

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT  
FOR THE COUNTY OF MADISON, THE 18 DAY OF August  
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 \$ 2.00 58-54.1 (ADDITIONAL) \$ 2.00  
TRANSFER \$ 2.00, RECORDING \$ 2.00, PLAT \$ .....

*Francis F. Taylor*  
CLERK - DEPUTY CLERK

MADISON  
COUNTY, VA.  
DEED NO. 415

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

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

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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 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.

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. McCordford  
President

(CORPORATE SEAL)

Attest: [Signature]  
Secretary

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1103 PRINCESS ANNE ST.  
FREDERICKSBURG, VA.

BOOK 112:10 200

~~STATE OF VIRGINIA~~

City of Washington

~~COUNTY OF MADISON, CO. VA.~~


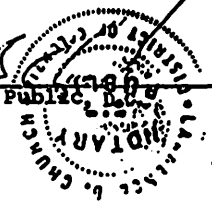
District of Columbia

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 10th day of April, 1972:

  
Notary Public, D.C.  


My commission expires:

By Commission Expires Dec. 31, 1973

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FOR THE COUNTY OF MADISON, THE 10 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 \$ 14.00 (ADDITIONAL) \$ 0.00  
TRANSFER \$ 0.00 RECORDING \$ 14.00 PLAT \$ 0.00

Diana L. Oyle  
CLERK - DEPUTY CLERK

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1100 PRINCETON AVENUE NW.  
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