Phalid 10-28-03
Bleverly K. Shomas
4930 NE 16th St.
Ocals H. 34470

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BOOK 427 PAGE 217

DEED

THIS DEED made and dated this 15th day of September, 2003 by and between ELIZABETH IRENE TURNER, party of the first part, hereinafter called Grantor, and BEVERLY K. THOMAS, party of the second part, hereinafter called 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 parties of the first part do, by these presents, grant and convey unto the Grantee herein, with covenants of General Warranty of Title, to be free and clear of all liens and encumbrances, except as set forth hereinafter, in fee simple, together with all rights, privileges and appurtenances thereto belonging, all the following described parcels of land together with the improvements thereon, 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 Parcel No. 4, Section VIII, Ritter's Hidden Valley Estates, containing three (3.00) acres, more or less, as per survey of Charles Kirkland, Certified Land Surveyor. And being all of the same real estate which the Grantor herein acquired by Deed dated the 20th day of August, 1993, from John Devitt, of record in the Office of the Clerk of the County Commission for Hampshire County, West Virginia in Deed Book 346, at Page 216, 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 all 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.
- 3. No parcel or parcels of real estate 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 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 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 Dollars (\$18,000.00).
- 10. Ritter Maintenance Corporation, Inc., its heirs and assigns, reserves 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. Ritter Maintenance Corporation, Inc., its heirs and assigns, 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 29th day of March, 1991, 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 way as shown on the plat, which are 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 One Hundred Dollars (\$100.00) per year, per tract, maintenance fees for Five

- (5) years to Ritter Maintenance Corporation, Inc., its successors and assigns, for the cost of maintaining said rights of way, the next Five (5) year period to began on the 1st day of January, 2004, (2003's having been prorated) 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 Agreement Contract, said increases began January 1, 1993.
- 14. The Grantors 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.
- 15. It is covenanted and agreed as evidenced by the Grantees signatures hereto, that the Grantees, their heirs and assigns agree to pay One Hundred Dollars (\$100.00) per year, per tract, to Ritter Maintenance Corporation, Inc., its successors and 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 1, 1993.
- 16. As evidenced by the signature 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.

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 liens 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.

Special Restriction: Ritter Maintenance Corporation, Inc., its successors and assigns, 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 purpose of boating and fishing only, and the adjoining property, including the covered bridge area, subject to the covenant that the Grantee, as evidenced by the signatures hereto, agrees not to commit any act which will

alter, change or hinder the natural state of said Lake and further agrees 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 assigns, to maintain and protect the Lake area. The Grantees' right of ingress and egress to the McDonald-Bass Lake as aforesaid is hereby further conditional upon the compliance.

This conveyance is made expressly subject to any easements, conditions, restrictions, reservations and right of ways contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed, which have not expired by a limitation of time contained therein to have otherwise become ineffective including any matters shown on all the aforesaid plats and surveys.

The 2003 real estate taxes levied and assessed upon the real estate herein conveyed shall be prorated between the parties as of the date of closing, with the Grantees to assume and pay the 2003 real estate taxes and all subsequent taxes levied and assessed upon the real estate herein conveyed, even though the property may be assessed in the name of the Grantor.

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 \$32,500.00.

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

ELIZABETH IRENE TURNER, Grantor

Severy K. Thomas (SEAL)

BEVERLY K. THOMAS, Grantee

RITTER MAINTENANCE CORPORATION, INC.

BY: CLINTON R. RITTER, President (SEAL)

STATE WINDUS

I, FUMOZIN, a notary public in and for the State and County aforesaid, do hereby certify that Elizabeth Irene Turner, whose name is signed to the foregoing Deed bearing date the 15th day of September, 2003, have personally appeared before me, and acknowledged the same.

Given under my hand this 3rd day of 2000 , 2003

My commission expires: 12-4-04.

OFFICIAL SEAL
KELLY L. FERMAZIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12-4-2004

KLUY JOHNAJU NOTARY FUBLIC

STATE OF WEST VIRGINIA
COUNTY OF HAMPSHIRE , to-wit:
I, Julie A. FYAZEK, a notary public in and for the
State and County aforesaid, do hereby certify that
Beverly K. Thomas, whose name is signed to the foregoing Deed
bearing date the 15th day of September, 2003, have personally
appeared before me, and acknowledged the same.
Given under my hand this \mathcal{U}^{th} day of october, 2003.
Notary Public, State of West Virginia JULIE A. FRAZER P.O. Box 268 Springfield, WV 26763 My Commission Expires February 18, 2012 NOTARY PUBLIC

STATE VIRGINIA City of Winchester, to-wit:

Given under my hand this 15th day of September, 2003.

My commission expires: 11/30/07.

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

OF

examination.

RITTER'S HIDDEN VALLEY ESTATES LAKE AND PARK MAINTENANCE CONTRACT

THIS CONTRACT, made and dated the 15th day of September, 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, BEVERLY K. THOMAS, party of the second part hereinafter called owner(s) of Parcel 4, Section VIII, 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, to RITTER MAINTENANCE CORPORATION, INC., plus the increases which began January 1, 1993, 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. The 2003 Lake Maintenance fee having been prorated at closing, and the Lake Maintenance Fee will be due again January 1, 2004, and each year thereafter.
- 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., its successors and assigns, 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., its successors and or assigns, such shares not be 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., its successors and or assigns, 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., its successors and or assigns, 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 <u>original</u> contract of the prior owners in the chain of title, dues will be increased by Five and 00/100 Dollars (\$5.00) per year for each year thereafter for a ten (10) year period, said increases began January 1, 1993. 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 MAZITENANCE CORPORATION, INC.

BY:

TAMONE

___(SEAD)

BEVERLY R. THOMASK Owner

/(SEAL)

STATE OF VIRGINIA CITY OF WINCHESTER, TO-WIT:

I, Andrea M. Nock, a notary public in and for the State and

County aforesaid, do hereby certify that Clinton R. Ritter, whose name is signed to the foregoing Lake and Park Maintenance Contract bearing date the 15th day of September, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this 15th day of September, 2003.

AMM Commission expires:11/30/07.

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NOTARY PUBLICATION

STATE OF WEST VIRGINIA County of Hampshire, to-wit:

I, Julie A, Frazer, a notary public in and for the State and County aforesaid, do hereby certify that Beverly K. Thomas, whose name is signed to the foregoing Lake and Park Maintenance Contract bearing date the 15th day of September, 2003, have personally appeared before me, and acknowledged the same.

Given under my hand this 16th day of October 2003.

My commission expires:

OFFICIAL SEAL
Notary Public, State of West Virginia
JULIE A. FRAZER
P.O. Box 268

P.O. Box 268
Springfield, WV 26763
Commission Expires February 18, 2012

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

NOTARY PUBLIC

RITTER'S HIDDEN VALLEY ESTATES ROAD MAINTENANCE CONTRACT

THIS CONTRACT, made and dated this 15th day of September, 2003, by and between RITTER MAINTENANCE CORPORATION, INC., A Virginia Corporation, party of the first part, hereinafter called the Contractor, and BEVERLY K. THOMAS, party of the second part hereinafter called owner of Parcel 4, Section VIII, 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 Parcel 4, Section VIII, 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, beginning on the 1st day of January, 2004, (2003's having been prorated), plus increases which began on January 1, 1993, 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 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, 1993. 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 of the prior Owner(s) in the chain of title, the owner 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., 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 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., its successors and or assigns, 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., 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):

RITTER MAINTENANCE CORPORATION, INC.

BY: CLINTON R. RITTER, Pres

(SEAT.)

(SEAL)

BEVERLY K. THOMAS, Owner

STATE OF VIRGINIA
City of Winchester, to-wit:

I, Andrea M. Nock, 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 15th day September, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this 15th day of September, 2003.

My commission expires: 11/30/07.



STATE OF WEST VIRGINIA County of Hampshire, to-wit:

Julie A. Frazer, notary public in and for the State and County aforesaid, do hereby certify that Beverly K. Thomas, whose names signed to the foregoing Road Maintenance Contract bearing date the 15th day of September, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this Way of October My commission expires:

at Law, 205 E. Boscawen Street, Winchester, VA 22601.

OFFICIAL SEAL
Notary Public, State of West Virginia
JULIE A. FRAZER P.O. Box 268 Springfield, WV 26763
My Commission Expires February 18, 2012

This instrument was prepared by Clinton R. Ritter, Attorney

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office____

10/17/03 10:21 A.m. The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office

and admitted to record.

Staron H. Link