in an amount consonant with the full replacement value of said improvements.

NOV 14 1988.

Jude K. Bloom
AUDITOR OF ALLEN COUNTY

Dwelling Units. Each Owner shall be solely responsible for and shall obtain at his own expense insurance affording coverage to his Dwelling Unit, contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but such insurance as it pertains to the Dwelling Unit shall name the Corporation as an additional insured for the purpose of ensuring that the Dwelling Unit will be reconstructed. All policies of insurance shall be carried with the insurer designated by the Corporation to be the common carrier for the

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ALLEN COUNTY RECORDER
John E. [Signature]

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entire subdivision, or under special extenuating circumstances as determined by the Board of Directors of the Corporation with an insurer of Owner's choice if such insurer is first approved by the Board and is authorized to do business and insure risks in the State of Indiana. Such insurance shall not be cancellable as to the Corporation without the Corporation's receiving ten (10) days' prior written notice of intention to cancel. The original or a certificate of each fire and extended coverage policy shall be delivered to the Corporation, accompanied by evidence satisfactory to the Corporation that the premiums thereon have been paid not less than ten (10) days prior to the expiration of any then current policy.

If Owner shall neglect to insure or keep insured his Dwelling Unit, Corporation may, without notice to Owner, renew or procure insurance thereon. Corporation shall give immediate notice to Owner that Corporation has renewed or procured the insurance and shall state the amount of the premiums Corporation has paid therefor, and the Corporation may then include the cost thereof together with interest thereon at the rate of 15% per annum until paid as an assessment against Owner's Lot, and said assessment shall be a lien upon the Lot as provided in Article X hereof.

5. Section 4 of Article XI is hereby amended to read as follows:

Section 4. General Provisions. The premiums for all insurance hereinabove described to be purchased by the Corporation, with the exception of insurance on a Dwelling Unit purchased due to an Owner's neglect to do so, shall be paid by the Corporation as part of the Common Expenses.

6. Section 5 of Article XI is hereby deleted in its entirety.

7. Section 1 of Article XII is hereby amended to read as follows:

Section 1. Casualty and Restoration. In the event of damage to or destruction of any Dwelling Unit, due to fire or any other casualty or disaster, the Owner shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Owner, if any, shall be applied to the cost of such repair and reconstruction.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Dwelling Unit so damaged or destroyed to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same type of architecture.

8. Section 2 of Article XII is expanded by the addition of the following:

In no event shall any distribution of condemnation awards made by the Board of Directors directly to an Owner where the Board has notice of a Mortgagee as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same restriction on distribution shall apply to the distribution of any condemnation awards in connection with any taking of any of the Common Properties. Notwithstanding the foregoing, under no circumstances shall any distribution of condemnation awards be made by the Corporation to any owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits, or pecuniary gain to the members of the Corporation; in any such event, any such condemnation awards shall be retained by the Corporation for use in the payment of its expenses of operation.

9. The next to the last sentence of the last paragraph of Section 2 of Article XII is hereby amended to read as follows:

The protesting Owner shall appoint one arbitrator, the Board acting as agent for all other affected Owners shall appoint one arbitrator, and the two arbitrators shall appoint a third arbitrator.

10. If there are any provisions in the Declaration of Covenants, Conditions and Restrictions for either Lake Pointe, Section I, or Lake Pointe, Section II, that are inconsistent with the foregoing changes, they are hereby modified.

IN WITNESS WHEREOF, the undersigned has set its hand this 21 day of September 1988.

LAKE POINTE HOMEOWNERS ASSOCIATION, INC.

By: Robert Godfrey, President

By: W. Joseph Hanna, Secretary

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 21st day of September, 1988, personally appeared Robert Godfrey and W. Joseph Hanna, the President and Secretary respectively of Lake Pointe Homeowners Association, Inc., to me known to be such officers of said corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by its authority. Witness my hand and notarial seal.

My Commission Expires:
January 18, 1992

Ronda A. Kahn
Ronda A. Kahn
Notary Public
County of Residence: Allen

~~APPROVAL:~~
~~PLAN COMMISSION OF ALLEN COUNTY, INDIANA~~

(See next page)



This instrument prepared by: William D. Swift, Attorney, 590 Lincoln Tower, Fort Wayne, IN 46802.

This is to certify that the foregoing document has been reviewed by the Allen County Plan Commission. As presented, the content of the restrictions contained in said document conforms to the requirements of the Allen County Zoning and Subdivision Control Ordinances and the document is now eligible for recording. This certification does not extend to the form or validity of the document.

Dated this 3 day of November, 1988.

ALLEN COUNTY PLAN COMMISSION

By: 

Dennis Gordon, Director

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The undersigned, being the majority of the Owners of Lots in Lake Pointe, Section I, to which not less than 90% of the votes of the Corporation are allocated, hereby consent to the foregoing amendment.

Dated this 21st day of Sept, 1988.

Clarence E. Meeks
Clarence E. Meeks

Owners Lot No. 16

Mary J. Meeks
Mary J. Meeks

Charlene A. Fuhrman
Charlene A. Fuhrman

Owners Lot No. 9

James A. Fuhrman
James A. Fuhrman

William P. Schenkel
William P. Schenkel

Owners Lot No. 35

Elizabeth H. Schenkel
Elizabeth H. Schenkel

Nancy & Lyle Butler
Nancy Butler

Owners Lot No. 35 & 3

Lyle E. Butler
Lyle E. Butler

Nancy & Lyle Butler
Nancy Butler

Owners Lot No. 3

Lyle E. Butler
Lyle E. Butler

Annabel Hanna
Annabel Hanna

Owners Lot No. 69

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F. Eugene Hull
F. Eugene Hull

Owners Lot No. 27

Dianne Hull
Dianne Hull

Stephen C. Hambrock
Stephen C. Hambrock

Owners Lot No. 89

Theodore E. Hall
Theodore E. Hall

Owners Lot No. 87

Merle L. Campbell
Merle L. Campbell

Owners Lot No. 33

Mary M. Campbell
Mary M. Campbell

Linda Stein
Linda Stein

Owners Lot No. 29

Charles W. Klinger
Charles W. Klinger

Owners Lot No. 15

H. Jo Klinger
H. Jo Klinger

Robert Lewis
Robert Lewis

Owners Lot No. 4

Karen Lewis
Karen Lewis

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K. William VerBryck
K. William VerBryck

Owners Lot No. 39

Dorothea L. VerBryck
Dorothea L. VerBryck

Robert Godfrey
Robert Godfrey

Owners Lot No. 22
~~40~~

Jackie Godfrey
Jackie Godfrey

Sarah Lee Thorington
Sarah Lee Thorington

Owners Lot No. 23
~~41~~

Ed C. Thorington
Edward C. Thorington

Patricia Hartsing
Patricia Hartsing

Owners Lot No. 46
~~44~~

William H. Hartsing
William H. Hartsing

Annabelle J. Shive
Annabelle J. Shive

Owners Lot No. 44
~~46~~

Gary L. Haire
Gary L. Haire

Owners Lot No. 53
~~47~~

Rebecca H. Haire
Rebecca H. Haire

Joseph Hanna
Joseph Hanna

Owners Lot No. 34
~~40~~

Patricia Hanna
Patricia Hanna

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Doris W. Klug
Doris W. Klug

Owners Lot No. 48

Raymond W. Klug
Raymond W. Klug

Dee W. Hoffman
Dee W. Hoffman

Owners Lot No. 62

Doris J. Hoffman
Doris J. Hoffman

Grant L. Ulm
Grant L. Ulm

Owners Lot No. 88

Sue Ulm
Sue Ulm

John E. Barnfield
John E. Barnfield

Owners Lot No. 10

Alice I. Barnfield
Alice I. Barnfield

Mary J. Scully
Mary Scully

Owners Lot No. 6

David L. Rundle
David Rundle

Owners Lot No. 30

D. Betty Rundle
D. Betty Rundle

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Mary J. Swetzer
Mary J. Swetzer
Donald T. Swetzer
Donald T. Swetzer

Owners Lot No. 12

Nancy Snyder
Nancy Snyder
John R. Snyder
John R. Snyder

Owners Lot No. 40

Kermit Corson
Kermit Corson
Hope Corson
Hope Corson

Owners Lot No. 16

Jean M. Polumbo
Jean M. Polumbo

Owners Lot No. 26

Julie A. Roenke
Julie A. Roenke
Julia A. Roenke
Julie A. Roenke

Owners Lot No. 68

Deborah Weidenhamer
Deborah Weidenhamer
Chris Weidenhamer
Chris Weidenhamer

Owners Lot No. 76

Ray Click
Ray Click
Beth Click
Beth Click

Owners Lot No. 64

Verna Fleckaman
Verna Fleckaman

Owners Lot No. 90

Anita G. Taugher
Anita G. Taugher

Owners Lot No. 51

William Rutledge
William Rutledge

Owners Lot No. 21

Lynn Schmidt
Lynn Schmidt
Dennis Schmidt
Dennis Schmidt

Owners Lot No. 47

Jean Partee
Jean Partee
Paul B. Partee
Paul B. Partee

Owners Lot No. 32

Donald E. Douglass
Donald E. Douglass
Betty L. Douglass
Betty L. Douglass

Owners Lot No. 37

Paul B. Partee
Paul B. Partee
Jean M. Partee
Jean M. Partee

Owners Lot No. 32

Harold Prell
Harold Prell
Dorothy A. Prell
Dorothy A. Prell

Owners Lot No. 25

Thomas D. Welch
Thomas D. Welch
Richard A. Carlson
Richard A. Carlson

Owners Lot No. 7

Hope Corson
Hope Corson
Kermit Corson
Kermit Corson

Owners Lot No. 16

Frederick C. Thena
Frederick C. Thena
Betty H. Thena
Betty H. Thena

Owners Lot No. 13

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L. W. Dailey, Jr.
L. W. Dailey, Jr.

Owners Lot No. 14

Terry Ernst
Terry Ernst

Owners Lot No. 5

Marcy R. Ernst
Marcy R. Ernst

Alice M. Hatfield
Alice M. Hatfield

Owners Lot No. 36

Leland Smith
Leland Smith

Owners Lot No. 8

Eileen Smith
Eileen Smith

Katherine Rutledge
Katherine Rutledge

Owners Lot No. 24

Ward J. Kleinschmidt
Ward J. Kleinschmidt

Owners Lot No. 31

Luann E. Kleinschmidt
Luann E. Kleinschmidt

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Mary A. Morrell
Mary Morrell

Owners Lot No. 18

William J. Morrell
William Morrell

Ralph Heller
Ralph Heller

Owners Lot No. 63

Linda Heller
Linda Heller

William L. Goeglein
William L. Goeglein

Owners Lot No. 86

Mary L. Goeglein
Mary L. Goeglein

Daniel J. Kenemore
Daniel Kenemore

Owners Lot No. 83

David P. Mayo
David P. Mayo

Owners Lot No. 45

Judy Mayo
Judy Mayo

Macke Development Corp
Elmer H. Macke

Owners Lot No. 1, 17, 19, 20, 21, 28, 49, 52, 54, 56, 58, 59, 60, 61, 65, 66, 67, 70, 71, 72, 73, 74, 75, 78, 79, 80, 81, 82, 84 & 85

Elmer H. Macke

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STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, a Notary Public in and for said County and State, this 21 day of September, 1988, personally appeared:

Clarence E. Meeks	Doris J. Hoffman	L. W. Dailey, JR.
Mary J. Meeks	Grant L. Ulm	Terry Ernst
Charlene A. Fuhrman	Sue Ulm	Marcy R. Ernst
James A. Fuhrman	John E. Barnfield	Alice M. Hatfield
William P. Schenkel	Alice I. Barnfield	Leland Smith
Elizabeth H. Schenkel	Mary Scully	Eileen Smith
Nancy Butler	David Rundle	Katherine Rutledge
Lyle E. Butler	D. Betty Rundle	Ward J. Kleinschmidt
Annabel Hanna	Mary J. Swetzer	Luann E. Kleinschmidt
F. Eugene Hull	Donald T. Swetzer	William Morrill
Dianne Hull	Nancy Snyder	Mary Morrill
Stephen E. Hambrook	John R. Snyder	Ralph Holler
Theodore E. Hall	Kermit Corson	Linda Holler
Merle L. Campbell	Hope Corson	William L. Goeglein
Mary M. Campbell	Jean M. Palumbo	Mary L. Goeglein
Linda Stein	H.J. Roenke	Daniel Kenemore
Charles W. Klinger	Julia A. Roenke	David P. Mayo
N. Jo Klinger	Deborah Weidenhamer	Judy Mayo
Robert Lewis	Chris Weidenhamer	
Karen Lewis	Ray Click	
K. William VerBryck	Beth Click	
Dorothea L. VerBryck	Verna Fleckuman	
Robert Godfrey	Anita G. Taugher	
Jackie Godfrey	William Rutledge	
Sarah Lee Thorington	Lynn Schmidt	
Edward C. Thorington	Dennis Schmidt	
Patricia Hartsing	Jean Partee	
William H. Hartsing	Paul B. Partee	
Annabelle J. Shive	Donnald E. Douglass	
Gary L. Haire	Betty L. Douglass	
Rebecca H. Haire	Harold Prell	
Joseph Hanna	Dorothy A. Prell	
Patricia Hanna	Thomas D. Welch	
Doris W. Klug	Richard Carlson	
Raymond W. Klug	Frederick C. Thena	
Dee W. Hoffman	Betta H. Thena	

each being of legal age, and acknowledged the execution of the foregoing instrument. Witness my hand and Notarial Seal.

My Commission Expires:

January 18, 1992

Ronda C. Kahn
Ronda A. Kahn
Notary Public
County of Residence: Allen

STATE OF INDIANA)
COUNTY OF ALLEN) SS

Before me, the undersigned, a Notary Public in and for said County and State, this 21st day of September, 1988, personally appeared Elmer H. Macke, the President of Macke Development Corp., to me known to be such officer of said corporation, and acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by its authority. Witness my hand and notarial seal.

My Commission Expires:
January 8, 1989

Carol L. Gilbert
Carol L. Gilbert
Notary Public
County of Residence: Allen

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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LAKE POINTE, SECTION I AND LAKE POINTE, SECTION II

Pursuant to the provisions of ARTICLE XIV, of Declaration of Covenants, Conditions and Restrictions for Lake Pointe, Section I, being Document No. 85-004972 as recorded in Plat Record 46, pages 51-64, in the Office of the Recorder of Allen County, Indiana, and pursuant to provisions of ARTICLE XIV, of Declaration of Covenants, Conditions and Restrictions for Lake Pointe, Section II, as recorded in Plat being Document No. 85-27460 Record 47, pages 28-41, in the Office of the Recorder of Allen County, Indiana, the undersigned Lake Pointe Homeowners Association, Inc. does hereby make and effect the following changes, alterations and modifications in and to said Declarations and Covenants, Conditions and Restrictions for both Lake Pointe Section I and Lake Pointe, Section II:

1. The first sentence in Section 1 of Article VII is amended by insertion of the words "exterior and" before "interior," and by addition of the following language:

In addition, each Owner shall, at his own expense, be responsible for, and promptly provide as the need arises all maintenance, repairs and upkeep of the exteriors of each dwelling unit. Such exteriors shall include but not be limited to roof, gutters, doors, windows, patios, driveways, private sidewalks and exterior walls. The color of all exterior paints and stains shall be harmonious with other dwellings in Lake Pointe and shall be pre-approved by the Architectural Review Board established pursuant to ARTICLE VIII, Section I of this Declaration.

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If any Owner shall fail to properly maintain the exterior of his dwelling unit, then, upon failure to provide such maintenance after reasonable notice, the Corporation shall have the right to provide such maintenance and to include the costs thereof as an assessment against the Lot upon which said dwelling is located and said

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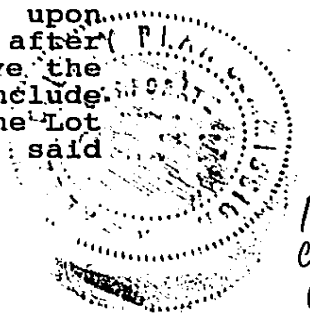
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James K. Blum
AUDITOR OF ALLEN COUNTY

Moss Box

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Allen County Recorder



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assessment shall be a lien upon the Lot as provided in ARTICLE X hereof.

2. Section 2 of ARTICLE VII shall be amended by removing the colon after "provide," in line 6, the deletion of sub-paragraph (a) in its entirety, deletion of the "(b)" before the second sub-paragraph and the removal of indentation and single spacing from that sub-paragraph so that it reads as an independent paragraph:

In addition to the maintenance of the Common Properties, the Corporation, as part of its duties, and as a part of the Common Expenses, shall provide for maintenance of the lawns, which shall be considered part of the Common properties for maintenance only. Maintenance of lawns shall include but shall not be limited to the watering, fertilizing, mowing, and replanting when necessary of the grass. It shall not include the care and maintenance of shrubs, trees, flowers or other plants on any Lot, which shall be the responsibility of each Lot Owner.

3. If there are any provisions in the Declarations of Covenants, Conditions and Restrictions for either Lake Pointe, Section I or Lake Pointe, Section II that are inconsistent with the foregoing changes, they are hereby modified.

Owners of ninety (90%) percent or more of the votes of the Corporation approve of this Second Amendment as evidenced by their signatures:

Frederick J. Crowell
Lot 2 - Crowell

Kenneth S. Lewis
Lot 4 - Lewis

Mary Scully
Lot 6 - Scully

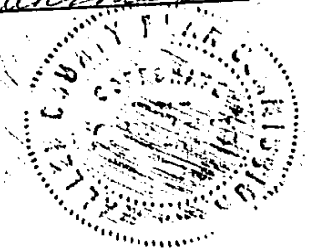
Eileen Smith
Lot 8 - Eileen Smith

Genevieve H. Haberkorn
Ray L. Haberkorn
Lot 3 - Haberkorn

Marcy Ernst
Lot 5 - Ernst

Richard A. Carlson
Thomas B. Welsh
Lot 7 - Welsh & Carlson

Charles P. Fuhrman
Lot 9 - Fuhrman



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Oliver Barnfield
Lot 10 - Barnfield

Betty Click
Lot 12 - Click

Lot 14 - parley

Lot 16 - Corson

Lot 16 - Corson
Lot 18 - Beaver

Lot 22 - Pease
M. B. Beane

Lot 24 - Rutledge

Lot 26 - Palumbo

Lot 26 - Palumbo
Robert C. Hutmacher
Jackie Hutmacher
Lot 28 - Hutmacher

Jan Chronister
Lot 30 - Chronister

Lot 30 - Chronister
Sean M. Partee
 Lot 32 - Partee

Lot 32 - Partee
~~Lot 32 - Quinby~~

Lot 34 - Quinby
Clive M. Hatfield
 Lot 36 - Hatfield

Lot 36 - Hatfield
Wanda R. Rundle
 Lot 38 - Rundle

Lot 38 - Rundle
Lot 40 - Shiriaev

Lot 40 - Shiriaev
[Signature] + Mercia
 Lot 42 - Carlton 1

Lot 42 - Carlton
Amatelle Shive
Lot 44 - Shive

Mary J. Meeks
C. Eugene Meeks
Lot 11 C. Meeks & Co.

Lot 11 - Meeks
Mary L. Figel
Paul Figel
Lot 13 - Figel

Lot 13 - Fiegel
Helmut A. Tetzlaff
 Lot 15 - Tetzlaff *Ernst L. M.*

Lot 15 - Tetzlaff *July 11, 1971*
Robert B. Maupin
 Lot 17 - Maupin *2 2*

Lot 17 - Maupin
Arthur Solomon
Lot 19 - Solomon Herby Sol

Lot 19 - Solomon
Sarah Lee Tharington
Lot 23 - Thorington,

Lot 23 - Thorington

Lot 25 - Koch
Phyllis J. Koch
Lot 27 Hull

Lot 27 - Hull
Velma M. Williams
Lot 29 - Williams

Lot 29 - Williams
Edward Kleinschmidt
Kleinschmidt
Lot 31 - Kleinschmidt

Lot 31 - Kleinschmidt
Margery Zehr
Lot 33 - Zehr

Lot 33 - Zehr
Robert Bloch
Lot 35 - Cockrum

Lot 35 - Cockrum
Betty L. Douglass
Vance E. Douglass
Feb 27 - Douglass

Lot 37 Douglass
K. A. Johnson - The Bryck
K. A. Johnson - The Bryck
K. A. Johnson - The Bryck

Lot 39 - Ver Bryck
W. Ver Bryck *Baldwin*
 Lot 41 - Pease *Marshall*

Lot 41 - Pease *Mary*
Buchholz
 # on *Quillin*

Lot 43 - Quillin
Michael Quillin
Gabe Quillin

9 4 3 9 8 8 8

Nolan E. Myers
Lot 46 - Myers

Norm W. Kling
Lot 48 - Kling

Robert B. Scheil
Lot 50 - Scheil

Carole Smith
Lot 52 - Carole Smith

Donald R. Blake
Lot 54 - Blake

Raggy Gray
Lot 56 - Gray

Darlene Rodenbeck
Lot 58 - Rodenbeck

Marcella Roberts
Lot 60 - Roberts

Doris J. Hoffman
Lot 62 - Hoffman

Betty Click
Lot 64 - Click

Betty Heck
Lot 66 - Heck

Julia W. Roemke
Lot 68 - Roemke

Barbara MacGregor
Lot 70 - MacGregor

David R. Hollingsworth
Lot 72 - Hollingsworth

Gibson
Lot 76 - Gibson

Frank Murphy
Lot 78 - Murphy

Mary Wilkinson
Lot 80 - Wilkinson

Lucille Bieber
Lot 47 - Bieber

Jane White
Lot 49 - White

Antonia Taugher
Lot 51 - Taugher

E. K. Beall
Lot 53 - Beall

James E. Miller
Lot 55 - Miller

Donald Winkler
Lot 57 - Winkler

Jane Winkler
Lot 59 - Winkler

Euclyn Schultz
Lot 61 - Schultz

William H. Serstad
Lot 63 - Serstad

William H. Serstad
Lot 65 - Serstad

Relue
Lot 67 - Relue

Annabel Hanna
Lot 69 - Hanna

Mary E. Watson
Lot 71 - Watson

Julia B. Hollingsworth
Lot 73 - Murray

Clairis M. Dew
Lot 77 - Dew

Robert J. Raub
Lot 79 - Raub

Daniel J. Kenemore
Lot 83 - Kenemore



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Mary J. Goeglein
William J. Goeglein
Lot 86 - Goeglein
Grant L. Ulm
Lot 88 - Ulm
Verna L. Heckaman
Lot 90 - Heckaman

Joan A. Cole
Lot 87 - Cole
Stephen C. Hambrook
Lot 89 - Hambrook
Joan K. Butler
Lot 91 - Butler

Undeveloped Lots: 1, 20, 21, 74, 75, 81, 82, 84 and 85 -

MACKE DEVELOPMENT CORP.

BY: Elmer H. Macke
Elmer H. Macke, President

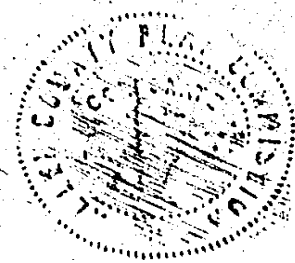
ATTEST: Martha M. Macke
Martha M. Macke, Secretary

IN WITNESS WHEREOF, the undersigned Officers of the
Association have set their hands and seals this 10th day of
June, 1994.

LAKE POINTE HOMEOWNERS ASSOCIATION, INC.

BY: Robert J. Raub
Robert J. Raub, President

ATTEST: Barbara MacGregor
Barbara MacGregor, Secretary

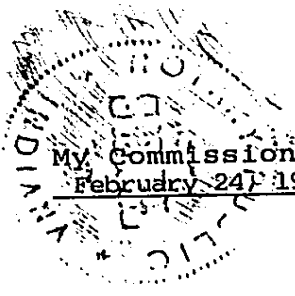


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STATE OF INDIANA)
COUNTY OF ALLEN)

Subscribed and sworn to Before me, the undersigned Notary Public in and for said county and state this 10th day of June, 1994, personally appeared Robert J. Raub and Barbara MacGregor, the President and Secretary respectively of Lake Pointe Homeowners Association, Inc., known to me to be such Officers, and acknowledge the execution of the foregoing instrument for and on behalf of said Corporation and by its authority.

WITNESS my hand and seal.


Diana L. DeMarco
Diana L. DeMarco, Notary Public
Resident of Allen County

My Commission Expires:
February 24, 1995

This instrument prepared by:

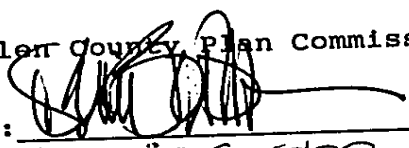
William E. Harris, Attorney
Supreme Court #7496-02
MOSS, CROWELL, HARRIS, YATES & LONG
1800 Fort Wayne Bank Building
P.O. Box 10839
Fort Wayne, Indiana 46854-0839
Telephone: 219/422-1589

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Approval:

Allen County Plan Commission

By: 

Dennis Gordon

nbAmend2.LP

This instrument prepared by:

William E. Harris, Attorney
Supreme Court #7496-02
MOSS, CROWELL, HARRIS, YATES & LONG
1800 Fort Wayne Bank Building
P.O. Box 10839
Fort Wayne, IN 46854-0839
Telephone: 219/422-1589

Doc. No.	960043757
Receipt No.	14061
Date	08/07/1996 14:25:43
DCFD	3.00
MISL	8.00
MISL	2.00
Total	13.00

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
LAKE POINTE, SECTION I and
LAKE POINTE, SECTION II**

Pursuant to the provisions of Article XIV of the Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section I, as recorded in Plat Record 46, pages 61-64 as Document No. 85-004972 and of Article XIV of the Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section II, as recorded in Plat Record 47, pages 28-41 as Document No. 85-27460 in the offices of the Allen County Recorder, Lake Pointe Home Owners Association, Inc., and the owners of at least 90% of the lots contained in said Lake Pointe Sections I and II made the following amendments, changes, alterations, and modifications in and to the said Declarations of Covenants, Conditions, and Restrictions for both Lake Pointe Sections I and II:

1. The last paragraph of Article X, Section 7 which presently reads as follows:

Notwithstanding the foregoing or anything else contained herein, Declarant shall be exempt from all assessments, unless Declarant constructs a Dwelling Unit upon a Lot, in which case it shall be subject to the Regular Assessment charged to a Participating Builder on that lot only.

is herewith and hereby deleted in its entirety and the following provision is herewith substituted:

Form and after the date of this adoption of this amendment, all unimproved lots whether owned by the Declarant or any other entity shall be subject to and liable for all Regular and Special Assessments to which other lots are subject or liable and the lien of such assessments shall attach to such unimproved lots with like force and effort as such lien attaches to other lots herein.

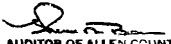
The Declarant and other owners of any vacant lots shall cause same to be final graded and seeded with grass at the earliest time, weather permitting. Should the owner of a vacant lot fail to final grade and seed such vacant lot, the Corporation shall have this authority to enter upon such lot and perform such grading and seeding at the owner's expense and such cost shall constitute a lien upon the said lot.

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

DULY ENTERED FOR TAXATION

AUG -7 1996

96 8146
AUDITORS NUMBER


AUDITOR OF ALLEN COUNTY

13
ch
B

Noted into Record by

IN WITNESS WHEREOF, the undersigned Officers of Lake Pointe Homeowners Association, Inc., have set their hands and seals this 27TH day of July, 1996.

LAKE POINTE HOMEOWNERS
ASSOCIATION, INC.

BY: David Blake
DAVID BLAKE, PRESIDENT

ATTEST: Jan Chronister
JAN CHRONISTER,
SECRETARY

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Subscribed and sworn to before me, the undersigned Notary Public in and for said County and State this 27TH day of July, 1996, personally appeared DAVID BLAKE and JAN CHRONISTER, the President and Secretary respectively of Lake Pointe Homeowners Association, Inc., known to me to be such Officers, and acknowledge the execution of the above and foregoing instrument for and on behalf of said Corporation and by its authority.

Witness my hand and seal.

My Commission Expires:
SEPTEMBER 15, 1999
Resident of:
ALLEN



B. C. Helmkamp
Signature of Notary Public
BEN C. HELMKAMP
Printed Name of Notary Public

This instrument prepared by: Richard I. Snouffer, Attorney at Law.



* 2 0 0 9 0 6 1 8 3 4 4 9 *

2009061834

RECORDED ON
12/04/2009 04:14:13PM
JOHN MCGAULEY
ALLEN COUNTY RECORDER
FORT WAYNE, IN

REC FEE: 108.00
TRANS # 78282

**FOURTH 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 (c) of Article I, Section I, which presently reads as follows:

(c) "Architectural Review Board" shall mean and refer to that committee or entity established pursuant to Article VIII, Section 1 of this Declaration for the purposes herein stated;

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

(c1) "Architectural Guidelines" shall mean and refer to the Lake Point Villaminium Community Homeowners Architectural Guidelines, sometimes referred to as the Property Improvement Guidelines, which are established by the Architectural Review Board and may be amended by the Architectural Review Board from time to time as needed.

(c2) "Architectural Review Board" shall mean and refer to that committee or entity established pursuant to Article VIII, Section 1 of this Declaration for the purposes herein stated.

2. Paragraph (s) of Article I, Section I, which presently reads as follows:

(s) "Pool and Tennis Club" shall mean and refer to Lake Pointe Pool & Tennis Club, Inc., its successors and assigns.

ADDITIONAL
Duty entered into
to high school

DEC -4 2009

77162

John McGauley
AUDITOR OF ALLEN COUNTY

m → Lake Pointe Home Owners Assoc.
10724 Homestead Hills Dr.
JW 46804

108

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

(s) "Pool and Tennis Club" shall mean and refer to the Lake Pointe Homeowners' Pool & Tennis club.

3. Article V, Section 5, which presently reads as follows:

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of the majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting.

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

Section 5. Removal of Directors. A Director may be removed with or without cause by vote of the majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting. In addition, if a Director violates a provision of the Dedication and Declaration of Covenants, Conditions, and Restrictions for Lake Pointe or the Architectural Guidelines, the Board of Directors may remove the Director by a unanimous vote of the other Directors. In such case, his successor shall be elected at the next annual meeting.

4. Article VIII, Section 2, which presently reads as follows:

Section 2. Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location, and maintenance of the Real Estate and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements, and natural vegetation and topography.

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

Section 2. Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location, and maintenance of the Real Estate and of

improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures, improvements, and natural vegetation and topography. The Architectural review Board shall be responsible for creating, maintaining, and updating from time to time the Architectural Guidelines consistent with these Covenants which are binding on all Lots, Dwelling Units, and Owners.

5. Article VIII, Section 3, which presently reads as follows:

Section 3. Conditions. No improvements, alternations, repairs, change of colors, excavations, changes in grade or other work which in any way alters a Lot or the exterior of any Dwelling Unit from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in the Declaration. No building, fence, wall or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Review Board.

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

Section 3. Conditions. No improvements, alternations, repairs, change of colors, excavations, changes in grade or other work which in any way alters a Lot or the exterior of any Dwelling Unit from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in the Declaration. No building, wall, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Review Board.

6. Article VIII, Section 4, which presently reads as follows:

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify, or disapprove in writing an application within thirty (30) days after such application (and all plan, drawings, specifications, and other items

required to be submitted to it in accordance with such rules as it may adopt) has been given to it, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving. The Architectural Review Board may establish committees which shall exercise such powers of the Board as may be delegated to them.

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

Section 4. Procedures. Before beginning any improvement, alternation, repair, change of colors, excavation, change in grade, or any other work which in any way alters a Lot or the exterior of any Dwelling Unit an application for a Villaminium Improvement Permit ("Permit") signed by the Owner must be submitted to the Architectural Review Board for approval. All applications for a new home and/or addition must include detailed plans. All applications for exterior remodeling, repairs, new attachments, or landscaping must include a sketch drawing including dimensions. All applications involving the exterior of a Dwelling Unit must include a description of the materials to be used on the exterior and color samples for siding and trim.

In the event the Architectural Review Board fails to approve, modify, or disapprove in writing an application within thirty (30) days after such application (and all plan, drawings, specifications, and other items required to be submitted to it in accordance with such rules as it may adopt) has been given to it, approval will be deemed granted by the Architectural Review Board. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving. The Architectural Review Board may establish committees which shall exercise such powers of the Board as may be delegated to them.

An approved application is good for ninety (90) days. If construction has not commenced within ninety (90) days of approval the approval is deemed void and the Owner must resubmit an application for Villaminium Improvement Permit to the Architectural Review Board for approval.

7. Paragraph (i) of Article XIII, Section 1, which presently reads as follows:

(i) No "for sale", "for rent", or "for lease signs", or other signs, or other window or advertising display shall be maintained or permitted on any part of the Real Estate or any Lot without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Real Estate in connection with any unsold or unoccupied Lots and nothing contained herein shall be construed or interpreted to affect or restrict the activities of Declarant in the marketing, advertising, or sale of Lots as a part of the development of this subdivision.

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

(i) Any sign indicating that an Owner's Real Estate is "for sale" may be maintained on the Owner's Lot. Any "for sale" sign shall not be larger than eighteen inches (18") by twenty-four inches (24"). The top of the sign shall not be greater than forty-two inches (42") from the ground. The post on which the sign is located shall not be one that requires any digging to insert the post into the ground. A real estate agent's name may appear on the sign along with his or her telephone number and the name of the agency. "Sold" signs must be removed within five (5) days after being first posted.

No "for rent", "for lease", other signs (except signs relating to home security systems which are exempt from this provision and "for sale" signs as discussed above), or other window or advertising displays shall be maintained or permitted on any part of the Real Estate or any Lot without prior written consent of the Board of Directors. However, a home improvement contractor, roofer, painter, or landscaper may place a yard sign on a Lot while conducting renovation on the Lot or corresponding Dwelling Unit. Any yard sign placed on a Lot by a home improvement contractor, roofer, painter, or landscaper must be removed upon completion of the work.

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

(l) No outbuildings, described as buildings or structures which are not attached to the Dwelling Unit or attached garage, shall be permitted upon any Lot.

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

(l) No buildings or structures which are not attached to the Dwelling Unit or attached garage, including but not limited to outbuildings and sheds, shall be permitted upon any Lot.

9. Paragraph (m) of Article XIII, Section 1, which presently reads as follows:

(m) No pools, except for children's wading pools with sides which extend not more than one foot above the surface of the ground, shall not be permitted upon any Lot.

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

(m) No play sets, swing sets, or pools, except for children's wading pools with sides which extend not more than one foot above the surface of the ground, shall be permitted upon any Lot.

10. Paragraph (n) of Article XIII, Section 1, which presently reads as follows:

(n) No radio or television antenna or satellite receivers ("dishes") shall be attached to the exterior of any Dwelling Unit or attached garage, or located as a free standing unit anywhere on a Lot. Antennae may be placed in attics, however. Such antennae and/or satellite receivers may be located on the Club Properties.

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

(n) No radio or television antenna shall be attached to the exterior of any Dwelling Unit or attached garage, or located as a free standing unit anywhere on a Lot. Any Owner who wishes to install a satellite receiver ("dish") must submit an application for a Permit along with a plan showing the proposed location and

specifications to the Architectural Review Board. An approved Permit from the Architectural Review Board must be secured before installation has begun. Satellite receivers ("dishes") shall blend in with the natural design and landscaping of the Community. No satellite receiver ("dish") shall exceed twenty-four inches (24") in diameter. Satellite receivers ("dishes") shall not be visible from the street. Mounting on the side or rear of the Dwelling Unit is permitted provided that the satellite receiver ("dish") is not visible from the street. Ground mounting of a satellite receiver ("dish") is not permitted. This provision does not apply to antennae and/or satellite receivers located on the Club Properties.

11. Paragraph (aa) of Article XIII, Section 1, which presently reads as follows:

(aa) No wire, metal, or chain link fences will be permitted upon any Lot. No fence shall extend more than 12 feet beyond the rear of the Dwelling Unit or be more than 15 feet in width. All fences must be approved by the Architectural Control Committee.

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

(aa) No fences of any kind will be permitted upon any Lot.

12. Article XIII, Section 1, shall be amended to include the following paragraph:

(ii) Any trees or other vegetation planted on a Lot shall be planted in such a way as not to significantly impair the view of any neighboring Dwelling Units and/or Lots. An Owner cannot plant any trees or other vegetation on common property without written authority from the Board of Directors.

13. Article XXI, which presently reads as follows:

Pool and Tennis Club

A portion of the real estate platted as Lake Pointe, Section II, shall be conveyed by Declarant to Lake Pointe Pool & Tennis Club, Inc., a corporation to be formed by Declarant, for the purpose of providing recreational facilities for the use and

enjoyment of the Owners of all Lots in Lake Pointe, Section I and Lake Pointe, Section II, and including subsequent sections annexed as provided in Article XVIII, (all of which is hereinafter called the "Benefited Area"), as well as for the use and enjoyment of non-residents (being individuals who are not Owners of Lots in the Benefited Area) as provided in the By-Laws of the Lake Pointe Pool & Tennis Club, Inc.

In order to provide for the operation and maintenance of said facilities, the following protective restrictions and covenants shall apply to each Lot in the Benefited Area.

Section 1. Every Owner of a Lot or unit in the Benefited Area shall be a member of Lake Pointe Pool & Tennis Club, Inc. (hereinafter referred to as Pool and Tennis Club). Membership shall be appurtenant to and may not be separated from ownership of any Lot. All members shall be subject to initiation fees and an assessment which shall become a lien upon his Lot. Membership dues shall be included as part of the Regular Assessment as provided in Article X, Section 3 hereof. There shall be no more than 300 membership, unless authorized by the Board of Directors.

Section 2. Any Owner may delegate, in accordance with the By-Laws of the Pool and Tennis Club, a not-for-profit corporation, his right of enjoyment to the pool and tennis facilities to the adult members of his family who reside on the property and other persons permitted by the rules and regulations of said Pool and Tennis Club.

Section 3. Non-residents of the Benefited Area may be granted memberships by the Board of Directors.

Section 4. Until such time as there are 225 memberships in the Pool and Tennis Club, members of the Board of Directors of the Pool and Tennis Club shall be designated by Declarant. After the membership of the Pool and Tennis Club is comprised of more than 200 owners, the Board of Directors shall be elected by the members as provided in the By-Laws of the Pool and Tennis Club. Declarant may surrender control sooner at his election.

Section 5. Until such time as there are 300 memberships in the Pool and Tennis Club, Declarant shall be entitled to charge each non-resident member initiation fees for membership in said Pool and Tennis Club to reimburse Declarant for the cost of the amenities constructed by Declarant upon the real estate; thereafter, the Pool and Tennis Club shall be entitled to said initiation fees.

Section 6. The Board shall, pursuant to appropriate By-Laws, be responsible for the maintenance and upkeep of the Club Properties, including the pool and tennis facilities owned by the Pool and Tennis Club. It shall advise Lake Pointe Homeowners Association, Inc., annually, of the amount of money the Pool and Tennis Club will require for maintenance and upkeep and shall suggest to said Corporation the amount each lot owner should be assessed as a member of the Pool and Tennis Club.

Section 7. Until such time as there are 225 memberships in the Pool and Tennis Club, Declarant shall, to the extent necessary, contribute such funds over and above those funds collected by the Pool and Tennis Club which are necessary to provide adequate maintenance and upkeep for the facilities owned by th Pool and Tennis Club. after such time, Declarant shall be relieved of any further obligation to make any contributions toward the maintenance and upkeep of the facilities of the Pool and Tennis Club.

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

Pool and Tennis Club

A portion of the real estate platted as Lake Pointe, Section II, and designated on the Plat as "Club Properties" shall be control and maintained by Lake Pointe Home Owners Association, Inc. for the purpose of providing recreational facilities ("Pool and Tennis Club") for the use and enjoyment of the Owners of all Lots in Lake Pointe, Section I and Lake Pointe, Section II.

In order to provide for the operation and maintenance of the Pool and Tennis Club, the following restrictions and covenants shall apply to each Lot in Lake Pointe, Section I and Lake Pointe, Section II.

Section 1. The Board of Directors for Lake Pointe Home Owners Association, Inc., pursuant to the applicable By-Laws, shall be responsible for the control, maintenance, oversight, and operation of the Pool and Tennis Club. The Board of Directors shall advise the Owners annually of the amount of money the Pool and Tennis Club will require for maintenance and upkeep.

Section 2. Every Owner of a Lot in Lake Pointe, Section I and Lake Pointe, Section II shall have access to and the ability to use the Pool and Tennis Club. Owner access to and the ability to use the Pool and Tennis Club shall be appurtenant to and may not be separated from ownership of any Lot. All Owners shall be subject to initiation fees and an assessment which shall become a lien upon his Lot. Dues for the Pool and Tennis Club shall be included as part of the Regular Assessment as provided in Article X, Section 3 hereof.

Section 3. Any Owner, that is not in arrears on the payment of any dues or assessments, may delegate his right of enjoyment to the Pool and Tennis Club to another adult member of his family who reside with the Owner on his Real Estate and other persons permitted by the rules and regulations of said Pool and Tennis Club.

Section 4. Once a Dwelling Unit is constructed on a vacant Lot in Lake Pointe, Section I or Lake Pointe, Section II the Owner of the Lot shall be responsible for any initiation fees and assessments relating to the Pool and Tennis Club.

Section 5. All Owners are responsible for their guests and any and all fees associated with their guests. Owners and their guests are required to abide by the operating rules of the pool and the tennis facilities. These rules serve to manage the day-to-day activities at the Pool and Tennis Club and are for the safety of the entire community. The rules are reviewed and changed from time to time by the Board of Directors for Lake Pointe Home Owners Association, Inc. Once a year these rules are published to all Owners. These rules encompass all state and Board of Health requirements.

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 conform herewith.

IN WITNESS WHEREOF, the undersigned Officers of Lake Pointe Homeowners Association, Inc. have set their hands and seals this 28th day of October, 2009.

LAKE POINTE HOMEOWNERS,
ASSOCIATION, INC.

By: Katherine Foreman
President, KATHERINE FOREMAN

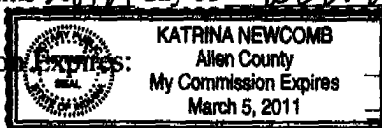
Attest: Kathy Brita
Secretary, KATHY BRITA

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Subscribed and sworn to before me, the undersigned Notary Public in and for said County and State this 28th day of October, 2009 personal appeared Katherine Foreman and Kathy Brita, 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 28th day of October, 2009.

My Commission Expires:



March 5, 2011

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

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brian C. Heck

This instrument prepared by: Brian C. Heck, Attorney at Law, Attorney I.D. No. 22389-02.

Mail to: Beckman Lawson, LP, 200 East Main St., Suite 800, Fort Wayne, IN 46802.

{00307187:v1}

L. E. Smith

Gay E. Bookout

Allen County Recorder Document #: 2009061834

Linda L. Phillips
Linda L. Phillips

Owner Lot No. 2

Dated this 28th day of October, 2009.

Katrina Newcomb, Notary Public
Resident of Allen County, Indiana



Margie Biens-Smiley

MARGIE Bienz-Smiley

Native Record

Allen County Recorder Document #: 2009061834

of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Owner Lot No. 05

Owner Lot No.

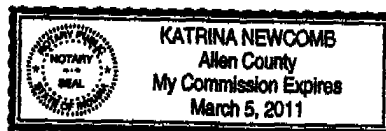
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared James H. Hunt who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

Dated this 10th day of March, 2009.

My Commission Expires: March 5, 2011

KATHLEEN M. McCOMBS
KATHLEEN M. McCOMBS, Notary Public
Resident of Allen County, Indiana



May Sully

MARY Scully

Dated this 11th day of November, 2009.

My Commission Expires
March 5, 2011

KATHLEEN A. NEWCOMB, Notary Public
Resident of Allen County, Indiana



of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Owner Lot No.

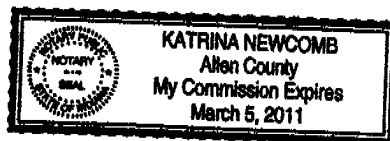
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Josephine Haften who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

Dated this 10th day of November, 2009.

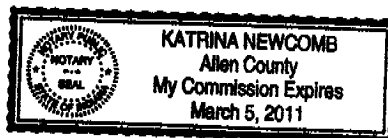
My Commission Expires: March 5, 2011

KATRINA NEWCOMB, Notary Public
Resident of Allen County, Indiana



David A. Schmidt

Ladonna Schult



The undersigned hereby consents to the Fourth Amendment to Dedication of Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Patricia L. Volmerding

Owner Lot No. 10

Patricia L. Volmerding

Owner Lot No.

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Patricia L. Volmerding who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

Dated this 28th day of October, 2009.

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

My Commission Expires:
March 5, 2011



X

The undersigned hereby consents to the Fourth Amendment to Declaration
of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Eugene Meeks
EUGENE MEEKS

Owner Lot No. 11

Owner Lot No. _____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

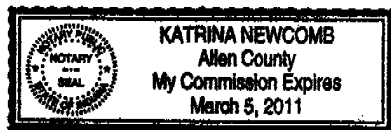
Before me, a Notary Public, in and for said State and County, personally appeared
Eugene Meeks who being duly sworn and upon their oath
deposes and says that they acknowledge the execution of the foregoing instruction. Witness my
hand and Notarial Seal.

Dated this 11th day of November 2009.

KATRINA NEWCOMB
KATRINA NEWCOMB, Notary Public
Resident of Allen County, Indiana

My Commission Expires:

March 5, 2011



Betty Clark

Betty Clark

Allen County Recorder Document #: 2009061834

The undersigned hereby consents to the Fourth Amendment to Dedication of Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Mary Lou Fiegel

Owner Lot No. 13

MARY LOU FIEGEL

Owner Lot No.

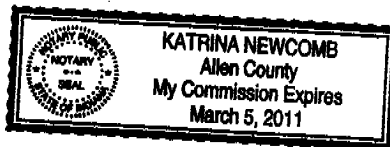
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Mary Lou Fiegel who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

Dated this 11th day of November, 2009.

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

My Commission Expires:
March 5, 2011



Roger A. Hoebel POA

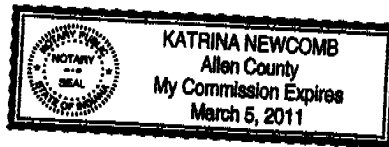
For Helen D. Tetzlaff
2009061833

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Dated this 11th day of November, 2009.

My Commission Expires: March 5, 2011

KATRINA NEWCOMB, Notary Public
Resident of Allen County, Indiana



of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Owner Lot No. 77

Owner Lot No.

STATE OF INDIANA)

) SS:

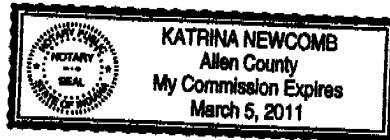
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Katherine Foreman who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

Dated this 28th day of October, 2009

My Commission Expires: March 5, 2011

Katrina Newcomb, Notary Public
Resident of Allen County, Indiana



Vijay K. VARMA

Vrijg k. Verke



Philip Solomon

Gladys Solomon

Dated this 28th day of October, 2009.

Allen County Recorder Document #: 2009061834

of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Owner Lot No

Owner Lot No.

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Ralph R. R. R. who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

Dated this 28 day of October, 2009.

My Commission Expires: March 5, 2011

Katrina Newcomb, Notary Public
Resident of Allen County, Indiana

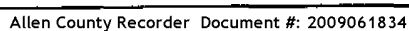


Barry Elms

DAVID ELTZOFF

Dated this 10th day of November, 2009.

My Commission Expires: March 5, 2011



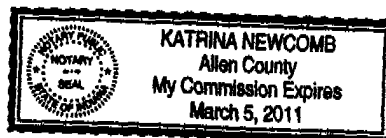
Don M. Esch

David E. Serfe

Dated this 10th day of November, 2009.

My Commission Expires: March 5, 2011

KATHINA MEMMONS, Notary Public
Resident of Allen County, Indiana

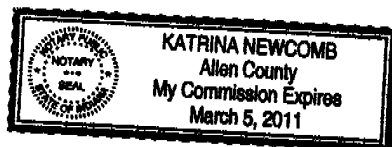


Judith L. Hill
Judith G. Hill

Owner Lot No. 28

Dated this 28 day of October, 2009.

_____, 2009.
Katrina Newcomb
Katrina Newcomb, Notary Public
 Resident of Allen County, Indiana



The undersigned hereby consents to the Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Velma M. Williams Owner Lot No. 28

VELMA M. WILLIAMS Owner Lot No.

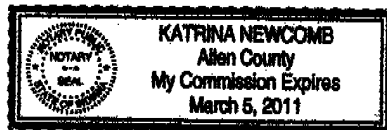
STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Velma M. Williams who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

Dated this 28 day of October, 2009.

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

My Commission Expires:
March 5, 2011



Luann E. Kleinschmidt

Luann E. Kleinschmidt

Allen County Recorder Document #: 2009061834

of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Owner Lot No. 33

Owner Lot No. 33

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Margery Zehr Bowman who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

Dated this 28 day of October, 2009.

My Commission Expires:
March 5, 2011

Katrina Newcomb, Notary Public
Resident of Allen County, Indiana



of Covenants, Conditions, and Restrictions



Owner Lot No.

Before me, a Notary Public, in and for said State and County, personally appeared John Hayes who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

KATHINA NEWLANDS, Notary Public
Resident of Allen County, Indiana

 KATRINA NEWCOMB
Allen County
My Commission Expires
March 5, 2011

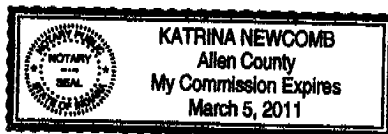
Jimmy L Spangle

Owner Lot No.

Before me, a Notary Public, in and for said State and County, personally appeared Jimmy F. Spangle who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

Katrina Newcomb, Notary Public
Resident of Allen County, Indiana

My Commission Expires: March 5, 2011



Margaret L. Terrell

Allen County Recorder Document #: 2009061834

Ronald E. Myers

Owner Lot No.

Dated this 10th day of November, 2009.

KATRINA Newkoms, Notary Public
Resident of Allen County, Indiana



Richard J. Ford

RICHARD J. FORD

Allen County Recorder Document #: 2009061834

Dorothea A. VerAeghe

Owner Lot No. 39

Owner Lot No.

Allen County Recorder Document #: 2009061834

Marcia Carlton

MARCIA CARLTON

Allen County Recorder Document #: 2009061834

Robert D. Fulton.

Owner Lot No.

Dated this 10th day of November, 2009.

 KATRINA NEWCOMB
Allen County
My Commission Expires
March 5, 2011

[Handwritten signature]

MICHAEL J. TUDORAN

Allen County Recorder Document #: 2009061834

The undersigned hereby consents to the Fourth Amendment to Dedication of Declaration of Covenants, Conditions, and Restrictions for Lake Pointe, Section I.

Gail Brinker

Owner Lot No. 45

GAIL BRINKER

Owner Lot No. _____

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, a Notary Public, in and for said State and County, personally appeared Gail Brinker who being duly sworn and upon their oath deposes and says that they acknowledge the execution of the foregoing instruction. Witness my hand and Notarial Seal.

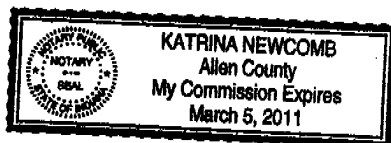
Dated this 28 day of October, 2009.

Katrina Newcomb

Katrina Newcomb, Notary Public
Resident of Allen County, Indiana

My Commission Expires:

March 5, 2011



Edna Myers

Emory Myers

Allen County Recorder Document #: 2009061834

