

or as rental property for so long as he live or until he is no longer able to occupy, or manage the same by reason of impaired health and/or incapacitating age.

This conveyance is made subject to the covenants, restrictions and building lines of record, if any, affecting the aforesaid real estate 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) acres tract.

5. No building or structure can be placed closer than Twenty-Five (25) feet to any right of way.

6. There can be no commercial enterprise placed by the Buyer upon the premises, and in particular, involving 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 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 and 00/100 Dollars (\$18,000.00).

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

11. The Grantor reserves 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. Grantor reserves the right to remove timber from the premises on or before the 15th day of August, 1983, no timber to be removed less than fourteen (14) inches across the stump.

13. The property hereby conveyed is subject to the Thirty (30) foot rights of ways as shown on the survey plat, which is to be joint rights of way for the use of the Grantors and 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 One Hundred and 00/100 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 began on the 11th day of April, 1996, with the rights reserved by Ritter Maintenance Corporation to extend said Maintenance Agreement for additional Five (5) year periods.

14. The Grantors reserve an easement through the stream bed of Dillon's Run Hollow for the purpose of irrigating 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, agree to pay One Hundred and 00/100 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 Ritter's 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 the original contract, that maintenance fees for the lake may be increased per the terms of said Maintenance Contract.

16. As evidenced by the 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 Hidden Valley from restricting adjoining property owners and neighbors within the development from hunting and 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.

SPECIAL RESTRICTION: The Grantor 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 Grantees

rights of ingress and egress to the McDonald-Bass Lake as aforesaid is hereby further conditional upon the compliance.

The Grantor covenants that he has the right to convey said realty to the Grantees; that the Grantees shall have quiet and peaceable possession of said real estate; free from all liens and encumbrances; that the Grantor will execute such further assurances of title as may be requisite.

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 by Gift from father to children.

WITNESS the following signatures and seals:

Wallace C. Berry (SEAL)
WALLACE C. BERRY, Grantor

Phyllis L. Nethken (SEAL)
PHYLLIS L. NETHKEN, Grantee

Lawrence C. Berry (SEAL)
LAWRENCE C. BERRY, Grantee

Delores A. Washel (SEAL)
DELORES A. WASHEL, Grantee

RITTER'S MAINTENANCE CORPORATION, INC.

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

STATE OF VIRGINIA
CITY OF WINCHESTER
COMMONWEALTH AT LARGE, to-wit:

I, Debra J. Toms, a Notary Public in and for the State and Commonwealth aforesaid, do hereby certify that WALLACE C. BERRY,