

Mailed: 1-27-03
Scully & Bless
205. 1st St.
Winchester, Va. 22601

60489

BOOK 420 PAGE 659

DEED

THIS DEED made and dated this 21st day of January, 2003 by and between PEGGY C. RITTER, Widow, also known as Peggy L. Ritter, party of the first part, hereinafter called Grantor, and

[REDACTED]
Grantee, and RITTER MAINTENANCE CORPORATION, INC., a Virginia Corporation, party of the third part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the said party of the first part does hereby grant, bargain, sell and convey, with covenants of General Warranty of Title, in fee simple, unto the Grantee herein, to be free and clear from all liens and encumbrances, all that certain lot or parcel of real estate, together with the improvements thereon and the appurtenances thereto belonging, lying and being situate in the Capon District, Hampshire County, West Virginia being described as follows:

All that certain tract or parcel of real estate designated as Section I, Lot No. 3, White Cliff's of Ritter's Hidden Valley Estates, containing 3.3 acres, more or less, as per survey of Frank A. Whitacre, L.L.S., dated the 22nd day February, 1991, of record in the Office of the Clerk of the County Commission for Hampshire County, West Virginia. And being the same real estate which the Grantor herein acquired by Deed dated the 18th day of May, 1993 from George A. Ritter and Sandra R. Bowen, Co-Executors of the Estate of Clinton L. Ritter, of record in the aforesaid Clerk's Office in Deed Book 344, at Page 1, et seq.,.

Reference is hereby made to the aforesaid instruments and

the references therein contained for a further and more particular description of the property herein conveyed.

This conveyance is made subject to the easements, restrictions and building lines of record, if any, affecting the aforesaid realty and in particular made subject to the following restrictions which are real covenants and incorporated herein.

1. The property conveyed by this Deed is to be used for residential or recreational purposes only. However, it is not the intent of this restriction to prohibit a property owner from renting a residence or summer home to prospective tenants.

2. No mobile home is to be placed upon the premises, however, campers are allowed during the summer months.

3. No parcel or parcels of land conveyed by this deed may be subdivided into smaller parcels.

4. Only one single family dwelling per tract.

5. No building or structure can be placed closer than Twenty-five (25) feet to any right of way as shown on the plat.

6. There can be no commercial enterprise placed by the Buyers upon the premises and in particular involving the use of Dillon's Run. However, it is specifically and mutually agreed between the parties hereto that the Sellers on adjoining properties at their election may use Dillon's Run for commercial purposes, to-wit: a fish hatchery or fish farm.

7. The Grantee(s) agree(s) not to pollute Dillon's Run.

8. The Grantee(s) agree(s) not to place anything upon the

premises which would create a nuisance or be unsightly.

9. No cabin or house can be erected upon the premises containing less than Five Hundred Seventy-Five (575) square feet of floor space and at a cost of less than Eighteen Thousand Dollars (\$18,000.00).

10. Ritter Maintenance Corporation, Inc., its successors and/or assigns reserve a five (5) foot drainage easements along the boundary lines of said parcels, if necessary, to provide reasonable access to roads in Hidden Valley Estate.

11. Grantors reserve easements for the purpose of public utilities, such as electricity, telephone, water and sewer which will run with rights of way or division lines.

12. The property hereby conveyed is subject to the Thirty (30) foot rights of way as shown on the plat, which are to be joint rights of way for the use of the Grantor(s) and the Grantee(s), his/her/their heirs and assigns, for the purpose of ingress and egress from Ritter's Hidden Valley Estates to public highways, subject however, to a covenant as evidenced by the Grantee's signature hereto, the Grantee(s) agree(s) to pay One Hundred Dollars (\$100.00) per year, plus increases, for maintenance fees for Five (5) years to Ritter Maintenance Corporation, Inc., its successors and/or assigns, for the cost of maintaining said rights of way, said Five (5) year period to begin on the 1st day of January, 2004, (2003's maintenance fees having been prorated at closing) with the right reserved by

Ritter Maintenance Corporation, its successors and/or assigns, to extend said Maintenance Agreement for additional five (5) year periods, said Maintenance Fees to increase as set forth in said Maintenance Agreement Contract, said increases began January, 1998.

13. Ritter Maintenance Corporation, Inc., its successors and/or assigns reserve an easement through the stream bed of Dillon's Run Hollow for the purpose of diverting water at various locations in Dillon's Run Hollow for the purpose of gardens, pipelines to man made ponds, lakes and swimming pools.

14. It is covenanted and agreed as evidenced by the Grantee's signature(s) hereto, that the Grantee(s), his/her/their heirs and assigns agree to pay One Hundred Dollars (\$100.00) per year, plus increases, to Ritter Maintenance Corporation, Inc., its successors and/or assigns, for access to and for the cost of maintaining the lake and park area situate at Hidden Valley Estates, designated and known as Carlisle-Lupton and Alexander-Matthew Park. It is further agreed that after the first five (5) year period of the original contract, that maintenance fees for the lake may be increased per the terms of the Maintenance Contract, said increases began January, 1998.

15. As evidenced by the signature hereto, the Grantee agrees that non payment of maintenance fees will create a lien upon the property and the Grantee further agrees that in the event the property is sold to a subsequent purchaser that it is

necessary for Ritter Maintenance Corporation to join in the Deed for the purpose of certifying that all maintenance dues are current.

16. The Grantee further agrees that no signs will be posted against trespassers or hunting unless their lot is a lot which a portion thereof in whole or in part is an exterior line of Ritter's Hidden Valley Estates and in that event, Hidden Valley Conservation Club "No Trespassing" signs can be posted on the line or lines which are exterior lines to the development. It being the intent of this restriction to prohibit a property owner at Hidden Valley from restricting adjoining property owners and neighbors within the development from hunting and fishing. In the event the property owners join the Hidden Valley Conservation Club, they further agree to abide by all State Game Laws and Conservation Club Regulations.

Special Restriction: Ritter Maintenance Corporation, Inc., its successors and/or assigns, as evidenced by the signature of a duly authorized Officer of said company, hereby grants to the Grantee(s) legal rights of ingress and egress to McDonald-Bass Lake, for the sole, and exclusive purpose of boating and fishing only, and the adjoining property, including the covered bridge area, subject to the covenant that the Grantee(s), as evidenced by the signature(s) hereto, agree(s) not to commit any act which will alter, change or hinder the natural state of said Lake and further agree(s) to abide by all rules or regulations which have

and which hereafter may be set down by the Board of Directors of Ritter Maintenance Corporation, Inc., its successors and or assigns, to maintain and protect the Lake area. The Grantee's right of ingress and egress to the McDonald-Bass Lake as aforesaid is hereby further conditional upon the compliance.

DECLARATION OF CONSIDERATION

Under the penalties of fine and imprisonment as provided by law, the undersigned does hereby declare that the total consideration for the property conveyed by the document to which this declaration is appended is \$10,131.00.

TO HAVE AND TO HOLD the real estate herein conveyed, together with any and all improvements, all rights, privileges and appurtenances thereunto belonging unto the said RODNEY B. KNISELY, in fee simple, forever.

WITNESS the following signature(s) and seal(s):

Peggy C. Ritter (SEAL)
PEGGY C. RITTER, Grantor



RITTER MAINTENANCE CORPORATION, INC.

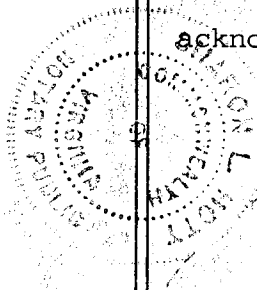
BY: Clinton R. Ritter (SEAL)
CLINTON R. RITTER, President

STATE OF VIRGINIA
CITY OF WINCHESTER, TO-WIT:

I, Sharon L. Hott, a notary public in and for the State and City aforesaid, do hereby certify that PEGGY C. RITTER, whose name is signed to the foregoing Deed bearing date the 21st day of January, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this 21st day of January, 2003.

My commission expires: June 30, 2005.



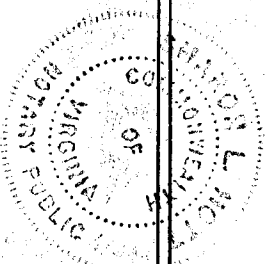
Sharon L. Hott
NOTARY PUBLIC

STATE OF VIRGINIA
CITY OF WINCHESTER, TO-WIT:

I, Sharon L. Hott, a notary public in and for the State and City aforesaid, do hereby certify that [REDACTED] whose name is signed to the foregoing Deed bearing date the 21st day of January, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this 21st day of January, 2003.

My commission expires: June 30, 2005.



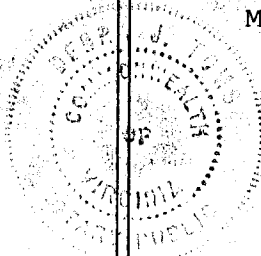
Sharon L. Hott
NOTARY PUBLIC

STATE OF VIRGINIA
CITY OF WINCHESTER, TO-WIT:

I, Debra J. Toms, a notary public in and for the State and City aforesaid, do hereby certify that Clinton R. Ritter, President of Ritter Maintenance Corporation, Inc., whose name is signed to the foregoing Deed bearing date the 21st day of January, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this 21st day of January, 2003.

My commission expires: 2/28/2006.




NOTARY PUBLIC

This instrument was prepared by Clinton R. Ritter, Attorney at Law, West Virginia State Bar No. 3120, 205 E. Boscawen Street, Winchester, VA 22601, without the opportunity of a title examination.

RITTER'S HIDDEN VALLEY ESTATES
LAKE AND PARK MAINTENANCE CONTRACT

THIS CONTRACT, made and dated the 21st day of January, 2003, by and between RITTER MAINTENANCE CORPORATION, INC., A Virginia Corporation, party its successors and/or assigns, of the first part, hereinafter called the Contractor, and [REDACTED] party of the second part, hereinafter called owner(s) of Section I, Lot 3, White Cliffs of Ritter's of Ritter's Hidden Valley Estates.

WITNESSETH: That for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration, as set forth herein, the party/parties hereby mutually agree as follows:

1. The Owner(s), his, her, their heirs and or assigns agree(s) to pay One hundred and 00/100 Dollars (\$100.00) per year, plus increases which began January 1, 1998, to RITTER MAINTENANCE CORPORATION, INC., for access to and for the cost of maintaining the Four (4) acre lake and park situate at Ritter's Hidden Valley Estates, designated and known as the CARLISLE-LUPTON LAKE and the ALEXANDER-MATHEW PARK. All accounts not paid by March 1, will be charged 1% per month late fee. 2003's having been prorated at closing.

2. The Contractor agrees in consideration of the said sum to keep the Lake and Park area clean, including mowing park area.

3. The Owner(s) agree/agrees to abide by all Park and Lake Rules.

4. Non-payment of annual dues or violation of Park-Lake Rules shall

terminate Owners' rights of access.

5. Contractor is not responsible for accidents.

6. Maintenance dues are for keeping Lake and Park area attractive and is not to be construed for replacement costs.

7. After the present sections and all future sections of Ritter's Hidden Valley Estates, which may have access to said facilities are developed, Ritter Maintenance Corporation, Inc. at its election, may at anytime convey ownership of the Lake and Park area and the duty of maintenance of such facilities over to the lot owners having a right of access to the said Lake and Park Area. Owner(s) agree(s) to accept the ownership and duty of maintenance on a pro rata basis with all other owners, and this shall be evidenced by issuance of shares of stock in Ritter Maintenance Corporation, Inc., such shares not transferrable except to a subsequent purchaser of said lot. One share of stock to be issued per lot free and clear of any encumbrances.

8. Ritter Maintenance Corporation, Inc. reserves the right to change, alter, delete or add to the Lake and Park Rules by majority vote of the stockholders, if it is deemed in the best interest of the majority of the property owners of Ritter's Hidden Valley Estates.

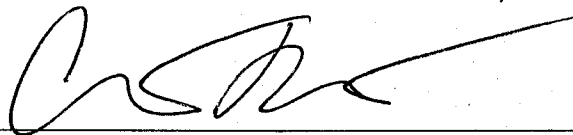
9. As evidenced by the signature(s) hereto, the owner(s) agree(s) that non-payment of maintenance fees will create a lien upon the property and the owner(s) are responsible for any expenses incurred in collection of these fees such as court costs and attorneys fees, and the owner(s) further agree(s) that in the event that the property is sold to a subsequent purchaser, that it is necessary for Ritter Maintenance Corporation, Inc. to

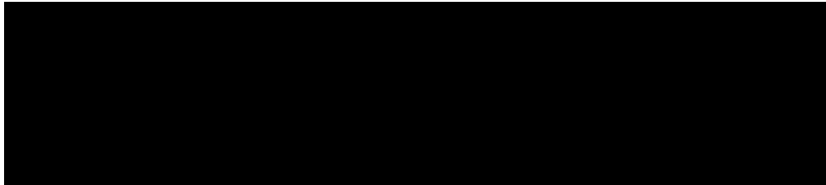
join in the deed for the purpose of certifying that all maintenance dues are current.

10. It is agreed that after the first five (5) years from the date of the original contract, dues will be increased by Ten and 00/100 Dollars (\$10.00) per year for each year thereafter for a ten (10) year period, said increases began January 1, 1998. Any additional increases needed thereafter to offset inflation to be by majority vote of the stockholders of said Corporation, but not to be increased by more than five percent (5%) in any one year.

WITNESS the following signature(s) and seal(s):

RITTER MAINTENANCE CORPORATION, INC.

BY:  (SEAL)
CLINTON R. RITTER, President

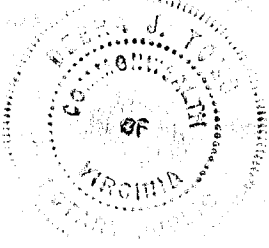


STATE OF VIRGINIA
CITY OF WINCHESTER, TO-WIT:

I, Debra J. Toms, a notary public in and for the State and City aforesaid, do hereby certify that Clinton R. Ritter, President of Ritter Maintenance Corporation, Inc., whose name is signed to the foregoing Lake and Park Maintenance Contract bearing date the 21st day of January, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this 21st day of January, 2003.

My commission expires: 2/28/2006.



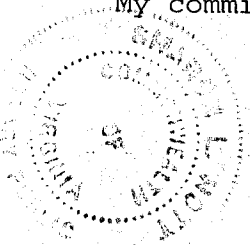
[Handwritten Signature]
NOTARY PUBLIC

STATE OF VIRGINIA
CITY OF WINCHESTER, TO-WIT:

I, Sharon L. Hott, a notary public in and for the State and City aforesaid, do hereby certify that [REDACTED] whose name is signed to the foregoing Lake and Park Maintenance Contract bearing date the 21st day of January, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this 21st day of January, 2003.

My commission expires: June 30, 2005.



[Handwritten Signature]
NOTARY PUBLIC

This instrument was prepared by Clinton R. Ritter, Attorney at Law, 205 E. Boscawen Street, Winchester, VA 22601.

WHITE CLIFF'S
OF
RITTER'S HIDDEN VALLEY ESTATES

ROAD MAINTENANCE CONTRACT

THIS CONTRACT, made and dated this 21st day of January, 2003 by and between RITTER MAINTENANCE CORPORATION, INC., A Virginia Corporation, its successors and/or assigns, party of the first part, hereinafter called the Contractor, and [REDACTED] party of the second part hereinafter called owner(s) of Section I, Lot 3, White Cliff's of Ritter's Hidden Valley Estates.

WITNESSETH: That for and in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration, as set forth herein, the party/parties hereby mutually agree as follows:

1. The Contractor hereby agrees to grade the rights of way to the Owners' property being described as Section I, Lot 3, White Cliff's of Ritter's Hidden Valley Estates. The Contractor agrees to grade and maintain the right of way to the Owner's property at least twice a year, once in the Fall and once in the Spring, however, no snow removal is required.

2. In consideration of the Contractor's Agreement to grade the roads, the Owner(s) agree(s) to pay the Contractor One Hundred and 00/100 Dollars (\$100.00) per year, plus increases which began January, 1998, for road

maintenance, beginning January 1, 2004, (2003's maintenance fees having been prorated at closing), and due by March 1, of each year and continuing each year thereafter for a five (5) year period. All past due accounts will be charged a 1% per month late fee.

3. The period of this Contract is to run for five (5) years with the right reserved by Ritter Maintenance Corporation, Inc., A Virginia Corporation, its successors and or assigns, to extend said Maintenance Contract for additional five (5) year periods, however, it is mutually understood and agreed between Ritter Maintenance Corporation, Inc. and the owner(s) that after the first five (5) years from the date of the original contract, maintenance fees will be increased by Ten and 00/100 Dollars (\$10.00) per year for each year thereafter during said five (5) year periods. For example during the second renewal, or the 6th thru the 10th year, maintenance fees will be increased Ten and 00/100 Dollars (\$10.00) per year, so that at the end of the first ten (10) year period of the original contract the owner(s) will be paying One Hundred and Fifty and 00/100 Dollars (\$150.00). During the second five (5) year renewal, maintenance fees will continue to increase Ten and 00/100 Dollars (\$10.00) per year so that fifteen (15) years from the date of the original contract the owner(s) will be paying Two Hundred and 00/100 Dollars (\$200.00) per year. Any additional increases in dues thereafter needed to offset inflation will be by majority vote of the stockholders of Ritter Maintenance Corporation, Inc. but not to be increased by more than five percent (5%) in any one year. **Said increases began January, 1998.**

4. It is further mutually agreed and understood between the parties

hereto that in the event a tree falls from the Owners' property the Contractor will have the right to enter upon the premises and cut and remove the tree from the premises so as to provide access.

5. It is further mutually understood and agreed between the parties hereto that the contractor will have the right to side ditch and create storm drains where necessary in order to provide better access to the Owners' property.

6. After the present section and all future sections of White Cliff's of Ritter's Hidden Valley Estates have been developed, Ritter Maintenance Corporation, Inc., at its election, may at anytime convey ownership of the Maintenance Corporation over to the lot Owners. The Owner(s) agree(s) to accept the ownership and duty of maintenance on a pro-rata basis with all other Owners, and this shall be evidenced by equal shares of stock in Ritter Maintenance Corporation, Inc., such share not transferrable except to a subsequent purchaser of said lot. One (1) share of stock to be issued per lot, free and clear of any encumbrances.

7. As evidenced by the signature(s) hereto, the Owner(s) agree(s) that non-payment of maintenance fees will create a lien upon the property and they will be responsible for any costs such as Court costs and Attorney's fees which are incurred in collection of these fees. The Owner(s) further agree(s) that in the event the property is sold to subsequent purchasers that it is necessary for Ritter Maintenance Corporation, Inc. to join in the Deed for the purpose of certifying that all maintenance dues are current.

8. This Contract shall be binding upon the Owner(s), their heirs and


assigns and subsequent Purchasers of said property.

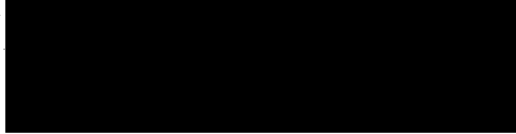
9. The maintenance fees paid under this contract are not deemed to be considered as use to cover replacement costs.

10. It is further understood between the parties hereto that the Contractor is an independent Contractor and not an employee of said Owner(s).

WITNESS the following signature(s) and seal(s):

RITTER MAINTENANCE CORPORATION, INC.

BY:  (SEAL)
CLINTON R. RITTER, President

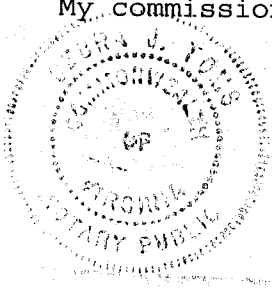
 (SEAL)

STATE OF VIRGINIA
CITY OF WINCHESTER, TO-WIT:

I, Debra J. Toms, a notary public in and for the State and City aforesaid, do hereby certify that Clinton R. Ritter, President of Ritter Maintenance Corporation, Inc., whose name is signed to the foregoing Road Maintenance Contract bearing date the 21st day January, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this 21st day of January, 2003.

My commission expires 2/28/2006.




NOTARY PUBLIC