

MADISON

COUNTY, VA

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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.

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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 Rd.
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.

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: [Signature]
Roberta Jalbert, President

Attest:

By: [Signature]
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.

[Signature]
Notary Public



Tinsley M Summers
Notary Public 7522755
Commonwealth of Virginia

Registration Number 7522755
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



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

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. Meyers Deputy Clerk

LINDA M. FARRISH, CLERK

RECORDED BY: CBM

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