

Made: (Clinton) R. Ritter
Attorney at Law
205 E. Bowman St.
Winchester Va 8-31.89

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DEED

THIS DEED made and dated this 13th day of August, 1989, by and between PEGGY L. CARSON RITTER, Widow, party of the first part, hereinafter called the Grantor, and OLEN BRADLEY GROVE and CAROLYN REBECCA GROVE, his wife, parties of the second part, hereinafter called the Grantees, and RITTER MAINTENANCE CORPORATION, INC., party of the third part.

NOW THEREFORE 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 which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey with General Warranty of Title, unto Olen Bradley Grove and Carolyn Rebecca Grove, his wife, jointly with rights of survivorship, as at common law, in fee simple, together with all rights, privileges and appurtenances thereto belonging, all that certain lot or parcel of land, together with the improvements thereon, lying and being situate in the Capon District, Hampshire County, West Virginia, being designated as Section 6, Lot 1, Ritter's Hidden Valley Estates, containing 4.3 acres, more or less, as per survey of Charles L. Kirkland, Certified Land Surveyor, and being the same real property Clinton L. Ritter and Peggy L. Ritter acquired by Deed dated the 1st day of November, 1984, in Deed Book 273, at Page 456, from Ronald W. Bowman and John R. Williams, Partners, T/A R&R Enterprise, A West Virginia Partnership, and of record in the Office of the Clerk of the County Court of Hampshire County, West Virginia, to grantor herein acquired the property by the survivorship clause in the abobe referenced Deed, Clinton L. Ritter, now deceased, to which reference is hereby made for a further and more particular description of the property hereby 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

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 or camper trailer is to be placed upon the premises.

3. No parcel or parcels of land conveyed by this Deed may be subdivided into parcels of less than three (3) acres.

4. Only one single family dwelling per each three (3) acre tract.

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

6. There can be no commercial enterprise placed by the Buyer 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 Seller on adjoining properties at his election may use Dillon's Run for commercial purposes, to-wit: a fish hatchery or fish farm.

7. The Grantees agree not to pollute Dillon's Run.

8. The Grantees agree not to place anything upon 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 and 00/100 Dollars (\$18,000.00).

10. The Grantor reserve Five (5) foot drainage easements along the boundary lines of said parcels, if necessary, to provide reasonable access to roads in Hidden Valley Estates.

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

12. The Grantors reserve the right to remove timber from the premises on or before the 13th day of August, 1989, no timber is to be removed less than fourteen (14) inches across the stump. In no event will removal of timber extend beyond 3 years from date of buyer's contract.

13. The property hereby conveyed is subject to the Thirty (30) foot right of

way as shown on the attached plat, which is to be joint rights of way for the use of the Grantor and the Grantees, 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 signatures hereto, that the Grantees agree to pay a One Hundred Dollars (\$100.00) per year maintenance fees for Five (5) years to Ritter Maintenance Corporation, for the cost of maintaining said rights of way, said Five (5) year period to begin on the 13th day of August, 1989, with the right reserved by Ritter Maintenance Corporation to extend said Maintenance Agreement for additional five (5) year periods, said Maintenance Fees to increase as set forth in said Maintenance Contract.

14. The Grantor 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 irrigation of gardens, pipelines to man made ponds, lakes and swimming pools.

15. It is covenanted and agreed as evidenced by the Grantee's signatures hereto, that the Grantees, his/her/their heirs and assigns agrees to pay One Hundred Dollars (\$100.00) per year to Ritter Maintenance Corporation 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 Lake and Alexander-Mathew Park. It is further agreed that after the first five (5) year period of this contract, that maintenance fees for the lake may be increased per the terms of said Maintenance Contract.

16. As evidenced by their signatures hereto the Grantees agree that non-payment of maintenance fees will create a lien upon the property and the Grantees further agree 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.

17. The Grantees further agree that no signs will be posted against trespassers or hunting unless their lot is a lot which a portion thereof or any

part hereof in whole or in part is an exterior line of Ritter's Hidden Valley Estates and in that event, Hidden Valley Hunt 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 Ritter's Hidden Valley Estates from restricting adjoining property owners and neighbors within the development from hunting or fishing. In the event the property owners join the Hunt Club, they further agree to abide by all State Game Laws and Hunt Club Regulations.

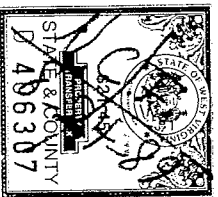
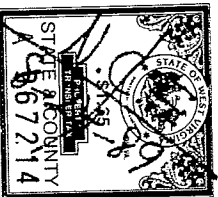
18. The property hereby conveyed is subject to an oil and gas lease, said oil and gas rights being reserved by Clinton L. Ritter, his heirs or assigns, said lease being of record in the Office of the Clerk of Hampshire County, West Virginia, to which reference is hereby made for a further and more particular reference to said lease agreement. Said lease being subject, however, to the provision that no gas well will be drilled within three hundred feet (300) of any lot within said development.

Special Restriction: The Grantors herein and Ritter Maintenance Corporation, as evidenced by the signature of a duly authorized Officer of said Company, hereby grants to the Grantees legal rights of ingress and egress to McDonald-Bass Lake, for the sole, and exclusive purposes of boating and fishing only, and the adjoining property including the covered bridge area, subject to the covenant that the Grantees, as evidenced by their signatures hereto, agree not to commit any act which will alter, change or hinder the natural state of said Lake and further agree 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 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.

The Grantor hereby covenants that she has the right to convey said realty to the Grantees; that the Grantees shall have quiet and peaceable possession of the said property, free from all liens and encumbrances; that she will execute such

further assurances of title as may be requisite.

WITNESS the following signatures and seals:



Dear Edward K. T. (SEAL)

PEGGY L. CARSON RITTER, Widow

Alan Bradley Davis (SEAL)

OLEN BRADLEY GROVE

OLIN BRADLEY GROVE
 Carolyn Rebecca Grove (SEAL)
 CAROLYN REBECCA GROVE

CAROLYN REBECCA GROVE

RITTER MAINTENANCE CORPORATION, INC.

BY:

GRINTON R. RITTER, President

STATE OF

to wit: Deputy

I, John J. Jones, a Notary Public in and for the

State and

aforesaid, do hereby certify that PEGGY L.

CARSON RYTER, whose name is signed to the foregoing DEED bearing date the 13th day of August, 1989, has personally appeared before me, and acknowledged the same.

Given under my hand this 9th day of August, 1989

My commission expires:

July 1, 1990
Debra J. [Signature]
Notary Public

STATE OF

to wit:

John A. Brown, a Notary Public in and for the

State and

aforesaid, do hereby certify that OLEN BRADLEY

GROVE and CAROLYN REBECCA GROVE, his wife, whose names are signed to the foregoing DEED bearing date the 13th day of August, 1989, have personally appeared before me, and acknowledged the same.

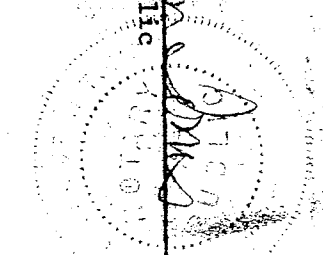
Given under my hand this

13th day of August, 1989.

My commission expires:

July 1, 1998

Debra J. Jones
Notary Public



STATE OF Virginia
Liberty County, to-wit:

I, Debra J. Jones, a Notary Public in and for the
State and Liberty 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 13th day of August, 1989, has
personally appeared before me, and acknowledged the same.

Given under my hand this 13th day of August, 1989.

My commission expires: July 1, 1990.

Debra J. Jones
Notary Public

DECLARATION OF CONSIDERATION OR VALUE

Under the penalties of fine and imprisonment as provided by law, the
undersigned hereby declares that the true and actual value of the property
transferred by the document to which this Declaration is appended is 11,000.00.

Given under my hand the 14th day of August, 1989.

Robert J. Ritter (SEAL)
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This instrument was prepared by Clinton R. Ritter, Attorney at Law, 205 East
Boscawen Street, Winchester, Virginia 22601.

STATE OF WEST VIRGINIA, County of Hampshire, to-wit:
Be it remembered that on the 24th day of August, 1989, at 12:01 P
M, this Deed was presented in the Clerk's Office of the County Commission of said County
and with the certificate thereof annexed, admitted to record.

Attest Nancy C. Zeller Clerk
County Commission, Hampshire County, W. Va.