

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT
FOR THE COUNTY OF MADISON, THE 18 DAY OF April 19.....
THE FOREGOING INSTRUMENT WAS PRESENTED, AND WITH
THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT 10:40
O'CLOCK A.M., AFTER PAYMENT OF TAX IMPROVED BY SECTION
58-54 (GENERAL) OF 1.36.2258-54.1 (ADDITIONAL) \$ 10.00
TRANSFER \$ 2.50, RECORDING \$ 5.00, PLAT \$

Frederick F. Chiles
CLERK - DEPUTY CLERK

MADISON
COUNTY, VA.
DEED NO. 415

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 here-
to 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

*See Deed Book 204 Page 278 for Resolution 4/6/70
mail: Malvern of Madison, Inc.
Madison, Va.*

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FREDERICKSBURG, VA.

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

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a private garage and garden toolhouse, 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

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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

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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

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of any liens or encumbrances. ~~BOOK~~ 112 ~~PAGE~~ 199

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

By David P. McCord
President

(CORPORATE SEAL)

Attest:

David P. McCord
Secretary

LAW OFFICES
SCAIFE & KINNAMON
1103 PRINCESS ANNE ST.
FREDERICKSBURG, VA.

BOOK 112: 200

~~STATE OF VIRGINIA~~

City of Washington

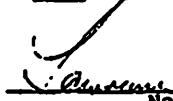
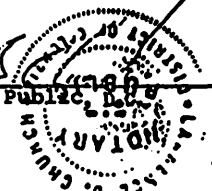
~~COUNTY OF MADISON, DISTRICT OF COLUMBIA~~

District of Columbia

I, Lawrence B. Church, a Notary Public in
and for the County and State aforesaid, do hereby certify that
David B. Blandford and Roger J. Bush

President and Secretary respectively of Malvern of Madison,
Incorporated, whose names are signed to the foregoing writing,
bearing date on the 10th day of April, 1972, have acknowledged
the same before me in my County and State aforesaid.

Given under my hand this 18th day of April, 1972:


Notary Public, D.C.


My commission expires:

My Commission Expires Dec. 31, 1973

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT
FOR THE COUNTY OF MADISON, THE 18 DAY OF April,
1972 THE FOREGOING INSTRUMENT WAS PRESENTED, AND WITH
THE CERTIFICATE ANNEXED, ADMITTED TO RECORD AT 2:45
O'CLOCK PM, AFTER PAYMENT OF TAX IMPOSED BY SECTION
58-4 (GENERALLY) OF \$ 58.54 (ADDITIONAL) \$
TRANSFER \$ RECORDING \$ 14.00 PLAT \$


CLERK - DEPUTY CLERK

LAW OFFICES
SCAIFE & KINNAMON
1100 PRINCESS ANNE ST.
FREDERICKSBURG, VA.

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 301; 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; 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

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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.

I, Jacquelyn Driver, Secretary of the Malvern Club, Inc., do hereby certify that the foregoing resolution was duly adopted by the the Board of Directors of Malvern Club, Inc., at the Annual Budget Meeting of Malvern of Madison, Inc. on October 21, 1989, after due notice.

Jacquelyn B. Driver
Secretary

ATTEST:

Elizabeth A. Bunch
President

COMMONWEALTH OF VIRGINIA
COUNTY OF MADISON, to-wit:

This 21st day of February, 1990, personally appeared before me the undersigned Deputy Clerk, Circuit Court, Madison Co. Va. Jacquelyn B. Driver and Elizabeth A. Bunch personally known to me to be the Secretary and President of the Malvern Club, Inc., a Virginia Corporation and upon their oath did swear and subscribe that the foregoing was a true and accurate copy of a duly adopted resolution of the Board of Directors of the Corporation.

Debbie S. Nicholson
Deputy Clerk - Madison Co. Circuit Court
Notary Public Madison, Va.

[Page 3--Amendment to Malvern Deed of Dedication]

VIRGINIA: Clerk's Office, Circuit Court of Madison County
331 Clerk 96.00
039 St. Grantee —
213 Co. Grantee —
212 Transfer —
003 St. Grantor —
220 Co. Grantor —
TOTAL 96.00

The foregoing instrument was presented, and with the certificate appended, certified to record on the 21st day of February, 1990, at 14:15 hours, after payment of fees and costs as shown.
Teste: Debbie S. Nicholson
Clerk Deputy Clerk

**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.

Debra Hunt
Malvern Club
Madison, Va. 22727

In all other respects the Resolution recorded in Deed Book 204, Page 278, 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 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 signatures and seals.

MALVERN CLUB, INC.
BY: [Signature]
Debra J. Hurt, Secretary

ATTEST:

[Signature]
Raymond T. Brush, President

COMMONWEALTH OF VIRGINIA
COUNTY OF MADISON, to-wit:

This 23rd day of October, 1990, personally appeared before me the undersigned notary public, Debra J. Hurt and F. Raymond Brush personally known to me to be the Secretary and President of Malvern Club, Inc., a Virginia Corporation and upon their oath did swear and subscribe that the foregoing was a true and accurate copy of a duly adopted resolution of the Board of Directors of the Corporation.

[Signature]
Notary Public
Deputy Clerk - Circuit Court
Madison Co., Va. 22707

-2-

VIRGINIA: Clerk's Office, Circuit Court of Madison County

300 Co. 2	\$ 12.00
100 Co. 1	-
200 Co. 1	-
200 Co. 1	-
100 Co. 1	-
200 Co. 1	-
NSVSL	1.00
TOTAL	\$ 13.00

The foregoing instrument was presented, and with the certificate annexed, admitted to record on the 27 day of Nov., 1990, at 11:30 local time, after payment of fees and costs as shown.

Tolson: [Signature]
Clerk/Deputy Clerk

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

Return to: Burg - Early

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 CLUB, INC.

By: Samuel P. Devel [SEAL]
President

ATTEST:

David Kalish
Secretary

STATE OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit:

The foregoing Amendment to Deed of Dedication of the Protective Covenants was acknowledged before me the 13th day of MAY, 1995, by SAMUEL P. DEVEL, President of Malvern Club, Inc.

Given under my hand this 13th day of MAY, 1995.

James E. Finner
Notary Public

My commission expires: July 31, 1998

STATE OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit:

The foregoing Amendment to Deed of Dedication of the Protective Covenants was acknowledged before me the 13th day of MAY, 1995, by DAVID KALISH, Secretary of Malvern Club, Inc.

Given under my hand this 13th day of MAY, 1995.

James E. Finner
Notary Public

My commission expires: July 31, 1998

VIRGINIA: Clerk's Office, Circuit Court of Madison County

COPIES	5	\$ 13.00	The foregoing Amendment was presented.
THE VCLF	1	1.00	and the same was recorded, returned
COPIES GRANTED	_____	_____	to record on the <u>20</u> day of
COPIES TO CLERK	_____	_____	<u>June</u> , 19 <u>95</u> at
COPIES TO COURT	_____	_____	<u>10:09</u> from time after day and of
COPIES TO CLERK	_____	_____	_____
TOTAL	5	\$ 13.00	WITNESSED BY <u>James E. Finner</u>

MADISON
COUNTY, VA.

DEED No. 020002637

**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.

BY: Garth E Bagley
Garth E Bagley, Secretary

ATTEST: Frank Sargent
Frank Sargent, President

Malvern Club Inc.
2 Malvern Drive
Madison, VA 22727

COMMONWEALTH OF VIRGINIA
COUNTY OF MADISON, to-wit:

This 4th day of November, 2002, personally appeared before me the undersigned, Garth S. Bagley and Frank Sargeant personally known to me to be the Secretary and President of Malvern Club, Inc. a Virginia Corporation and upon their oath did swear and subscribe that the foregoing was a true and accurate copy of a duly adopted resolution of the Board of Directors of said Corporation.

Amanda D. Long, Deputy Clerk
madison co. circuit court.

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INSTRUMENT #020002637
RECORDED IN THE CLERK'S OFFICE OF
MADISON ON
NOVEMBER 4, 2002 AT 10:30AM
CAROLINE WATTS, CLERK
BY: Amanda D. Long (DC)

Circuit Court of Madison County
A TRUE AND EXACT COPY

TESTE: Amanda D. Long
Clerk/Deputy Clerk

MADISON
COUNTY, VA.

DEED No. 040002791

**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.

Return to: Frank S. Sargent
54 Turkey Trot Ln.
Madison, VA 22727

- 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 roof 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.

BY: Jennifer Pinder, Secretary

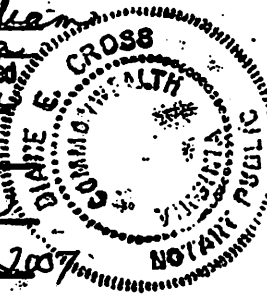
ATTEST: Frank Sargent
Frank Sargent, President

COMMONWEALTH OF VIRGINIA
COUNTY OF MADISON, to-wit:

This 16 day of October, 2004, personally appeared before me the undersigned, Jessifer Piader and Frank Sargent personally known to me to be the Secretary and President of Malvern Club, Inc. a Virginia Corporation and upon their oath did swear and subscribe that the foregoing was a true and accurate copy of a duly adopted resolution of the Board of Directors of said Corporation.

Diane E. Cross

County/City of Prince William
Commonwealth/State of Virginia
The foregoing instrument was acknowledged
before me this 16 day of October
2004, by
Frank Sargent
(name of person seeking acknowledgment)
Diane E. Cross
Notary Public
My commission expires: May 31, 2007



(4)

INSTRUMENT #040002791
RECORDED IN THE CLERK'S OFFICE OF
MADISON ON
OCTOBER 18, 2004 AT 04:11PM
CAROLINE WATTS, CLERK
Amanda O. Long, deputy clerk
RECORDED BY: ADL

MADISON

COUNTY, VA.

DEED No. 050001499

RESOLUTION OF MALVERN CLUB, INC.

318

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.

BY:

Linda Brown
Linda Brown, Secretary

ATTEST:

William L. [Signature]
President

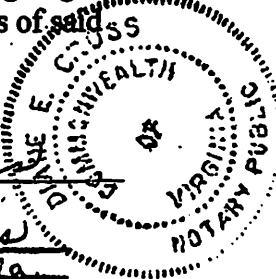
Malvern Club Inc
905 Malvern Dr.
Madison, VA 22727

Return:

COMMONWEALTH OF VIRGINIA
COUNTY OF MADISON, to-wit:

This 25th day of May, 2005, personally appeared before me the undersigned, Linda Brown and William L. Rowe, personally known to me to be the Secretary and President of Malvern Club, Inc. a Virginia Corporation and upon their oath did swear and subscribe that the foregoing was a true and accurate copy of a duly adopted resolution of the Board of Directors of said Corporation.

Diane E. Cross



County/City of Manassas

Commonwealth/State of Virginia

The foregoing instrument was acknowledged before me this 25 day of May

2005

Linda Brown & William L. Rowe
(name of person seeking acknowledgment)

Diane E. Cross

Notary Public

My commission expires May 31, 2007

INSTRUMENT #050001499
RECORDED IN THE CLERK'S OFFICE OF
MADISON ON
MAY 26, 2005 AT 04:18PM
CAROLINE WATTS, CLERK

RECORDED BY: LDL

Richard Lewis, DC

DEED No. 050001571

**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 duly 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.

Return: Malvern Club Inc.
905 Malvern Drive
Madison, VA 22727

WITNESS the following signatures and seals.

MALVERN CLUB, Inc.

BY: Linda Brown
Linda Brown, Secretary

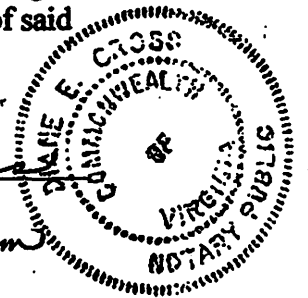
ATTEST: William Rowe
William Rowe, President

-1-

COMMONWEALTH OF VIRGINIA
COUNTY OF MADISON, to-wit:

This 2 day of June, 2005, personally appeared before me the undersigned, Linda Brown and William Rowe personally known to me to be the Secretary and President of Malvern Club, Inc. a Virginia Corporation and upon their oath did swear and subscribe that the foregoing was a true and accurate copy of a duly adopted resolution of the Board of Directors of said Corporation.

Diane E. Cross
County/City of Prince William
Commonwealth/State of Virginia
The foregoing instrument was acknowledged
before me this 2 day of June,
2005, by
William Rowe & Linda Brown
(name of person seeking acknowledgment)
Diane E. Cross
Notary Public
My commission expires: May 31, 2007



-2-

INSTRUMENT #050001571
RECORDED IN THE CLERK'S OFFICE OF
MADISON ON
JUNE 3, 2005 AT 10:35AM
CAROLINE WATTS, CLERK

RECORDED BY: LDL
Reed & Reed, PC

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 12th 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
GERALD MONNAT, President

Attest:

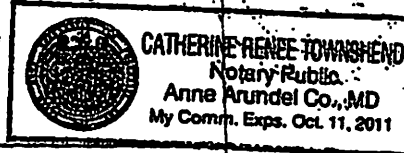
Barry Gates
BARRY GATES, Secretary

State of Maryland

County of Anne Arundel, to-wit:

The foregoing deed was acknowledged before me by Gerald Monnat, President of Malvern Club, Inc. on this 12 day of November, 2010.

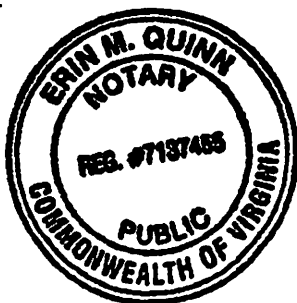
[Signature]
Notary Public



State of Virginia

County of Culpeper, to-wit:

The foregoing deed was acknowledged before me by Barry Gates, Secretary of Malvern Club, Inc. on this 13th day of November, 2010.



[Signature]
Notary Public

Expires: ~~Nov~~ February 28, 2011

MADISON

COUNTY, VA.

120000851

24

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

WHEREAS, an amendment to the deed of dedication dated April 10th, 1972, and recorded April 18th, 1972 in Deed Book 112, Page 194, and as amended at Deed Book 204, at page 278, and as amended at Deed Book 237 at page 685, in the Clerk's Office of the Circuit Court of Madison County, Virginia, Malvern of Madison, Incorporated, a.k.a. The Malvern Club, Inc., subjected the lots within the Malvern of Madison Subdivision, to the covenants and restrictions therein set forth; and,

WHEREAS, by various subsequent plats and declarations and consent to declarations, which created various lots subjected to the covenants and restrictions recorded in Deed Book 112, Page 194; and,

WHEREAS, a particular covenant and restriction within the deed recorded in Deed Book 112, Page 194, states, at paragraph 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"; and,

WHEREAS, the Board of Directors, after careful consideration of the matter at its March 8, 2012, Board of Directors meeting agreed to recommend that the membership approve changing the covenant to read, "A sign may be erected on any lot that identifies the owner and/or street address thereof. Such sign shall not exceed two square feet in size. No other sign may be erected on any lot without prior approval of the Property Owner's Association"; and,

WHEREAS, the membership, after due notice and careful consideration of the matter at its April 28, 2012 Annual Meeting, did affirmatively vote to approve the following wording, "A sign may be erected on any lot that identifies the owner and/or street address thereof. Such sign shall not exceed two square feet in size. One real estate sign not greater in size than 720 square inches may be placed on a lot or property. No other sign may be erected on any lot without prior approval of the Property Owner's Association";

NOW THEREFORE, it is agreed by and between the parties hereto that the covenant and restriction contained in the aforesaid deed and in all subsequent declarations is hereby amended and shall henceforth read as Paragraph 10:

"A sign may be erected on any lot that identifies the owner and/or street address thereof. Such sign shall not exceed two square feet in size. One real estate sign not greater in size than 720 square inches may be placed on a lot or property. No other sign may be erected on any lot without prior approval of the Property Owner's Association".

In all other respects the covenants and restrictions in Deed Book 112, Page 194, and all subsequent recorded declaration as amended shall remain in full force and effect.

Tax Map No. 49-1, 49-2, 49-3
(Parent Parcels)

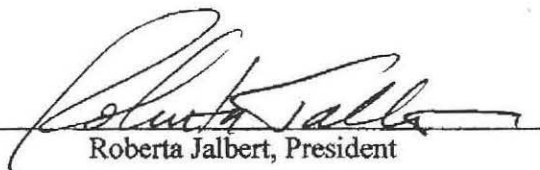
Lella Amis E. Pope, P.E., 49-1
Lella Amis E. Pope, P.E., 49-2
9324 Main Street, Manassas, Va 20110
703-282-0125

Prepared by and for
Malvern Club, Inc.
905 Malvern Drive
Madison, VA 22727


WE, the undersigned officers of Malvern Club, Inc., do hereby certify that the foregoing change was duly adopted by the Board of Directors and by vote of the membership on April 28, 2012, at the Annual Meeting which was held after due notice.

WITNESS the following signatures and seals.

For: MALVERN CLUB, Inc.

By: 
Roberta Jalbert, President

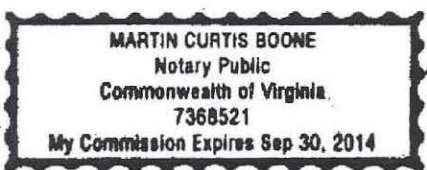
Attest:

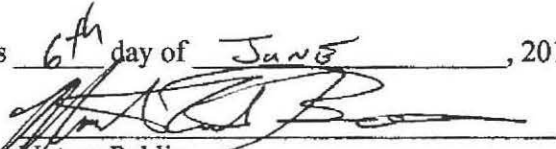
By: 
Brian Paul, Secretary

COMMONWEALTH OF VIRGINIA)
COUNTY OF MADISON, to wit:)

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Roberta Jalbert, President, Malvern Club, Inc., whose name is signed to the foregoing Amendment To Deed Of Dedication Of Protective Covenants Of The Malvern Of Madison Subdivision, has appeared before me and acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand and seal this 6th day of June, 2012.



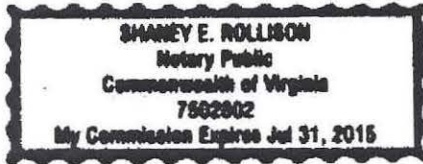

Notary Public
Registration Number 7368521
My commission expires: 09/30/2014

COMMONWEALTH OF VIRGINIA)
COUNTY OF MADISON, to wit:)

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Brian Paul, Secretary, Malvern Club, Inc., whose name is signed to the foregoing

Amendment To Deed Of Dedication Of Protective Covenants Of The Malvern Of Madison Subdivision, has appeared before me and acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand and seal this 7th day of June, 2012.



Shaney E. Rollison
Notary Public

Registration Number 7502800

My commission expires: July 31, 2015

INSTRUMENT #120000851
RECORDED IN THE CLERK'S OFFICE OF
MADISON ON
JUNE 14, 2012 AT 01:45PM
M.E. Smith D.C.
LINDA M. FARRISH, CLERK
RECORDED BY: MES

MADISON

COUNTY, VA

120001564

9

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

WHEREAS, an amendment to the Deed Of Owner's Consent and Dedication, dated April 10th, 1972, and recorded April 18th, 1972 in Deed Book 112, Page 194, and as amended at Deed Book 204, at page 278, and as amended at Deed Book 237 at page 685, in the Clerk's Office of the Circuit Court of Madison County, Virginia, Malvern of Madison, Incorporated, subjected the lots within the Malvern of Madison Subdivision to the covenants and restrictions therein set forth; and,

WHEREAS, by various subsequent plats and Deed Of Owner's Consent and Dedication, which created various lots subjected to the covenants and restrictions recorded in Deed Book 112, Page 194; and,

WHEREAS, a particular covenant and restriction within that Deed recorded in Deed Book 112, Page 194, states, at Paragraph 3, that the right of owners to use the facilities and services within the development shall be dependent upon the payment of such charges or assessments as may be required to pro rate expenses of providing and maintaining the services and facilities among owners, and that such assessments shall become a lien on the respective owners of the lots and shall continue until paid in full; and,

WHEREAS, based upon Virginia Code Section 55-509.3 requiring that all charges to the members be set forth in the recorded document, the Board did determine that additional language was needed to revise Paragraph 3 so that the Deed Of Owner's Consent and Dedication sets forth the costs of collection of assessments and the cost of enforcement of covenants that will be charged to the respective owners to thereby reduce common expenses pro rated among the members; and,

WHEREAS, the Board of Directors, after careful consideration of the matter at its September 13, 2012, Board of Directors meeting agreed to recommend that the membership approve changing the covenant; and,

WHEREAS, the membership, after due notice and careful consideration of the matter at its October 20, 2012 Annual Meeting, did affirmatively vote 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 modification of paragraph 3 as set forth herein.

NOW THEREFORE, it is agreed by and between the parties hereto that the covenant and restriction contained in the aforesaid deed and in all subsequent Amendment to that Deed Of Owner's Consent and Dedication is hereby amended and shall henceforth read as Paragraph 3:

3. The rights of the property owner, to use in common with others, the clubhouse, 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 as may be required to pro rate the expenses of providing and maintaining the aforesaid services and facilities proportionally among the designated owners.

g f

Tax Map No. 49-1; 49-2; 49-3; 49-4; 49-5; 49-6
(Parent Parcels)

Lella Anniss E. Pape, Esq.
9324 Main Street, Manassas, Va 20110
703-282-0125

Prepared by and Return to:

Return: Malvern Club Inc.
905 Malvern Road
Madison, Va. 22727

In addition, each Owner of any lot, by virtue of acceptance of a Deed, does further agree to pay to the Association all assessments and other charges assessed by the Board of Directors pursuant to the provisions of this section. Each owner shall be personally liable for all assessments against such Owner's lot. Each Owner shall be jointly and severally liable for any late charge in amount in the amount of \$30.00 per delinquent assessment, or such other amount as may be established from time to time by the Board of Directors. Each Owner shall be jointly and severally liable for the payment of any cost incurred by the Association, as cost is further defined by the Board of Directors by resolution, as well as all expense to the Association of all upkeep rendered necessary by such Owner's act or omission, or the act or omission of such owner's tenant, and such owner's or tenant's household members, guests, employees, agents or invitees regardless of neglect or culpability. Any such Owner shall be responsible in any proceeding arising out of any alleged default by an Owner or by any lawsuit or lien brought by the Association against any lot Owner, for the cost of such proceeding and reasonable attorney's fees of no less than 33 1/3% of the delinquency amount sought or reasonable attorney's fees in all matters not deemed assessment collection, even if the proceeding is settled prior to judgment.

If an assessment against an owner is payable in installments, upon default by such owner in the timely payment of any assessment installments, the remaining total amount of unpaid installments of such assessment may be accelerated, at the direction of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full by mailing notice of such delinquent assessment(s) by first-class mail to the defaulting Owner. If an Owner is delinquent in the payment of assessments for prior fiscal year, then the entire assessment (otherwise payable in installments) shall be due and payable in full once assessed, upon mailing of notice of such assessment to the defaulting owner.

If the default by an Owner in paying any sum assessed by the Board of Directors against such Owner's lot continues for a period in excess of 30 days, interest at a rate of 12% per annum may be imposed at the direction of the Board of Directors upon the principal amount unpaid, from the due date until paid. The imposition of interest shall not preclude collection of the late charge nor shall a charge levied pursuant to this section be considered interest subject to the limitations of the Owners Consent and Dedication.

The defaulting Owner shall also be responsible for all charges and fees incurred by the Association in providing notice pursuant to this subsection to include, but not limited to, certified mail fees, first-class mail fees, copy charges and any other costs of collection as further and hereinafter defined by the Board of Directors by Rule and Regulation. Such charge shall become a lien on the respective Owner's Lot 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.

g 4

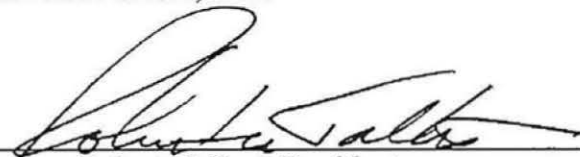
11

In all other respects, the covenants and restrictions in Deed Book 112, Page 194, and all subsequent recorded Amendment To Deed Of Owner's Consent and Dedication, as amended, shall remain in full force and effect.

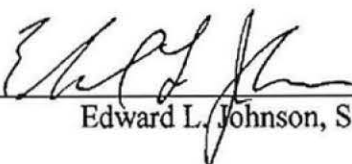
We, the undersigned officers of Malvern Club, Inc., do hereby certify that the foregoing change was duly adopted by the Board of Directors and by vote of the membership on October 20, 2012, at the Annual Meeting which was held after due notice.

WITNESS the following signatures and seals.

For: MALVERN CLUB, INC.

By: 
Roberta Jalbert, President

Attest:

By: 
Edward L. Johnson, Secretary

COMMONWEALTH OF VIRGINIA)
COUNTY OF MADISON, to wit:)

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Roberta Jalbert, President, Malvern Club, Inc., whose name is signed to the foregoing Amendment To Deed Of Owner's Consent and Dedication Of The Malvern Of Madison Subdivision, has appeared before me and acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand and seal this 8th day of November, 2012.


Notary Public
 Tinsley M. Summers
Notary Public 7522755
Commonwealth of Virginia
Registration Number 7522755
My Commission Expires June 30, 2016
My commission expires: June 30, 2016

COMMONWEALTH OF VIRGINIA)
COUNTY OF MADISON, to wit:)

I, the undersigned Notary Public, in and for the State and County aforesaid, do hereby certify that Edward L. Johnson, Secretary, Malvern Club, Inc., whose name is signed to the foregoing Amendment To Deed Of Owner's Consent and Dedication Of The Malvern Of Madison Subdivision, has appeared before me and acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand and seal this 8th day of November, 2012.



Tinsley M. Summers
Notary Public 7522755
Commonwealth of Virginia
My Commission Expires June 30, 2016

[Signature]
Notary Public

Registration Number 7522755

My commission expires: June 30, 2016

INSTRUMENT #120001564
RECORDED IN THE CLERK'S OFFICE OF
MADISON ON
NOVEMBER 8, 2012 AT 08:59AM
Cheryl B. Myers Deputy Clerk
LINDA M. FARRISH, CLERK
RECORDED BY: CBM