

Mailed: Karl Abner
8274 Ahearn Dr.
Millersville, Md

9-17-85

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DEED

THIS DEED, made and dated this 16th day of June, 1985, by and between CLINTON L. RITTER and PEGGY L. RITTER, his wife, parties of the first part, hereinafter called the Grantors, and KARL R. ABNER and ROSE A. ABNER, his wife, parties of the second part, hereinafter called the Grantees, and RITTER MAINTENANCE 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 valuable consideration, receipt of all of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey with General Warranty of Title, in fee simple, unto KARL R. ABNER and ROSE A. ABNER, as tenants by the entirety as at common law, it being intended that the part of the one first dying should then belong to the other, 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 Parcel No. 7, Section IX, Ritter's Hidden Valley Estates, containing 5.0 acres, as per survey of Charles H. Kirkland, C. L. S., and being a portion of the same real estate the male Grantor herein acquired by Deed dated the 15th day of September, 1972, from Joseph W. White, et ux, recorded in the Office of the Clerk of the County Court of Hampshire County, West Virginia, in the Deed Books therein, 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 lot.
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 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 and 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 Grantors 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 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 Grantors reserve the right to remove timber from the premises on or

before the 16th day of June, 1988, no timber to be removed less than 14" 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 thirty (30) foot rights of ways as shown on the attached plat, which is to be joint rights of way for the use of the Grantors 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 Grantees' signatures hereto, that the Grantees agree to pay a One Hundred Dollar (\$100.00) per year Maintenance Fee 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 16th day of June, 1985, with the rights 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 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 Grantees' signatures hereto that the Grantees, his/her/their heirs and assigns agree 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 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 or fishing. In the event the property owners join the Hunt Club, they further agree to abide by all State game laws and all 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 the County Court 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 (300) feet of any lot within said development.

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 Grantee 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 Grantee 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 of 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 right of ingress and egress to the McDonald-Bass Lake as aforesaid are hereby further conditional upon such compliance.

The Grantors covenant that they have the right to convey said realty to the Grantees; that the Grantees shall have quiet and peaceable possession of said realty; that the Grantors have done no act to encumber said realty, and that they will grant such further assurances of title as may be requisite.

WITNESS the following signatures and seals:



Clinton L. Ritter (SEAL)
CLINTON L. RITTER

Peggy L. Ritter (SEAL)
PEGGY L. RITTER

Karl R. Abner (SEAL)
KARL R. ABNER

Rose A. Abner (SEAL)
ROSE A. ABNER

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

STATE OF VIRGINIA

Commonwealth of Virginia to-wit:

I Nelson M. Morrow a Notary Public in and for the State and

Commonwealth aforesaid do hereby certify that CLINTON L. RITTER and

PEGGY L. RITTER, his wife, whose names are signed to the foregoing DEED