



Existing wording is in black; ~~lined through wording is existing wording proposed to be deleted;~~  
**New wording is bold and underlined**

**A. BY-LAW III, MEMBERSHIP**

SECTION 2. MEMBERSHIP REGISTER. **(a)** Membership shall be duly recorded on a Membership Register. This Register shall contain the names, addresses, and telephone numbers of all members; the date of acquisition of membership; the name in which the membership is held, if held in joint ownership; the amount and date of each assessment fee paid; and if applicable, the date and cause for suspension of membership in good standing. ~~In addition to the inclusion of the foregoing on the Membership Register, membership shall be certified by issuance, upon receipt of assessments as required, of an identification card to each member specifying the name and current lot number (s).~~

**(b) Upon receipt of assessment payment residents shall receive two vehicle identification decals to be displayed on the vehicle's rear or back window until such time as the vehicle is sold or the property vacated. The Association may grant additional decals upon request.**

**B. BY-LAW IV, PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

SECTION 3. INFORMATION TO THE TREASURER. **(a)** All members shall notify the treasurer, in writing, of any changes in address, telephone number, status of Malvern Property ownership, and family membership.

**(b) All members shall notify the Treasurer, in writing, when their property is leased, including the number of tenants, names, and contact telephone number and a statement declaring that the tenants have been provided a copy of the documents and rules and regulations of Malvern Club, Inc. The duration of the lease shall not be for less than one (1) year without written approval of the Association.**

**C. BY-LAW V, ORGANIZATION**

SECTION 1. PURPOSES. The purposes of this organization are those set forth in the Articles of Incorporation and Deeds of Dedication and further:

To own, operate, conduct, and maintain a membership club, clubhouse, **and** recreation **areas for the use** centers, ~~and recreation and assembly rooms, and other facilities for the purpose of providing for the members' entertainment, sport, recreation, and instruction of all kinds; to furnish, equip, and decorate such clubs and clubrooms; to promote social and friendly activities among the members of such club or clubs and their guests and to provide and supply any and all appurtenances that may be necessary, useful, or convenient for the carrying on of sports, recreations and diversions of all kinds and descriptions for the entertainment, welfare and convenience of the members of such club or clubs and their guests and friends.~~

**D. BY-LAW V, ORGANIZATION**

SECTION 2. POWERS. In fulfillment of these purposes, the Club shall have the power further to:

(a) Contract for all services and expertise, such as attorneys, engineers, auditors, tax consultants, architects, etc. as may be required in connection with litigation concerning the Club;

(b) Employ such personnel as may be required;

(c) Establish budget formation and approval procedures;

(d) Enforce collection of assessments owed by initiating court proceedings against any members whose payment thereof has not been made within sixty (60) days of the date of notice of assessment.

**(e) Restrictions, rules and regulations may be enforced by any method normally available to the owner of private property in Virginia including but not limited to application for injunctive relief or damages. The Club, or its successor or the owner of any lot may bring such action.**

**(f) The Club shall also have the power to suspend the right to use facilities or services, assess charges against and suspend voting rights of any member for any violation of the declaration or rules and regulations.**

The foregoing statement of corporate purposes and powers shall not be construed as restricting or limiting in any way the general powers of this corporation, or their exercise and enjoyment, as they are defined in the Articles of Incorporation or expressly or implicitly granted by the laws of the Commonwealth of Virginia.

**E. BY-LAW VII, BOARD OF DIRECTORS**

SECTION 3. REMOVAL. A director may be removed from office by a vote of 75% of all eligible votes of the Club. **A director who is absent for three(3) Board meetings in any six(6) month period may be removed by a majority vote of the Board of Directors.** In which **each** case, the vacancy shall be filled pursuant to the provisions of Section 2 above.

**F. BY-LAW VIII, OFFICERS**

SECTION 3. PRESIDENT. The president shall preside at all meetings of the corporation or 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 of all standing committees.

**G. BY-LAW VIII, OFFICERS**

SECTION 8. APPOINTMENT OF COMMITTEES.

The Board of Directors shall, by appointment from ~~among~~ the Club members, annually designate ~~chairmen~~ **chairs** of the following standing committees: ~~(a) auditing, (b) architecture and community goals; (c) maintenance, safety and security, and (d) operations~~

**1. Architecture**

**2. Grounds/lake**

**3. Clubhouse/pool/playground**

**4. Roads**

**5. Rules/Covenants**

In addition, the president may appoint chairmen of special committees as he may deem ~~desirable~~ **necessary** and shall provide for their powers and duties. Such appointments shall be subject to the approval of the Board of Directors.

**H. COVENANT #2**

The lots designated in Malvern the subdivision shall be used for residential purposes only, ~~and no~~. **No** profession, business, trade, enterprise or commercial activity of any kind or any nature shall be conducted or carried on out upon any said lot or within any existing dwelling or hereinafter erected thereon, **excepting those defined as a By-Right Home Occupation by the Madison County Zoning Regulations for A1 areas, for which written approval of the Association must be requested.** ~~without the express written approval of the developer or the Property Owner's Association.~~

**I. COVENANT #5**

5. No structure, ~~whether~~ residence, accessory building or other improvement **structure** shall be constructed **upon any lot without the prior written approval of the Association.** ~~or maintained upon any building lot and no~~ **No structural alterations, excavations, walls, fences or other improvement, which alter the exteriors of any property shall be made or done without** to the exterior of the structure shall be made unless there shall have been first submitted to and written approval obtained from of the Property Owner's Association. ~~of the~~ **Appropriate Madison County building permits shall be submitted with the** complete final plans, specifications and design thereof showing the exterior, [comma removed] height, elevation, building material, color scheme, and further setting forth the location of said structure **or improvement** 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.~~

**J. COVENANT #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.~~

**K. COVENANT #10**

**No signs shall be erected on the common areas, including road easements, excepting by the Property Owner's Association.** No sign shall ~~signs may~~ be erected on any lot other than one **individual lots except the following: a sign not to exceed two(2) square feet in size may be erected** designating the identity of the owner thereon, of said lot. 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.~~ **A traditional real estate sign not to exceed four(4) square feet may be erected on the lot that is for sale and must be removed within one(1) week of the final sale of the property. A construction company sign not to exceed four(4) square feet may be placed on the lot only during construction. Any other signs require written approval of the Association.**

**L. COVENANT #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 **its becoming unsightly, hazardous, or a nuisance--and shall prevent** and eliminate an accumulation of any garbage, rubbish, refuse, debris and or other like material **materials that are deemed objectionable** on the premises.

**M. COVENANT #13**

No cutting of any evergreen trees whose trunk diameter shall be in excess of four inches ~~nor~~ or 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.~~ **Malformed, damaged, dead, rotting, or those trees that threaten property may be cut and removed.**

**N. COVENANT #17**

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

**O. COVENANT #18**

**No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained for commercial purposes. Common household pets shall at all times be the responsibility of the owner, shall be under the owner's control, and shall not be allowed to become a nuisance or a danger to the community. Dogs that become a problem to the community may become subject to a leash requirement by order of the Association.**