

Deed of Dedication as Amended November 2007

Introduction

This file is a reproduction of the *Deed of Dedication as Amended*. It was created by scanning a copy of a portion of the deed recorded in the Office of the Clerk of the Circuit Court for the County of Madison. As an electronic reproduction it may contain scanning or conversion errors. Always refer to the originals at the Clerk's Office or the copy in your Disclosure Packet. **This document is not to be construed as a disclosure package.**

The Deed Book/Page numbers or Instrument Numbers are important references and are inserted into the title block of each page. The file itself is in Adobe Portable Document Format (PDF) and as such may be viewed, searched, and printed using the appropriate software.

Covenants

A covenant is a legal obligation built into the deeds of all the homes in a common interest development such as one governed by a homeowner association (HOA). Examples might be to maintain a property in a reasonable state of repair, to preserve a sight-line for a neighboring property, not to run a business from a residence, or not to build on certain parts of the property.

The Malvern Club Inc. By-Laws state: "Covenants" shall mean and refer to the Covenants, Conditions and Restrictions applicable to the Subdivision and contained in the Deeds of Dedication of Subdivision recorded in the office of the Clerk of the Circuit Court of Madison County, Virginia.

The lots in Malvern were created in the early 1970s by a series of recorded deeds. A deed that creates lots is commonly known as a Deed of Dedication. The deed will contain Virginia statutory phraseology, will contain or refer to a plat of the lots being created and may contain or will refer to covenants of record. Ownership of lots is conditioned upon adherence to the covenants.

As time progresses certain covenants may need clarification or updating, or it may be necessary to add to the existing covenants. The Malvern By-Laws allow these periodic amendments to occur by vote of the membership. The approved amendment or resolution will then be recorded in the office of the Clerk of the Circuit Court of Madison County, Virginia.

The various recorded Deeds of Dedication along with recorded amendments and resolutions may be viewed in the office of the Clerk of the Circuit Court of Madison County, Virginia. Copies may also be obtained in this office for a fee. Your settlement papers should include a "Disclosure Packet" which will contain copies of pertinent deeds containing covenants of record at the time of your settlement.

This file contains a partial listing of recording references you would find helpful if you were to visit the office of the Clerk of the Circuit Court of Madison County, Virginia. This file also contains an

Malvern Club, Inc.

abbreviated version of those deeds contained in the list on the following page. The abbreviated version is meant to be convenient and informational but does not replace the wording contained in the recorded deed. Only a title search by those qualified to perform them will insure an all-inclusive list of pertinent deeds.

Usage

The pages are presented in chronological order. As each newer page amends an older page, users must consider the collection as a whole with newer Amendments adding to, or modifying existing CC&Rs.

Documents within this file

All original documents are on file at the Madison County Clerk's office.

Title	Dated	Book	Page
Amendment to Deed of Dedication	04/10/1972	112	194
Resolution	02/21/1990	204	278
Amendment to Deed of Dedication	10/23/1990	206	841
Amendment to Deed of Dedication	05/12/1995	237	685
Amendment to Deed of Dedication	11/04/2002	Instrument Number: 020002637	
Amendment to Deed of Dedication	10/18/2004	Instrument Number: 040002791	
Resolution	05/25/2005	Instrument Number: 050001499	
Amendment to Deed of Dedication	06/02/2005	Instrument Number: 050001571	
Deed of Vacation of Easements	11/15/2010	Instrument Number: 100001684	

AMENDMENT TO DEED OF DEDICATION

WHEREAS, by deed of dedication dated October 31, 1970, and recorded in Deed Book 105, Page 435 in the Clerk's Office of the Circuit Court of Madison County, Virginia, Malvern of Madison, Incorporated, by its duly authorized officers, subjected the real estate therein described as Section 1, Malvern of Madison Subdivision, shown on plat of Charles B. Shreve and Associates, dated October, 1969, revised June 11, 1970, to the covenants and restrictions therein set forth at large; and

WHEREAS, all of the parties hereto now desire to amend said deed of dedication;

NOW THEREFORE, it is agreed by and between the parties hereto that the covenants and restrictions contained in the aforesaid deed of dedication are hereby amended and shall henceforth read as follows:

1. These restrictions are intended to protect and maintain the beauty of the development, to protect against substandard construction and to preserve and maintain it in an appealing and attractive condition for the general benefit of all the owners. Accordingly these covenants, restrictions and reservations shall be included in all conveyances, transfers and leases of the real property described on the said plat to any subsequent purchaser who shall be bound by these restrictions whether or not the same shall have been fully set forth in the deeds or instruments of transfer.

2. The lots designated in the subdivision shall be used for residential purposes only, and no profession, business, trade, enterprise or commercial activity of any kind or any nature shall be conducted or carried on upon any said lot or within any dwelling hereinafter erected thereon, without the express written approval of the developer or the Property Owner's Association.

3. The rights of a property owner to use in common with others the clubhouse, streets, roadways, trails, walks, utilities, connections and other services and common facilities within the development area shall be dependent upon the payment annually of such charges or assessments to the Property Owner's Association as may be required to pro-rate the expenses of providing and maintaining the aforesaid services and facilities proportionately among the designated lot owners and such use shall be pursuant to regulations of the Property Owners' Association. Such charge shall become a lien on the respective owners of lots and shall so continue until paid in full, subordinated nevertheless to any mortgage executed in good faith for value which shall have been theretofore recorded.

4. No more than one single family residence dwelling shall be erected or maintained upon any lot described in the development plan, and all such dwellings shall be of year-round, permanent type

construction, subject however, to the further right of an owner to have erected and maintained thereon a private garage and garden tool house, woodshed or storage facility, which adjacent buildings shall conform in general appearance to that of the residential structure on the lot and shall be appropriate in design, size and construction for use in conjunction with a single family residence.

5. No structure, whether residence, accessory building or other improvement shall be constructed or maintained upon any building lot and no alterations to the exterior of the structure shall be made unless there shall have been first submitted to and written approval obtained from the Property Owner's Association of the complete final plans, specifications and design thereof showing the exterior, height, elevation, building material, color scheme, and further setting forth the location of said structure plotted on a plat of said lot. All such structures shall be set back from at least one hundred feet from the edge of all roads and at least sixty feet from all side lot lines unless prior written consent to locate such structures elsewhere is obtained from the developer or the Property Owner's Association.

6. A lot designated on the original development plan shall not be further subdivided except by the Developer prior to a sale thereof.

7. No structure of a temporary character, trailer, house-trailer, tent or other outbuildings shall be used or permitted on any lot or in any area at any time as a residence, either temporary or permanent, without the express written approval of the developer or the Property Owner's Association.

8. Following the written approval of the plans by the Property Owner's Association for the proposed construction of a residential dwelling on any given lot, the respective owner, upon the initiation of construction, shall cause the same to be completed in a sound and workmanlike manner strictly in accordance with said plans and specifications within a period of fifteen months from the date of the commencement of construction. All debris and other temporary articles located on the lot for purposes of construction shall be thereupon promptly cleared and removed.

9. In addition to those easements shown on the plat herein referred to, which are expressly reserved, easements for the installation and maintenance of utilities, drainage facilities, sewerage and bridle trails as may from time to time be required for the maximum use and advantage of the owners of lots in said subdivision along all lot lines and the edge of all roads and within ten feet thereof are hereby reserved to the developers, its successors and assigns, including and reserving to the said developers the right of entry upon any lot to construct and maintain the utility services, improvements, ways, trails, pipes, poles, wires, etc., whether under or above ground so long as such construction and maintenance does not hinder or prevent the construction of any permitted building on a designated lot.

10. No sign shall be erected on any lot other than one designating the identity of the owner thereon, and in no case shall a sign exceed in size two square feet and the design of such sign shall be subject to the prior approval of the Property Owner's Association or the developer.

11. No noxious or offensive activity shall be suffered or permitted upon any lot or in any area of the development. No unsightly objects shall be displayed on any lot, nor shall anything be done thereon which may be or later become an annoyance or nuisance or danger to the health of any other lot owner or which may otherwise detract from the general character and quiet enjoyment and preservation of the residential quality of the neighborhood. No internal combustion engines and no boats over fifteen feet long shall be used on any lake in this or any future portion of the subdivision.

12. Owners of occupied or unoccupied lots shall at all times keep and maintain their property in this development in an orderly manner to prevent and eliminate an accumulation of any garbage, rubbish, debris and other like material on the premises.

13. No cutting of any evergreen trees whose trunk diameter shall be in excess of four inches nor deciduous trees whose trunk diameter shall be in excess of six inches shall be permitted without the prior written approval of the Property Owner's Association or the developer.

14. Invalidity of any easement, covenant, restriction agreement or charge herein contained shall in no way affect the validity of any other provision. Failure to proceed to enforce any provision hereof shall in no way constitute a waiver of any rights with respect thereto nor constitute precedent for any subsequent circumstance.

15. Until such time as eighty percent of the total development, including these lots and lots to be divided in the future, is sold the developer shall exercise the role of the Property Owner's Association. At that time the developer shall choose from the property owners a basic working body of not less than six members who should elect their officers and perform all attendant duties. At that time the developer will deed the clubhouse and amenities to said association free and clear of any liens or encumbrances.

16. The developer, Malvern of Madison, Incorporated, and its successors, reserve the right to revise, alter and amend any one or more of the above provisions as to any unsold lot or any undeveloped land within said subdivision and the parent tract, and to add lots to the subdivision subject to these restrictions.

17. No hunting shall be allowed upon any lot or common area, and no firearms shall be discharged in the subdivision except as authorized by the Property Owner's Association.

18. Malvern Club, Inc. is designated as the Property Owner's Association, and it will be responsible for the upkeep and maintenance of all lakes and other common areas to be acquired from the Developer. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by said Corporation shall be a member of the Corporation, provided that such membership shall not extend to those holding such interest only as security for an obligation, and provided further that the Developer shall not be required to be a member of said Corporation nor shall it be subject to such assessments.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 10th day of April, 1972.

MALVERN OF MADISON, INCORPORATED

Note: This is a reproduction created by scanning a copy of the deed recorded in the Office of the Clerk of the Circuit Court for the County of Madison, at Deed Book 112 at Page 194 and then using optical character reading software to excerpt the wording shown here from the body of the scanned image. It may contain errors. This document is not to be construed as a disclosure package.

RESOLUTION

Adopted at the Annual Budget Meeting of Malvern Club, Inc., on October 21, 1989, Malvern Club, Inc., held in Madison County, Virginia.

WHEREAS, by various written instruments recorded in the office of the Clerk of the Circuit Court of Madison County, the Malvern of Madison Subdivision was created. That the recorded instruments are various plats and declarations and consent to declarations, which create various lots subject to easements and covenants restricting and affecting the use and enjoyment of the lots of the subdivision and which govern the use of the common areas; and,

WHEREAS, the said plats referred to are recorded as follows: Deed Book 113 Page 349; Deed Book 115 Page 423 & 424; Deed Book 111 Page 434-440; Deed Book 105 Page 440 & 441; Deed Book 126 Page 510 & 511; Deed Book 117 Page 165 & 166; Deed Book 117 Page 173 & 174; Deed Book 116 Page 167; Deed Book 121 Page 407; Deed Book 121 Page 215; Deed Book 121 Page 406; Plat Book 7 Page 49 & 50; and

WHEREAS, the declarations are recorded as follows: Deed Book 112 Page 201; Deed Book 117 Page 318; Deed Book 117 Page 501; Deed Book 116 Page 219; Deed Book 116 Page 162; Deed Book 113 Page 345; Deed Book 105 Page 435; Deed; Deed Book 112 Page 194; and

WHEREAS, the Malvern Club, Inc., has assumed the role of the developer as contemplated in the various declarations, and is the association of property owners within the subdivision; and

WHEREAS, by Section 55-513 of the CODE OF VIRGINIA, 1950, as amended, the board of directors of the association have the power to establish, adopt, and enforce rules and regulations with the respect to use of the common areas and such other areas of responsibility assigned to the association.

NOW, THEREFORE, the Board of Directors after careful consideration of the matters do now wish to amend and alter the existing declarations in the following manner:

BE IT RESOLVED, that from this time forth, all residences to be constructed in the Malvern of Madison Subdivision, as the subdivision is set out on the above referenced plats shall contain a minimum of 1500 square feet of living space. Living space shall specifically not include porches, whether enclosed or not, garages, patios, basements, cellars or attics. This resolution shall effect all future construction of any residence within the subdivision and shall become a covenant running with the land on each lot lying within the subdivision. Further the Secretary and President of the association are hereby directed to record a copy of this declaration in the office of the Clerk of the Circuit Court of

Madison County, and record a copy of this resolution with the minutes of the Board of Directors. The Board of Directors and the officers of the corporation are hereby empowered to use all means granted by law to enforce this resolution as it amends the recorded declarations.

Note: This is a reproduction created by scanning a copy of the deed recorded in the Office of the Clerk of the Circuit Court for the County of Madison, at Deed Book 204 at Page 278 and then using optical character reading software to excerpt the wording shown here from the body of the scanned image. It may contain errors. This document is not to be construed as a disclosure package.

AMENDMENT TO DEED OF DECLARATION OF PROTECTIVE
COVENANTS TO THE MALVERN OF MADISON SUBDIVISION

WHEREAS, a Resolution of the Board of Directors of the Malvern Club, Inc. was duly adopted and recorded among the land records of Madison County, Virginia, in Deed Book 204, Page 278; and,

WHEREAS, said resolution states in part that all residence to be constructed in the subdivision shall contain a minimum of 1,500 square feet of living space; and,

WHEREAS, said statement does not completely set forth the action taken by the Board of Directors and adopted by vote of the lot owners, which this instrument will now correct any ambiguity contained in the recorded resolution.

It is from this time forward declared pursuant to vote of the Board of Directors and of the membership of the Malvern Club, Inc.

All residences constructed in the Malvern of Madison Subdivision of Madison County, Virginia, shall contain upon the following minimum square feet of living space.

All one story residences shall have minimum of 1,500 square feet of living space.

All one and one-half story residences shall have a minimum of 1,200 square feet of living space on the first floor and 600 square feet of living space on the second floor.

All two story residences shall have a minimum of 1,200 square feet of living space on the first floor and 1,200 square feet of living space on the second floor.

In all other respects the Resolution recorded in Deed Book 204, Page 278, and all prior declarations shall remain in full force and effect.

We, the undersigned officer's of Malvern Club, Inc., do hereby certify that the foregoing corrections were duly adopted by the Board of Directors and by vote of the membership on October 21, 1989, at the annual budget meeting which was held after due notice.

Witness the following signature and seals.

MALVERN OF MADISON, INCORPORATED

Note: This is a reproduction created by scanning a copy of the deed recorded in the Office of the Clerk of the Circuit Court for the County of Madison, at Deed Book 206 at Page 841 and then using optical character reading software to excerpt the wording shown here from the body of the scanned image. It may contain errors. This document is not to be construed as a disclosure package.

THIS AMENDMENT TO DEED OF DEDICATION OF THE PROTECTIVE COVENANTS for the Malvern of Madison Subdivision made and entered into this 12th day of May, 1995, by and between The Board of Directors of the Malvern Club, Inc., a Virginia corporation.

WHEREAS, by various written instruments recorded in the office of the Clerk of the Circuit Court of Madison County, the Malvern of Madison Subdivision was created. That the recorded instruments are various plats and declarations and consent to declarations, which create various lots subject to easements and covenants restricting and affecting the use and enjoyment of the lots of the subdivision and which govern the use of the common areas; and,

WHEREAS, the said plats referred to are recorded as follows: Deed Book 113, Page 349; Deed Book 115, Page 423 & 424; Deed Book 111, Pages 434-440; Deed Book 105, Page 440 & 441; Deed Book 105, Page 440 & 441; Deed Book 126, Page 510 & 511; Deed Book 117, Page 165 & 166; Deed Book 117, Page 173 & 174; Deed Book 116, Page 104, 105 & 167; Deed Book 121, Page 407; Deed Book 121, Page 215; Deed Book 121, Page 406; Plat Book 7, Pages 49 & 50; and,

WHEREAS, the declarations of the Deed of Dedications are recorded as follows: Deed Book 112, Page 201; Deed Book 117, Page 318; Deed Book 117, Page 501; Deed Book 116, Page 219, Deed Book 116, Page 162; Deed Book 113, Page 345; Deed Book 105, Page 435; Deed Book 112, Page 194; Deed Book 204, Page 278, and Deed Book 206, Page 841; and,

WHEREAS, the Malvern Club, Inc. , has been designated as the Property Owners' Association and is the association of property owners within the subdivision; and,

WHEREAS, by Section 55-513 of the CODE OF VIRGINIA, 1950, as amended, the Board of Directors of the association has the power to establish, adopt, and enforce rules and regulations with the respect to use of the common areas and such other areas of responsibility assigned to the association.

NOW, THEREFORE, that for and in consideration of the premises, the Board of Directors after careful consideration of the matters, do now wish to amend and alter the existing declarations of the Deeds of Dedication in the following manner:

1. No track bikes, mini-bikes, off road vehicles, three or four wheel ATVs or similar vehicles may be operated on any of the roads, common areas of the subdivision, or lots owned by Malvern Club, Inc. or Malvern Management Corporation.

2. All motor vehicles as defined in the Code of Virginia, 1950, as amended, which are operated on the roads and common properties shall be registered and insured as required by the Code of Virginia, 1950, as amended.

3. All vehicles operated on the roads and common properties shall be operated by individuals possessing valid driver's license as required by the Code of Virginia, 1950, as amended.

4. Lot owners who are parents, guardians, etc. of minor children shall be responsible for insuring that there is no violation of these covenants.

5. All statutes and laws regulating the use of highways, rights of way, and vehicles of any type of the Code of Virginia, 1950, as amended, are hereby incorporated herein as if they were set forth herein verbatim.

6. Pursuant to 46.2-100, 46.2-101 and 46.2-102, et. seq. of the Code of Virginia, 1950, as amended, any law enforcement officer may patrol the streets and roads within the subdivision and enforce the provisions of the Code of Virginia, 1950, as amended.

7. Invalidation of any easement, covenant, restriction, shall in no way affect the validity of any other provision. Failure to proceed to enforce any provision herein shall in no way constitute a waiver of any rights with respect thereto nor constitute a precedence for any subsequent circumstances.

WITNESS the following signatures and seals.

MALVERN OF MADISON, INC.

Note: This is a reproduction created by scanning a copy of the deed recorded in the Office of the Clerk of the Circuit Court for the County of Madison, at Deed Book 237 at Page 685 and then using optical character reading software to excerpt the wording shown here from the body of the scanned image. It may contain errors. This document is not to be construed as a disclosure package.

**AMENDMENT TO DEED OF DEDICATION OF PROTECTIVE
COVENANTS OF THE MALVERN OF MADISON SUBDIVISION**

WHEREAS, a Resolution of the Board of Directors of the Malvern Club, Inc. was duly adopted and recorded among the land records of Madison County, Virginia, in Deed Book 206, Page 841; and,

WHEREAS, said resolution states in part that: 'All two story residences shall have a minimum of 1,200 square feet of living space on the first floor and 1,200 square feet of living space on the second floor.'

WHEREAS, the Board of Directors, after careful consideration of the matter and adopted by a vote of the lot owners, now alter the existing declaration of the Deed of Dedication in the following manner:

All two story residences shall have a minimum of 1,100 square feet of living space on the first floor and 1,100 square feet of living space on the second floor. Structural modifications are permitted, with the approval of the Malvern Architectural Committee, to equal a minimum total of 2,200 square feet of living space.

IN all other respects the Resolution recorded in Deed Book 206, Page 841, and all prior recorded declarations shall remain in full force and effect.

WE, the undersigned officers of Malvern Club, Inc., do hereby certify that the foregoing changes were duly adopted by the Board of Directors and by vote of the membership on October 26, 2002 at the Annual Budget Meeting which was held after due notice.

WITNESS the following signatures and seals.

MALVERN CLUB, Inc.

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**AMENDMENT TO DEED OF DEDICATION OF PROTECTIVE
COVENANTS OF THE MALVERN OF MADISON SUBDIVISION**

WHEREAS, a Resolution of the Board of Directors of the Malvern Club, Inc. was duly adopted and recorded among the land records of Madison County, Virginia, in Deed Book 206, Page 841; and,

WHEREAS, the Board of Directors, after careful consideration of the matter and adopted by a vote of the lot owners, now alter the existing declaration of the Deed of Dedication in the following manner:

Impounding of unattended vehicles on Malvern roadways or common areas

- 1) If any vehicle is left unattended upon any roadway or on any common area in Malvern for longer than forty-eight (48) hours, the Malvern Club, Inc. shall have the authority to engage the services of a towing service to impound and remove such vehicle and the owner shall be charged with the cost of towing, storage, and any other charges incurred therewith. No vehicle so impounded shall be released until all applicable costs have been paid.
- 2) In the case of any vehicle left unattended on any roadway or common area that shall impede the movement of traffic on said road, or in the case of common areas, shall be considered a nuisance, as soon as notice of such vehicle is provided to the President of Malvern Club, Inc. The President or a designee shall have the authority to engage the services of a towing service to remove such vehicle and the owner shall be charged with the costs of towing, storage, and any other charges incurred therewith. No vehicle so impounded shall be released until all applicable cost have been paid.

Junked motor vehicle on private property

- 1) A 'junked motor vehicle' is defined as any motor vehicle that is in a wrecked, dismantled, or partially dismantled condition, or from which the wheels, engine, transmission, or any substantial part thereof has been removed, or which for any other reason is incapable of operation on its own power, or which is unlicensed or bearing expired license tags.

- 2) No person shall leave a junked motor vehicle on any property within Malvern, nor shall any owner or lessee permit any junked motor vehicle to remain on a roadway or private property within Malvern. Vehicles stored in an enclosed garage are not subject to this ordinance.
- 3) The President of the Malvern Club, Inc. Or a designee may impound a junked motor vehicle after first attaching a notice on the junked vehicle that shall state, in part: “This vehicle is presumed junked. If not removed within seven (7) days of the date of this notice, this vehicle shall be impounded.” In the case of non-compliance with the notice in the seven (7) days allowed, impoundment shall follow.
- 4) The president of the Malvern Club, Inc. or his designee shall have the authority, for cause, to grant an extension of the seven (7) day limit for a period not to exceed an additional seven (7) days. Upon receipt of a written statement, prior to the expiration of the fourteen (14) day period for compliance, setting forth the reasons that additional time may be required, the President, officers and directors of Malvern Club, Inc. Shall determine whether cause exists to further extend the time for compliance.
- 5) Within twenty-four (24) hours of an impoundment under this covenant, the President of Malvern Club, Inc., or his designee, shall send a notice to the last known registered owner of the vehicle and/or the property owner of record from which the vehicle was removed. This notice shall be sent by registered or certified mail, and shall contain the following:
 - a. A statement as to the reason the vehicle was impounded;
 - b. The year, make, model, and vehicle identification number (VIN) of the vehicle;
 - c. The location of the impound facility where the vehicle is being stored;
 - d. A statement notifying the owner of the right to reclaim the vehicle upon payment of all towing, storage, and other charges relating to the disposition of the vehicle.
- 6) No vehicle so impounded shall be released until all applicable costs have been paid.
- 7) When the owner of a vehicle that has been impounded under the requirements of this covenant has not reclaimed the vehicle within thirty (30) days of receipt of the notice of location of the impound facility and the costs due to reclaim said vehicle, Malvern Club, Inc. shall be authorized to file a lien on the property from which the vehicle was removed for all outstanding costs incurred in connection with towing and storage, including any reasonable administrative and legal costs.

WHEREAS, the Board of Directors, after careful consideration of the matter and adopted by a vote of the lot owners, now alter the existing declaration of the Deed of Dedication in the following manner:

Permitted Structures of Residence:

- (a) Log Homes
- (b) Stick Built Homes
- (c) Off-frame Modular Homes
 - 1. All modular homes must meet all state, local, and/or regional building codes.
 - 2. All homes must be set and anchored on a permanent concrete or masonry block foundation.
 - 3. Modular homes require state registration and proper labels.

Prohibited Structures of Residence:

- (a) Modular homes built and transported on a permanent steel base.
- (b) Any home that requires ground anchors and/or tie down straps.
- (c) Any home with less than 5/12 pitch.

IN all other respects the Resolution recorded in Deed Book 206, Page 841, and all prior recorded declarations shall remain in full force and effect.

WE, the undersigned officers of Malvern Club, Inc., do hereby certify that the foregoing changes were duly adopted by the Board of Directors and by vote of the membership on October 16, 2004 at the Annual Budget Meeting which was held after due notice.

WITNESS the following signatures and seals.

MALVERN CLUB, Inc.

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RESOLUTION OF MALVERN OF MALVERN CLUB, INC.

WHEREAS the Amendment to Deed of Dedication of the Protective Covenants for the Malvern of Madison Subdivision dated May 12, 1995, and recorded in the Clerk's Office of the Circuit Court of Madison County, Virginia, in Deed Book 237, page 685, provides in paragraph 5 and 6 as follows:

5. All statutes and laws regulating the use of highways, rights of way, and vehicles of any type of the Code of Virginia, 1950, as amended, and hereby incorporated herein as if they were set forth herein verbatim.
6. Pursuant to 46.2-100, 46.2-101 and 46.2-102. et. seq. of the Code of Virginia, 1950, as amended, any law enforcement officer may patrol the streets and roads within the subdivision and enforce the provisions of the Code of Virginia, 1950, as amended and;

WHEREAS, the Malvern Club, Inc. desires that the private roads of the Malvern of Madison Subdivision be designated "highways" for law-enforcement purposes pursuant to Virginia Code Section 46.2-100 (1950, as amended).

NOW THEREFORE, BE IT RESOLVED by Malvern Club, Inc. that the private roads of Malvern of Madison Subdivision are open to the use of the public; provided, however, such private roads shall continue to be privately owned and maintained; and BE IT FURTHER RESOLVED by Malvern Club, Inc. that the Madison County Board of Supervisors is hereby requested to designate such private roads as "highways" for law-enforcement purposes pursuant to Virginia Code Section 46.2-100 (1950, as amended).

WITNESS the following signatures and seals.

MALVERN CLUB, Inc.

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**AMENDMENT ONE OF 2005 TO DEED OF DEDICATION OF PROTECTIVE
COVENANTS OF THE MALVERN OF MADISON SUBDIVISION**

WHEREAS, a Resolution of the Board of Directors of the Malvern Club, Inc. was dully adopted and recorded among the land records of Madison County, Virginia, in Deed Book 117, Page 322; and,

WHEREAS, said resolution states in part that: 'No internal combustion engines and no boats over fifteen feet long shall be used on any lake in this or any future portion of the subdivision.'

WHEREAS, the Board of Directors, after careful consideration of the matter and adopted by a vote of the lot owners, now alter the existing declaration of the Deed of Dedication in the following manner:

'No internal combustion engines and no boats over fifteen (15) feet long nor canoes over seventeen (17) feet long shall be used on any lake in this or any future portion of the subdivision.'

In all other respects the Resolution recorded in Deed Book 117, Page 322, and all prior recorded declarations shall remain in full force and effect.

WE, the undersigned officers of Malvern Club, Inc., do hereby certify that the foregoing changes were duly adopted by the Board of Directors and by vote of the membership on April 30, 2005 at the Annual Meeting which was held after due notice.

**AMENDMENT TWO OF 2005 TO DEED OF DEDICATION OF PROTECTIVE
COVENANTS OF THE MALVERN OF MADISON SUBDIVISION**

WHEREAS, a Resolution of the Board of Directors of the Malvern Club, Inc. was duly adopted and recorded among the land records of Madison County, Virginia.; in Deed Book 117, Page 322; and,

WHEREAS, the Board of Directors, after careful consideration of the matter and adopted by a vote of the lot owners, now alter the existing declaration of the Deed of Dedication in the following manner:

SECTION 3. PRESIDENT The president shall preside at all meetings of the corporation of the Board of Directors at which he is present, shall exercise general supervision of the affairs and activities of the corporation, shall co-sign checks for more than \$2,500, and shall serve as a member ex-officio if all standing committees.

WITNESS the following signatures and seals.

MALVERN CLUB, Inc.

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PREPARED BY &

**RETURN TO: Elliott H. DeJarnette
114 N. Main Street
Culpeper, VA 22701**

**GRANTEE'S ADDRESS: 905 Malvern Drive
Madison, VA 22727**

**TAX ID #: 49-1-4, 49-1-5, 49-1-6, 49-1-7, 49-1-7A, 49-1-8, 49-1-9, 49-2-50,
40-118, 40-117, 40-116, 40-115, 49-2-55, 49-2-56, 49-2-57, 40-114,
40-113, 40-112, 40-111, 40-110, 49-2-74, 49-2-75, 49-2-76, 49-2-77,
49-2-78, 49-5-190, 49-5-191, 49-5-192, 49-5-193, 49-5-194, 49-5-196,
49-5-197, 49-5-198, 49-5-200, 49-5-201, 49-5-215, 49-5-216, 49-5-217,
49-5-218, 49-5-219, 49-5-221, 49-5-224, 49-5-225, 49-5-226, 49-5-227,
49-5-228, 49-5-229, 49-5-230, 49-5-231, 49-5-232, 49-5-233**

CONSIDERATION: \$0.00

TITLE INSURANCE UNDERWRITER: None

THIS DEED OF VACATION OF EASEMENTS made and entered into this ____ day of November, 2010, by **MALVERN CLUB, INC.**, a Virginia corporation, Grantor and Grantee.

Whereas, the Malvern Club, Inc. was formed to provide for the maintenance, recreation and control of the residence lots and common areas within Malvern of Madison Subdivision in Madison County, Virginia; and,

Whereas the Malvern Club, Inc. is the owner and regulates the use of common areas of the Malvern of Madison Subdivision; and,

Whereas, the original subdivision plats showed an easement for a "Proposed Lake" on Lots 190, 191, 192, 193, 194, 196, 197, 198, 200, 201, 215, 216, 217, 218, 219, 221, 229, 230, 231, 232 and 233; and,

Whereas, the original subdivision plats showed a 20' easement on Lots 221 and 233; and,

Whereas, the original subdivision plats showed an area designated “Beach” on Lot 233; and,

Whereas, the original subdivision plats showed an area designated “Park” on Lot 221; and,

Whereas, the original subdivision plats showed a 20' easement for bridle trails on Lots 4, 5, 6, 7, 7A, 8, 9, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 74, 75, 76, 77, 78, 224, 225, 226, 227, 228 and 229; and,

Whereas, at a membership meeting of the Malvern Club, Inc. on October 16, 2010, after due notice to all lot owners in the Malvern of Madison Subdivision, by a vote of over two-thirds of the membership in attendance or voting by proxy, a resolution was duly adopted by the Board of Directors and the membership authorizing the vacation of the easement for the Proposed Lake, vacation of the 20' easement, vacation of the area designated as Beach, vacation of the area designated as Park, and the vacation of the easement for bridle trails.

Now, therefore, the Malvern Club, Inc., Grantor and Grantee herein, does hereby vacate the easement for the Proposed Lake on Lots 190, 191, 192, 193, 194, 196, 197, 198, 200, 201, 215, 216, 217, 218, 219, 221, 229, 230, 231, 232 and 233 in the Malvern of Madison Subdivision, does hereby vacate the 20' easement on Lots 221 and 233 in the Malvern of Madison Subdivision, does hereby vacate the area designated “Beach” on Lot 233 in the Malvern of Madison Subdivision, does hereby vacate the area designated “Park” on Lot 221 in the Malvern of Madison Subdivision, and does hereby vacate the 20' easement for the bridle trails on Lots 4, 5, 6, 7, 7A, 8, 9, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 74, 75, 76, 77, 78, 224, 225, 226, 227, 228 and 229 in the Malvern of Madison Subdivision.

All record references are to the land records of Madison County, Virginia.

WITNESS the following signature and seal:

MALVERN CLUB, INC.

By: _____
GERALD MONNAT, President

Attest: _____
BARRY GATES, Secretary

State of _____

County of _____, to-wit:

The foregoing deed was acknowledged before me by Gerald Monnat, President of Malvern Club, Inc. on this _____ day of November, 2010.

Notary Public

State of _____

County of _____, to-wit:

The foregoing deed was acknowledged before me by Barry Gates, Secretary of Malvern Club, Inc. on this _____ day of November, 2010.

Notary Public

Note: This is an unsigned copy of the "Deed of Vacation of Easements" prior to it being signed and recorded in the Office of the Clerk of the Circuit Court, Madison County, Virginia, on November 15, 2010, and recorded at Instrument 100001684. The recorded document has precedence over this copy should there be any differences. This document is not to be construed as a disclosure package.