

DEED

THIS DEED made and dated this 19th day of August, 2003 by and STEPHEN WOOD and LORI WOOD, parties of the first part, hereinafter called Grantors, MARK BRIMHALL, 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 party of the first part does, by theses presents, grant and convey unto the Grantee herein, with covenants of General Warranty of Title, in fee simple, to be free and clear of all liens and encumbrances, except as set forth hereinafter, together with all rights, privileges, appurtenances and improvements thereunto belonging, lying and being situate in the Capon District, Hampshire County, West Virginia being described as follows:

All that certain tract or parcel of land being designated as Section II, Parcel No. 12, Ritter's Hidden Valley Estates, containing five (5) acres, more or less, as per survey of Charles Kirkland, Certified Land Surveyor. And being the same real estate which was conveyed unto the Grantors herein by Deed dated the 19th day of October, 1998 from Calvin M. Greene, et ux, of record in the Office of the Clerk of the County Commission for Hampshire County, West Virginia in Deed Book 388, at Page 82, 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 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 or recreational purposes only.

2. No mobile home is to be placed upon the premises for the purpose of constituting a permanent structure.

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, except for the Office, Commercial and General store Lot, 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 Grantee(s) agree(s) not to pollute Dillon's Run.

8. The Grantee(s) agree(s) 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 successors and assigns reserves 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. There is reserved 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 in prior chain of title reserved the right to remove timber from the premises on or before the 1st day of September, 1986, 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 Grantor(s) and the Grantee(s), 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) signature(s) hereto, that the Grantee(s) agree(s) to pay One Hundred Dollars (\$100.00) per year, plus increases, maintenance fees, for Five (5) years to Ritter Maintenance

Corporation, its successors and assigns, for the cost of maintaining said rights of way, said Five (5) year period to begin on the 1st day of January, 2004, (2003 maintenance fees 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 1st day of January, 2008.

14. Ritter Maintenance Corporation, Inc., its successors and assigns, 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 Grantee's signature(s) hereto, that the Grantee(s), his/her/their heirs and assigns agree(s) to pay One Hundred Dollars (\$100.00) per year, plus increases, to Ritter Maintenance Corporation Inc., 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 begin January 1, 2008.

16. As evidenced by the signatures hereto, the Grantee(s)

agree(s) 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, Inc., its successors and assigns, to join in the Deed for the purpose of certifying that all maintenance dues are current.

Special Restriction: The Grantor herein and Ritter Maintenance Corporation, Inc., as evidenced by the signature of a duly authorized Officer of said company, hereby grant(s) to the Grantee(s) 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(s), as evidenced by the signature(s) hereto, agree(s) not to commit any act which will alter, change or hinder the natural state of said Lake and further agree(s) 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/or assigns 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.

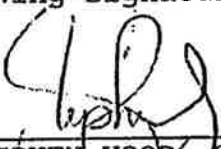
DECLARATION OF CONSIDERATION

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 \$120,000.00.

TO HAVE AND TO HOLD the aforesaid real estate unto the said grantee, together with all rights, ways, buildings, houses, improvements, easements, timber, waters, minerals and mineral rights, and all other appurtenances thereunto belonging, in fee simple forever.

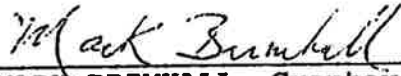
WITNESS the following signature(s) and seal(s):



STEPHEN WOOD, Grantor (SEAL)

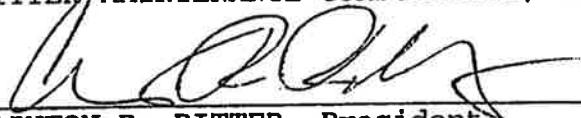


LORI WOOD, Grantor (SEAL)



MARK BRIMHALL, Grantor (SEAL)

RITTER MAINTENANCE CORPORATION, INC.

BY: 

CLINTON R. RITTER, President (SEAL)

STATE OF WEST VIRGINIA

MORGAN, to-wit:

I, Tina A. Goldman, a notary public in and for the State and County aforesaid, do hereby certify that Stephen Wood and Lori Wood, whose names are signed to the foregoing Deed bearing date the 19th day of August, 2003, have personally appeared before me, and acknowledged the same.

Given under my hand this 29th day of August, 2003.

My commission expires: 2/27/13.



Tina A. Goldman
NOTARY PUBLIC

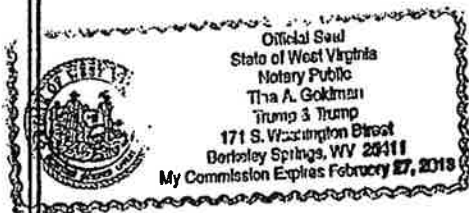
STATE OF WEST VIRGINIA

MORGAN, to-wit::

I, Tina A. Goldman, a notary public in and for the State and County aforesaid, do hereby certify that Mark Brimhall, whose name is signed to the foregoing Deed bearing date the 19th day of August, 2003, has personally appeared before me, and acknowledged the same.

Given under my hand this 29th day of August, 2003.

My commission expires: 2/27/13.



Tina A. Goldman
NOTARY PUBLIC

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 Deed bearing date the 19th day of August, 2003, has personally appeared before me, and acknowledged the

same.

Given under my hand this 19th day of August, 2003.

My commission expires: 11-30-2007.

Andrea M. Nicks
NOTARY PUBLIC

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 examination.