

Tax # 02800A000000600

AMENDMENT NO. 2 TO OLDE MILL POINTE SUBDIVISION

THIS AMENDMENT NO. 2 TO OLDE MILL POINTE SUBDIVISION ("Second Amendment") is entered into as of this 5th day of January, 2017 by MF Olde Mill LLC, a Wisconsin limited liability company, hereinafter referred to as "Declarant" and other Olde Mill Pointe Subdivision lot owners whose signatures appear on the attached signature pages ("Owners").

RECITALS

Declarant is the successor developer of Phase 2 Lots in Olde Mill Pointe Subdivision.

Declarant is the owner of certain lots situated in New Church, Virginia known as Olde Mill Pointe Subdivision ("Subdivision"), which consists of Phase One and Phase Two, with Phase One as shown on a Final Subdivision Plat for Phase 1 consisting of property designated as Lots 1-7, 41-56, and 68-99, along with Outlots A, B, C, D, F and G as shown on plat captioned "Final Subdivision Plat for Phase 1 of the Lands of "OLDE MILL POINTE SUBDIVISION" Tax Map 28(A) Parcel 6, Instrument #200506120, Second Election District, Accomack County, Virginia", dated 10/06/05, and revised 2/22/06, 4/18/06, 12/01/06, 1/19/07, 6/19/07, 7/13/07, 5/5/08, 6/9/08, 6/18/08, and 12/16/08 ("Subdivision"), which plat is recorded in the Clerk's Office of the Circuit Court for the County of Accomack on April 10, 2009, in Plat Book 2009, Pages 40-43 as instrument #200901419 and is attached hereto as Exhibit A and incorporated herein (the "Phase 1 Subdivision Plat").

Phase Two of the Subdivision is shown on a certain plat of survey for Phase 2 entitled "Final Subdivision Plat for Phase 2 of the Lands of "OLDE MILL POINTE SUBDIVISION" Tax Map 28(A) Parcel 6, Instrument #200506120, Second Election District, Accomack County, Virginia", dated 10/06/05, and last revised on 9/10/13, which plat is recorded in the Clerk's Office of the Circuit Court for the County of Accomack on October 17, 2013 in Plat Book 2013, Pages 04430 as instrument #200506120 and is attached hereto as Exhibit B and incorporated herein (the "Phase 2 Subdivision Plat") (collectively, the Phase 1 Subdivision Plat and Phase 2 Subdivision Plat are known the "Subdivision Plat").

In connection with the Subdivision Plat, "Subdivision Declaration of Protective Covenants, Conditions, Easements and Restrictions" were recorded on November 19, 2010 in the Clerk's Office of the Circuit Court for the County of Accomack as instrument #201004668 ("Original Protective Covenants").

"Amendment No. 1 to Olde Mill Pointe Subdivision for Phase 2 of Olde Mill Pointe Subdivision" was recorded on November 13, 2013 as instrument #201304771 in the Clerk's Office of the Circuit Court for the County of Accomack ("Amendment No. 1") (collectively, the Original Protective Covenants and Amendment No. 1 are referred to as "Protective Covenants").

Section 9.1 of the Original Protective Covenants and Section 9.1 of Amendment No. 1 provides that the Protective Covenants may be amended with the written consent of not less than two-thirds (2/3) of the then owners of all the Lots in the Subdivision.

Phase 1 and Phase 2 of the Subdivision consist of a total of eighty (80) Lots and Declarant, as of the recording of this Second Amendment, owns fifty-one (51) Lots. Declarant and Owners,

together constituting not less than two-thirds (2/3) of the owners in the Subdivision, desire to amend the Protective Covenants as set forth below.

NOW, THEREFORE, in consideration of the Recitals, the agreements that follow and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Declarant and Owners hereby declare that the Protective Covenants shall be amended as follows:

1. Outlot C and Outlot D. Lot 56 in Phase 1 is now known as Outlot C in Phase 2 as shown on the Phase 2 Subdivision Plat. All references in the Restrictive Covenants and in this Second Amendment to Lot 56 shall be deemed to refer to Outlot C. Outlot D in Phase 1 is now known as Lot 80A as shown on the Phase 2 Subdivision Plat. All references in the Restrictive Covenants and in this Second Amendment to Outlot D shall be deemed to refer to Lot 80A.

2. Section 1.3. In the first sentence of Section 1.3, "1,800 square feet" shall be amended to "1,500 square feet." The balance of Section 1.3 shall remain unchanged.

3. Section 1.10. The first sentence of Section 1.10 shall be deleted and restated as follows: "No structures of any kind, including but not limited to sheds, buildings, decks, gazebos, playground equipment, gardens, solar panels, kennels attached to the rear of the house, fences, walls, enclosures, and the like, shall be allowed on any Lot except as approved pursuant to Article 2 of this Declaration." The second sentence of Section 1.10 shall be amended to delete the words "all sheds." The balance of Section 1.10 shall remain unchanged.

4. Section 2.4. The address in Section 2.4 shall be amended to:

For all deliveries by U.S. Mail, the following address shall be used:

Olde Mill Pointe Review Board
PO Box 220
New Church, VA 23415
bill@corbinhall.com

For all deliveries by hand or commercial delivery service, the following address shall be used:

Olde Mill Pointe Review Board
C/o Olde Mill Pointe Community Center
6601 Olde Mill Lane
New Church, VA 23415
bill@corbinhall.com

5. Section 2.5. Section 2.5 shall be amended by adding the following as a new first subparagraph:

"All storage sheds and accessory structures shall be of a style, color and building material consistent with the dwelling on the Lot, shall include windows or some other architectural features on all elevations and shall be located behind the dwelling unless otherwise approved by the Review Board. Such approval shall at a minimum require the shed not be visible from the roadway and have adequate screening. All sheds and accessory structures must be approved by the Review

Board prior to construction or installation. If a Lot Owner desires to connect electricity to a shed or accessory unit, whether at or after the time of construction, the installation of electrical connections must be underground.”

The balance of Section 2.5 shall remain unchanged.

6. Section 4.2. The following sentence shall be added at the end of Section 4.2(D): “A community center for the benefit of all Lot Owners has been constructed on Outlot C as shown on the Phase 2 Subdivision Plat.” The balance of Section 4.2 shall remain unchanged.

7. Miscellaneous.

5.1 Invalidation of any of these conditions, restrictions or limitations of this Second Amendment by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5.2 The rights of Declarant under this Second Amendment shall inure to the benefit of Declarant and its successors and assigns and shall be binding upon the owner of each Lot in the Subdivision.

5.3 Any term not specifically defined in this Second Amendment shall be given the definitions set forth in the Protective Covenants.

Dated: January ²⁷ , 2017

Declarant and the following Lot Owners whose signatures appear below hereby consent to this Second Amendment as evidenced by their signatures following their names and identification of the Lots they own. The undersigned hereby represent that together they constitute not less than two-thirds (2/3) of the owners of all of the Lots in the Subdivision.

[The signatures appear on the following pages.]

WITNESS the following signatures and seals:

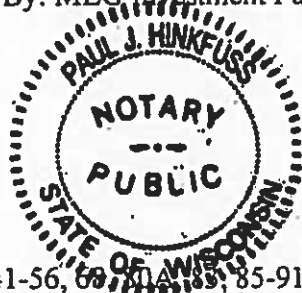
MF OLDE MILL LLC,
a Wisconsin limited liability company


By: MORE Fund LLC
By: MORE Fund Manager LLC
By: MLG Investment Fund LLC
By: RE Principals Investments LLC

By: 
Timothy J. Wallen, President

State of Wisconsin)
)
County of Waukesha)

The foregoing instrument was acknowledged before me this 5th day of January 2017,
by Timothy J. Wallen, President of MF Olde Mill LLC, By: MORE Fund LLC, By: MORE Fund
Manager LLC, By: MLG Investment Fund LLC, By: RE Principals Investments LLC.




Notary Public, State of Wisconsin
My commission expires is permanent

Owned Lots:
Phase 1: 1-7, 41-56, 60, 80A, 85, 85-91, 92, 93-96
Phase 2: 1, 3, 24 and 25, 28 and 29, 57-59, 63, 65, 67

Lot Owners:

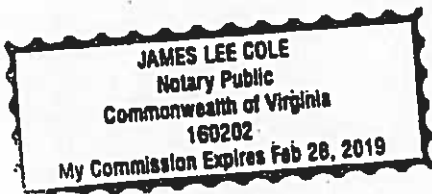
Harold T. Cline, Jr.
Harold T. Cline, Jr.

Lena C. Cline
Lena C. Cline

VIRGINIA
State of Maryland)

County of Accomack

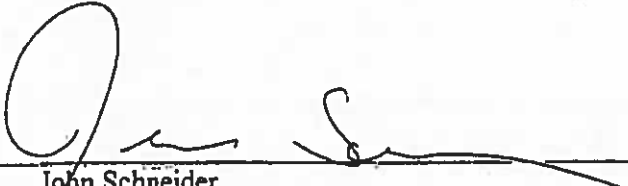
The foregoing instrument was acknowledged before me this 10th day of January 2017, by Harold T. Cline, Jr. and Lena C. Cline.



James Lee Cole
Notary Public, State of VIRGINIA
My commission expires 2/28/2019

Owns Lot: 99

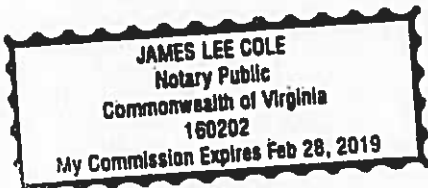
Lot Owner:

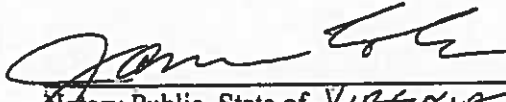

John Schneider

State of Virginia)

County of Accomack

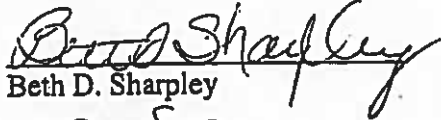
The foregoing instrument was acknowledged before me this 10TH day of January 2017 by John Schneider.

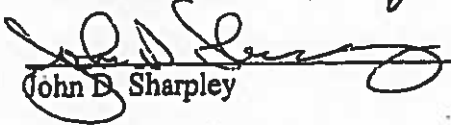



Notary Public, State of VIRGINIA
My commission expires 2/28/2018

Owns Lot: 31

Lot Owners:

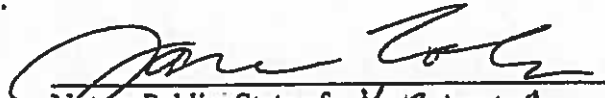

Beth D. Sharpley


John D. Sharpley

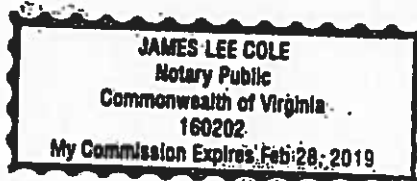
State of Virginia)

County of Accomack

The foregoing instrument was acknowledged before me this 11TH day of January 2017, by Beth D. Sharpley and John D. Sharpley.


Notary Public, State of VIRGINIA
My commission expires 2/28/2019

Owens Lot: 80

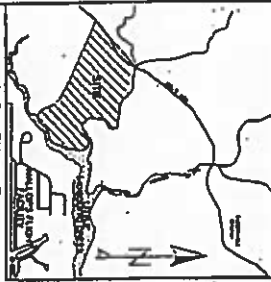


This document was drafted by and should be returned to:
Atty. Paul J. Hinkfuss
MLG Services Corp.
13400 Bishop's Lane, Ste. 270
Brookfield, WI 53005
(262) 797-9400

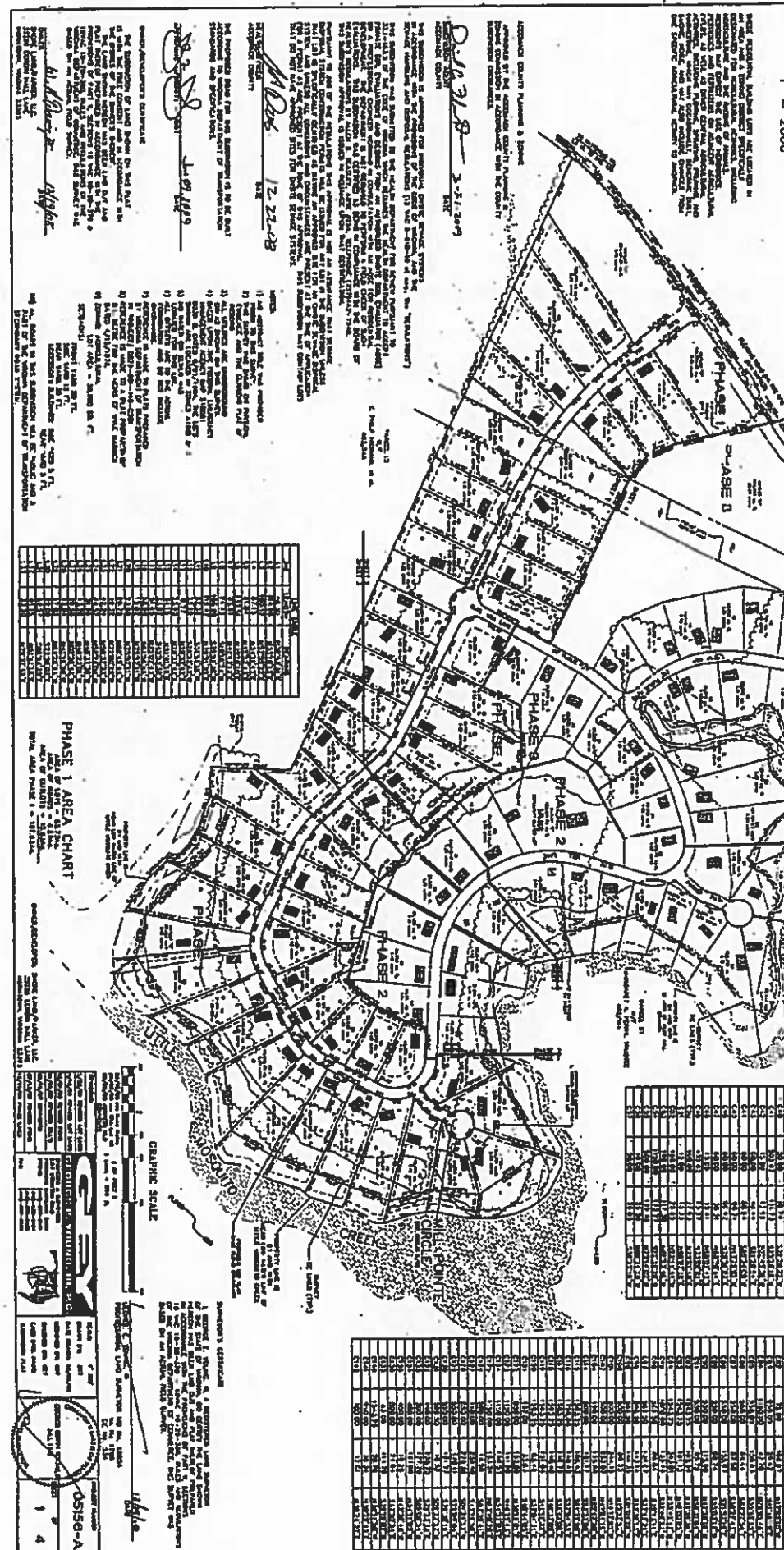
EXHIBIT A

**Final Subdivision Plat
Phase 1 of the Lands of
Olde Mill Pointe Subdivision**

(Attached)



- LEGEND**
- 1 - 1/4" = 1' PER AC
 - 2 - CONCRETE IMPROVED LOT
 - 3 - IMPROVED LOT
 - 4 - IMPROVED LOT
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FINAL SUBDIVISION PLAT
 FOR
PHASE 1
 OF THE UNITS OF
OLD MILL POINT SUBDIVISION
 TAX MAP 28 (A) PARCELS 6
 DISTRICT OF COLUMBIA
 ADOPTED COUNTY, VIRGINIA

APPROACH COURT - 1/20/18
 3-21-2019

APPROACH COURT - 1/20/18
 3-21-2019

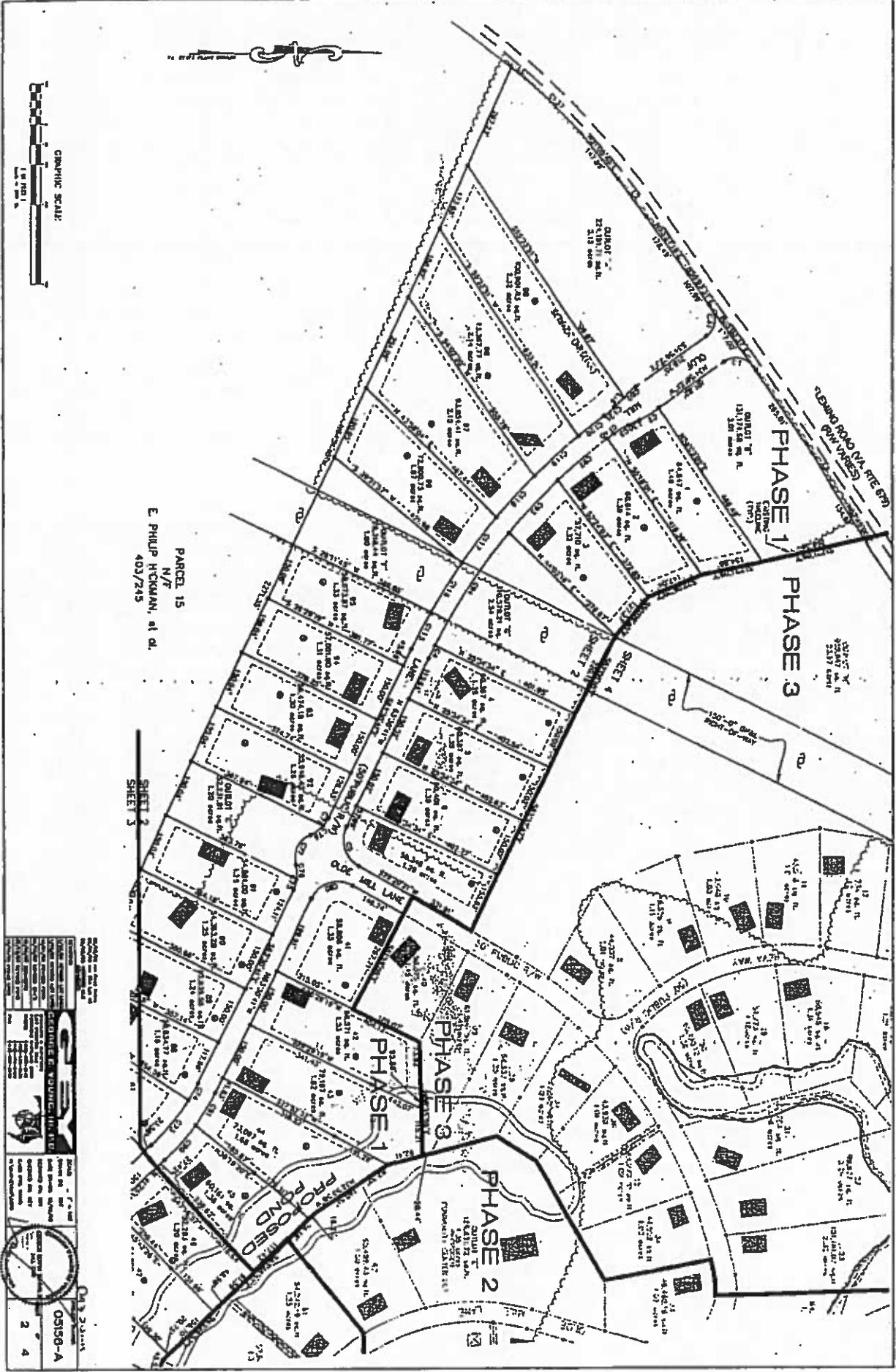
APPROACH COURT - 1/20/18
 3-21-2019

- NOTES**
- 1) All lots are to be improved.
 - 2) The lot area is to be improved.
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PHASE 1 AREA CHART

PHASE	ACREAGE	TOTAL ACRES
PHASE 1	1.00	1.00
PHASE 2	1.00	2.00
PHASE 3	1.00	3.00
TOTAL	3.00	3.00

LOT NO.	ACREAGE	TOTAL ACRES
1	0.01	0.01
2	0.01	0.02
3	0.01	0.03
4	0.01	0.04
5	0.01	0.05
6	0.01	0.06
7	0.01	0.07
8	0.01	0.08
9	0.01	0.09
10	0.01	0.10
11	0.01	0.11
12	0.01	0.12
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31	0.01	0.31
32	0.01	0.32
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95	0.01	0.95
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99	0.01	0.99
100	0.01	1.00



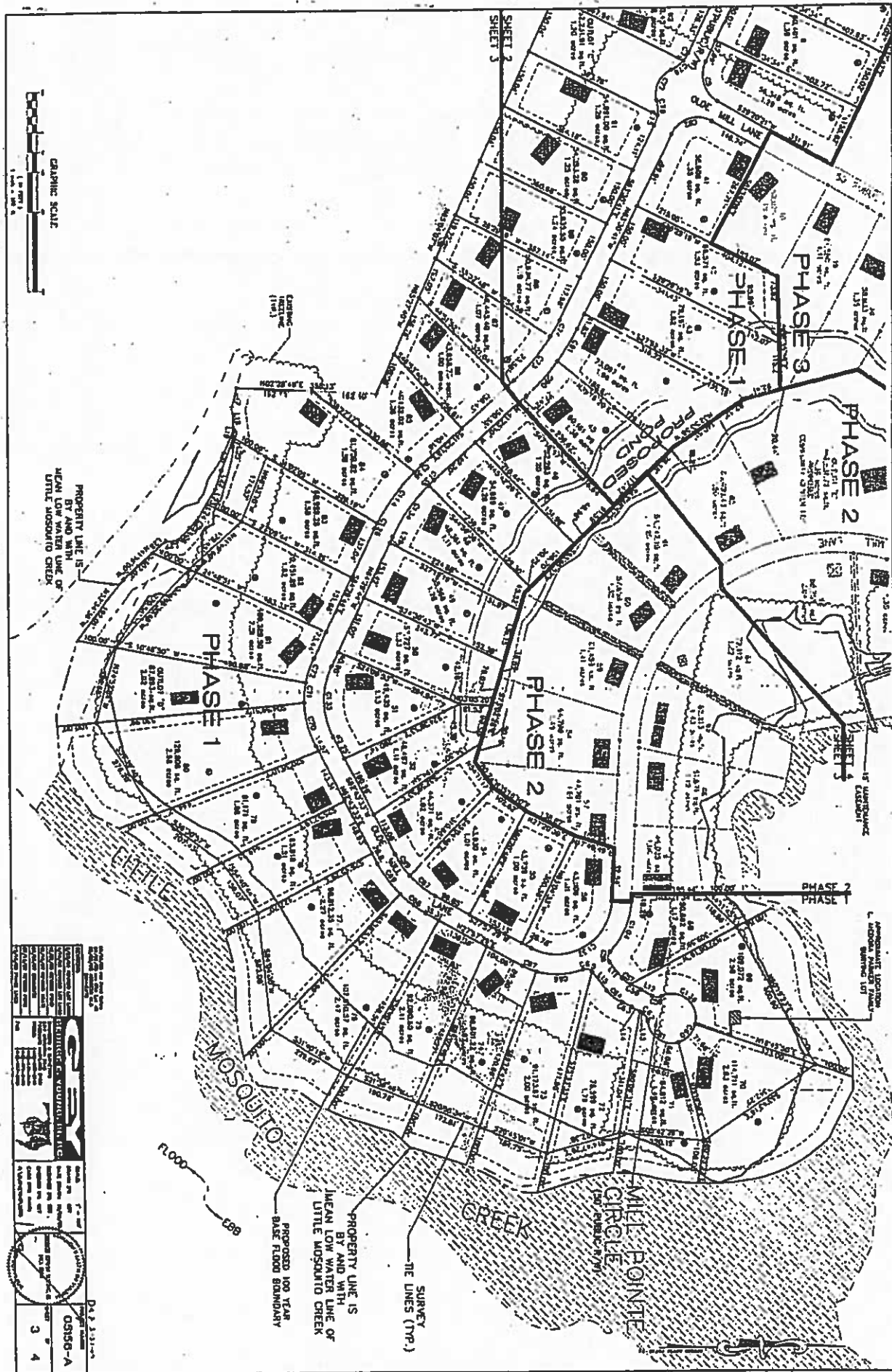
PARCEL 15
 N/F
 E. PHILIP HICKMAN, et al.
 403/245



03150-A
 2 4

DATE: 10/1/03
 DRAWN BY: G. E. YOUNG, III, P.E.
 CHECKED BY: G. E. YOUNG, III, P.E.
 PROJECT: PARCEL 15, N/F, E. PHILIP HICKMAN, et al.
 SHEET NO. 2 OF 4

03150-A



DATE: 3/1/2004
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 PROJECT: MILL POINTE CIRCLE
 SHEET: 3 OF 4
 03158-A
 3 4

EXHIBIT B

Final Subdivision Plat
Phase 2 of the Lands of
Olde Mill Pointe Subdivision

(Attached)

