

ITTER'S HIDDEN VALLEY ESTATES
ROAD MAINTENANCE CONTRACT

THIS CONTRACT, made and dated this 12th day of April, 2007 by and between RITTER MAINTENANCE CORPORATION, INC., A Virginia Corporation, party of the first part, hereinafter called the Contractor, and Paul M. Silber and Deborah Silber, parties of the second part hereinafter called owner of Parcel 17, Section I, 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 right of way to the Owners' property being described as Parcel 17, Section I, 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, for road maintenance, (plus increases which **began on January 1, 1997,**) (2007's having been prorated between sellers & buyer) beginning on the 1st day of January, 2008, 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. 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., its successors and/or assigns, and the owner(s) that after the first five (5) years from the original contract, maintenance fees increase Five and 00/100 Dollars (\$5.00) per year for each year thereafter during said five (5) year periods, said increases **began January 1, 1997**. For example during the second renewal or the 6th through the 10th year, from the date of the original contract, dues increase Five and 00/100 Dollars (\$5.00) a 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 Twenty-Five and 00/100 (\$125.00). During the second five (5) year renewal, fees will continue to increase Five and 00/100 Dollars (\$5.00) per year so that fifteen (15) years from the date of the original Contract the Owner(s) will be paying One Hundred Fifty Dollars (\$150.00) 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., its successors and/or assigns, but not to be increased by more than Five Percent (5%) in any one year.
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

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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 Ritter's Hidden Valley Estates have been developed, Ritter Maintenance Corporation, Inc., its successors and/or assigns, 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 purchaser(s) that it is necessary for Ritter Maintenance Corporation, Inc., its successors and/or assigns, 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. 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):

ITTER MAINTENANCE CORPORATION, INC.

BY:

 (SEAL)
CLINTON R. RITTER, President

PAUL M. SILBER (SEAL)

 (SEAL)
DEBORAH SILBER

STATE OF VIRGINIA
City of Winchester, to-wit:

I, Tamara L. Flegal, 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 12th day of April, 2007, has personally appeared before me, and acknowledged the same.

Given under my hand this 12th day of April, 2007.

My commission expires: 12/31/2010.

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Samuel D. Miller
NOTARY PUBLIC

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, to-wit:

I, Stacy Coter, a notary public in and for the
State and County aforesaid, do hereby certify that Paul M. Silber
and Deborah Silber, whose names are signed to the foregoing Road
Maintenance Contract bearing date the 12th day of April, 2007, have
personally appeared before me, and acknowledged the same.

Given under my hand this 30th day of April, 2007.

My commission expires: September 30, 2008

Stacy Miller
NOTARY PUBLIC



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

SHARON H LINK
HAMPSHIRE County 01:58:11 PM
Instrument No 95959
Recorded Date 05/03/2007
Document Type DEED
Book-Page 464-408
Rec/Add Fee 24.00 59.20
Transfer Tax 114.40

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 5/3/07 1:58pm.

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office
and admitted to record.

Teste Sharon A. Link Clerk.