

BITTNER'S HIDDEN VALLEY ESTATES

ROAD MAINTENANCE CONTRACT

THIS CONTRACT, made and dated this 30th day of October, 1998, by and between BITTNER MAINTENANCE CORPORATION, INC., a Virginia Corporation, party of the first part, hereinafter called the Contractor, and GENE D. STANTON and CHARLOTTE B. STANTON, parties of the second part, hereinafter called the Owners. IN THE EVENT THIS PROPERTY IS SOLD TO SUBSEQUENT PURCHASERS, BITTNER MAINTENANCE MUST JOIN IN THE DEED TO CERTIFY THAT THE MAINTENANCE FEES ARE CURRENT.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration as set forth herein, the party/parties hereby mutually agree(s) as follows:

The Contractor hereby agrees to grade the rights of way to the Owners' property being described as follows: Section IX, Parcel 6. The Contractor agrees to grade and maintain the right of way to the Owners property at least twice a year, once in the Fall and once in the Spring, however, no snow removal is required.

In consideration of the Contractor's Agreement to grade the roads, the Owners agree to pay the Contractor One Hundred and 00/100 Dollars (\$100.00) per year, for road maintenance, beginning on the 1st day of January, 1999, (1998 having been prorated at time of closing) 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 finance charge.

The period of this Contract is to run for five (5) years with the right reserved by Ritter Maintenance Corporation, Inc. to extend said Maintenance Contract for additional five (5) year periods, however, it is mutually understood and agreed between Ritter Maintenance Corporation, Inc. and the Owners, that after the first five (5) years from the date of the original contract, maintenance fees will be increased Five and 00/100 Dollars (\$5.00) per year for each year thereafter during said five (5) year

periods, said increases began January 1, 1991. For example during the second renewal of the 6th through the 10th year, dues will be increased Five and 00/100 Dollars (\$5.00) a year so that at the end of the first ten (10) year period of this Contract the Owner will be paying One Hundred and Twenty Five and 00/100 Dollars (\$125.00) per year maintenance. 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 this Contract the Owner will be paying One Hundred 00/100 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.

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.

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.

After the present section and all future sections of Ritter's Hidden Valley Estates have been developed, Ritter Maintenance Corporation, Inc., at its election, may at anytime convey ownership of the Maintenance Corporation over to the lot Owners. The Owners agree 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., 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 encumbrance.

As evidenced by the signatures hereto, the Owners agree 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 Owners further agree that in the event the property is sold to subsequent purchasers that it is necessary for Ritter Maintenance Corporation to join in the Deed for the purpose of certifying that all maintenance dues are current.

This Contract shall be binding upon the Owner/Owners, their heirs and assigns and subsequent Purchasers of said property.


It is further understood between the parties hereto that the Contractor is an independent Contractor and not an employee of said Owner.

WITNESS the following signatures and seals:

ITTER MAINTENANCE CORPORATION, INC.
A Virginia Corporation

BY:


CLINTON R. RITTER, President (SEAL)


GENE D. STANTON, Owner (SEAL)


CHARLOTTE B. STANTON, Owner (SEAL)

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

I, Debra Toms, 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 30th of October, 1998, has personally appeared before me in my State and Commonwealth and acknowledged the same.

Given under my hand this 30th day of October, 1998.

My commission expires: 2/28/2002.


Notary Public

STATE OF _____

_____, to-wit:

I, _____, a Notary Public in and for the State and _____, aforesaid do hereby certify that GENE D. STANTON and CHARLOTTE B. STANTON, whose names are signed to the foregoing Road Maintenance Contract bearing date the 30th day of October, 1998, have personally appeared before me and acknowledged the same.

Given under my hand this _____ day of November, 1998.

My commission expires _____.

Notary Public

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

RITTER'S HIDDEN VALLEY ESTATES
LAKE AND PARK MAINTENANCE CONTRACT

THIS CONTRACT, made and dated this 30th day of October, 1998, by and between RITTER MAINTENANCE CORPORATION, INC., a Virginia Corporation, party of the first part, hereinafter called the Contractor, and GENE D. STANTON and CHARLOTTE B. STANTON, parties of the second part, hereinafter called the Owners of, Section XI, Parcel 6 of Ritter's Hidden Valley Estates.

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration as set forth herein, the parties hereby mutually agree as follows:

1. The Owners, his/her/their heirs or assigns, agree to pay One Hundred and 00/100 Dollars (\$100.00) per year, plus increases to RITTER MAINTENANCE CORPORATION, INC., for access to and for the cost of maintaining the Four (4) acre lake and park area situate at RITTER'S HIDDEN VALLEY ESTATES, designated and known as the CARLISLE-LUPTON LAKE and the ALEXANDER-MATHEW PARK. All past due accounts will be charged 1% per month late charge if paid after March 1, of each year.
2. The Contractor agrees in consideration of the said sum to keep the Lake and Park area clean.
3. The Owners 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 as payment 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., 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. Owners agree 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., such shares not 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., 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 signatures hereto, the owners agree that non-payment of maintenance fees will create a lien upon the property and the owners are responsible for any expenses incurred in collection of these fees such as court costs and attorneys fees, and the owners further agree that in the event that 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.

10. It is agreed that after the first five (5) years from the date of the original contract, dues will be increased by Five and 00/100 Dollars (\$5.00) per year from for each year thereafter for a ten (10) year period. Said increases began January 1, 1991. 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.

RITTER MAINTENANCE CORPORATION, INC.
A Virginia Corporation

BY:  (SEAL)
CLINTON R. RITTER, President

 (SEAL)
GENE D. STANTON, Owner


CHARLOTTE B. STANTON, Owner (SEAL)

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

I, Debra Toms, 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 Lake Maintenance Contract bearing date the 30th of October, 1998, has personally appeared before me in my State and Commonwealth and acknowledged the same.

Given under my hand this 30th day of October, 1998.
My commission expires: 2/28/2002.


Notary Public

STATE OF _____
_____, to-wit:

I, _____, a Notary Public in and for the State and _____, aforesaid do hereby certify that GENE D. STANTON and CHARLOTTE B. STANTON, whose names are signed to the foregoing Lake Maintenance Contract bearing date the 30th day of October, 1998, have personally appeared before me and acknowledged the same.

Given under my hand this _____ day of November, 1998.
My commission expires _____.

Notary Public

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

DEED

THIS DEED, made and dated this 20th day of October, 1998, by and between WALLACE C. BERRY, widower, party of the first part, hereinafter called the Grantor, and GENE D. STANTON and CHARLOTTE B. STANTON, husband and wife, parties of the second part, hereinafter called the Grantees, and RITTER MAINTENANCE CORPORATION, INC., 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 deemed valid in law, the receipt of all of which is hereby acknowledged, the said Grantor and Party of the First Part does hereby grant and convey with covenants of General Warranty of Title, and to be free and clear of all liens and encumbrances, unto Gene D. Stanton and Charlotte B. Stanton, husband and wife, as joint tenants with rights of survivorship and not as tenants in common, all that certain tract or parcel of real estate containing five (5) acres, more or less, together with the improvements thereon, and all rights, rights of way, easements, waters, minerals, oil and gas and appurtenances thereto belonging, situate in Capon District, Hampshire County, West Virginia, being known and designated as Lot No. 6, Section IX, Ritter's Hidden Valley Estates, as shown upon that certain map or plat of said real estate prepared by Charles H. Kirkland, C.L.S., which plat is of record in the Office of the Clerk of the County Commission of Hampshire County, West Virginia in Deed Book 312 at Page 757, which map or plat is to have the same force and effect as though same were textually and graphically incorporated herein.

The real estate herein conveyed is the same real estate which was conveyed unto Wallace C. Berry and Margie L. Berry, his wife, by Deed dated the 28th day of October, 1993, from Krzysztof Staniucha, single, and recorded in the Office of the Clerk of the County Commission of Hampshire County, West Virginia, in Deed

Book 348 at Page 356, to which reference is hereby made to the references therein contained for a further and more particular description of the property hereby conveyed.

Margie L. Berry, now deceased, and the Grantor herein having acquired fee simple title by the survivorship clause in the above referenced Deed.

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 and recreational purposes only. However, it is not the intent of this restriction to preventing a property owner from renting residence or summer home to a prospective tenant.
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 structures 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 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

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 a five (5) foot drainage easements along the boundary lines of said parcel, if necessary, to provide reasonable access to roads in Ritter's 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 2nd day of August, 1988, no timber to be removed less than twelve (12) 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 Grantees 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 to begin on the 1st day of January, 1999, (1998'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 Contract. Said increases began in January, 1991.

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 signature hereto that the Grantee, his/her/their heirs and assigns, agrees 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 contract, that maintenance fees for the lake may be increased per the terms of said original Maintenance Contract. Said increases began January, 1991.

16. As evidenced by the signatures hereto, the Grantees agree that nonpayment 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.

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 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 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.

This conveyance is made unto the parties of the second part as joint tenants with full rights of survivorship, which is to say, if Gene D. Stanton should predecease his wife, Charlotte B. Stanton, then the entire fee simple title in and to said real

estate shall vest solely in Charlotte B. Stanton; and should Charlotte B. Stanton predecease her husband, Gene D. Stanton, then the entire fee simple title in and to said real estate shall vest solely in Gene D. Stanton.

The 1998 taxes are to be prorated between the Grantor and Grantees as of the date of settlement and closing, with the Grantees assuming and paying all subsequent taxes assessed and levied upon the real estate herein conveyed, even though the same may be assessed and levied in the name of the Grantor.

TO HAVE AND TO HOLD the real estate herein conveyed, together with the improvements thereon, and all rights, rights of way, easements and all other appurtenances thereunto belonging, unto the said Gene D. Stanton and Charlotte B. Stanton, in fee simple forever.

We hereby certify, under penalties as prescribed by law that the actual consideration paid for the real estate, conveyed by the foregoing deed is \$45,000.00.

WITNESS the following signatures and seals:

Wallace C. Berry *By His Attorney in fact*
Wallace C. Berry *attorney in fact*
WALLACE C. BERRY, Grantor (SEAL)

Gene D. Stanton
GENE D. STANTON, Grantee (SEAL)

Charlotte B. Stanton
CHARLOTTE B. STANTON, Grantee (SEAL)

BITTER MAINTENANCE CORPORATION, INC.
A Virginia Corporation
BY: *Clinton R. Ritter*
CLINTON R. RITTER, President (SEAL)

STATE OF VA
Hampshire County, to-wit:

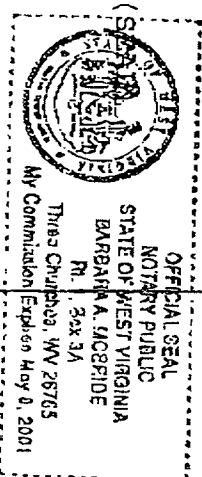
I, Barbara McBride, a Notary Public in and for the State and County aforesaid, do hereby certify that WALLACE C. BERRY, Grantor, whose name is signed to the

foregoing Deed bearing date the 30th day of October,
1998, has personally appeared before me, and acknowledged the
same.

Given under my hand this 5th day of November,
1998.

My Commission expires

May 8, 2001



Barbara A. MacGrude
Notary Public

STATE OF _____

to-wit: _____

I, _____, a Notary Public in and for the
State and _____ aforesaid, do hereby certify
that GENE D. STANTON and CHARLOTTE B. STANTON, Grantees, whose
names are signed to the foregoing Deed bearing date the ____ day
of November, 1998, have personally appeared before me, and
acknowledged the same.

Given under my hand this ____ day of November, 1998.

My Commission expires _____

(SEAL)

Notary Public

STATE OF VIRGINIA
City of Winchester
Commonwealth at Large, to-wit:

I, Debra J. Toms, 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 30th day of October,
1998, has personally appeared before me, and acknowledged the
same.

Given under my hand this 30th day of October, 1998.

My Commission expires February 28, 2002.

Debra J. Danna
Notary Public

This instrument was prepared by Clinton R. Ritter, Attorney
at Law, 205 East Boscawen Street, Winchester, Virginia 22601,
West Virginia License No. 3120, without the opportunity of a
title examination.