



**RITTER'S HIDDEN VALLEY ESTATES
ROAD MAINTENANCE CONTRACT**

THIS CONTRACT made and dated this 17th day of May, 2021 by and between RHV MAINTENANCE INC., DBA HIDDEN VALLEY MAINTENANCE, INC., a West Virginia Corporation, its successors and/or assigns, party of the first part, hereinafter called the Contractor, and Christina L. Lowe and Robert F. Webb, party(s) of the second part hereinafter called owner(s) of Section VIII, Parcel 4, of Ritter's Hidden Valley Estates.

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

1. The Contractor agrees to grade the rights of way to the Owners' property being described as Section VIII, Parcel 4, of 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 Two Hundred and 00/100 Dollars (\$200.00) per year, plus increases which began January 1, 1993, for road maintenance, (2021 road maintenance fees having been prorated at closing), beginning on January 1, 2022 and due by January 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 RHV Maintenance Inc., a West Virginia Corporation, its successors and or assigns, to extend said Maintenance Contract for additional five (5) year periods, however, it is mutually understood and agreed between RHV Maintenance, Inc., its successors and/or assigns, and the owner(s) that after the first five (5) years from the date of the original contract by prior owners, maintenance fees will be increased by Five and 00/100 Dollars

(\$5.00) per year for each year thereafter during said five (5) year periods. For example, during the second renewal, or the 6th thru the 10th year, maintenance fees will be increased Five and 00/100 Dollars (\$5.00) per year, so that at the end of the first ten (10) year period of the original contract the owner(s) will be paying One Hundred Twenty-Five and 00/100 Dollars (\$125.00). During the second five (5) year renewal, maintenance 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 Two Hundred and 00/100 Dollars (\$200.00) per year. Any additional increases in dues thereafter needed to offset inflation will be by majority vote of the stockholders of RHV Maintenance, Inc., its successors and/or assigns, but not to be increased by more than five percent (5%) in any one year. Said increases began January 1, 1993.

4. It is further mutually agreed and understood between the parties hereto that in the event a tree falls from the Owner's property onto the road 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 Owner's property.

6. 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 that are incurred in collection of these fees. The owner(s) further agree(s) that in the event that the property is sold to a subsequent purchaser, that notification will be made to RHV Maintenance Inc., its successors and/or assigns, 10 days prior to closing date for to the purpose of ensuring that all maintenance fees are paid in full and current.

7. This Contract shall be binding upon the Owner(s), their heirs and assigns and subsequent Purchasers of said property.

8. The maintenance fees paid under this contract are not deemed to be

considered as use to cover replacement costs.


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

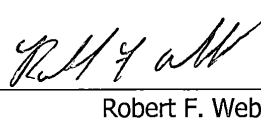
10. If any term or condition of this contract is determined to be inoperable, unenforceable, in violation of any West Virginia statute, or void for any reason, all other terms and conditions of this agreement will remain in full force and effect. Failure to enforce any provision of this agreement at any time does not constitute a waiver of that provision in the future. Modifications to the terms and conditions of this agreement can be made only through written amendments signed by both parties.

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

RHV MAINTENANCE, INC.

BY:  (SEAL)
Terry Newport, DIRECTOR

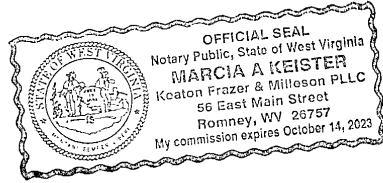
BY:  (SEAL)
Christina L. Lowe, OWNER

BY:  (SEAL)
Robert F. Webb, OWNER

STATE OF WEST VIRGINIA Hampshire Co. to-wit:

Subscribed and sworn to me, Marcia A Keister, a notary public in and for the aforesaid jurisdiction, do hereby certify that Terry Newport, Director of RHV Maintenance, Inc., has personally appeared before me and acknowledged the same on the 17th day of May 2021.

Marcia A Keister
NOTARY PUBLIC



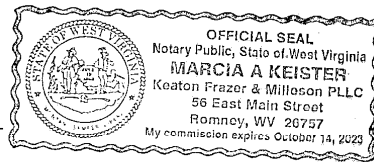
My Commission Expires: 10/14/2023

Notary ID Number: _____

STATE OF WEST VIRGINIA Hampshire Co., to-wit:

Subscribed and sworn to me, Marcia A Keister, a notary public in and for the aforesaid jurisdiction, do hereby certify that Christina L. Lowe, has personally appeared before me and acknowledged the same on the 18th day of May 2021.

Marcia A Keister
NOTARY PUBLIC



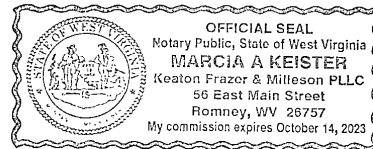
My Commission Expires: 10/14/2023

Notary ID Number: _____

STATE OF WEST VIRGINIA Hampshire Co., to-wit:

Subscribed and sworn to me, Marcia A Keister, a notary public in and for the aforesaid jurisdiction, do hereby certify that Robert F. Webb, has personally appeared before me and acknowledged the same on the 18th day of May 2021.

Marcia A Keister
NOTARY PUBLIC



My Commission Expires: 10/14/2023

Notary ID Number: _____



RITTER'S HIDDEN VALLEY ESTATES

LAKE AND PARK MAINTENANCE CONTRACT

THIS CONTRACT made and dated the 17th day of May, 2021, by and between RHV MAINTENANCE, INC., DBA HIDDEN VALLEY MAINTENANCE, INC., a West Virginia Corporation, its successors and/or assigns, party of the first part, hereinafter called the Contractor, Christina L. Lowe and Robert F. Webb party(s) of the second part, hereinafter called owner(s) of Section VIII, Parcel 4, of 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 Two Hundred and 00/100 Dollars (\$200.00) per year, plus increases which began January 1, 1993, to RHV MAINTENANCE, INC., its successors and/or assigns, 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 2021 Lake and Park Maintenance fees having been prorated at closing, Lake and Park Maintenance Fee will be due annually beginning on January 1, 2022.

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 fees or violation of Park-Lake Rules shall terminate Owner's right(s) of access.

5. Contractor is not responsible for accidents.

6. Maintenance fees are for keeping the Lake and Park area attractive and are not to be construed for replacement costs.

7. RHV Maintenance 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.

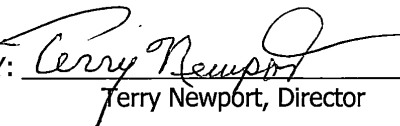
8. As evidenced by the signature(s) hereto, the owner(s) agree(s) that non-payment of maintenance fees will create a lien upon the property and the owner(s) are responsible for any expenses incurred in collection of these fees such as court costs and attorney's fees. The owner(s) further agree(s) that in the event that the property is sold to a subsequent purchaser, that notification will be made to RHV Maintenance Inc., its successors and/or assigns, 10 days prior to closing date for the purpose of ensuring that all maintenance fees are paid in full and current.

9. It is agreed that after the first five (5) years from the date of the original contract by prior owners, 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, 1998. 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.

10. If any term or condition of this contract is determined to be inoperable, unenforceable, in violation of any West Virginia statute, or void for any reason, all other terms and conditions of this agreement will remain in full force and effect. Failure to enforce any provision of this agreement at any time does not constitute a waiver of that provision in the future. Modifications to the terms and conditions of this agreement can be made only through written amendments signed by both parties.

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

RHV MAINTENANCE INC.

BY:  (SEAL)
Terry Newport, Director

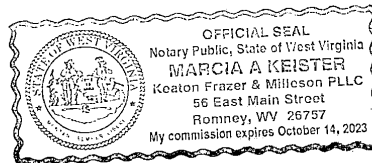
BY: Christina L. Lowe (SEAL)
Christina L. Lowe, OWNER

BY: Robert F. Webb (SEAL)
Robert F. Webb, OWNER

STATE OF WEST VIRGINIA Hampshire Co. to-wit:

Subscribed and sworn to me, Marcia A Keister, a notary public in and for the aforesaid jurisdiction, do hereby certify that Terry Newport, of RHV Maintenance, Inc., has personally appeared before me and acknowledged the same on the 17th day of May 2021.

Marcia A Keister
NOTARY PUBLIC



My Commission Expires: 10/14/2023

Notary ID Number: _____

STATE OF WEST VIRGINIA Hampshire Co., to-wit:

Subscribed and sworn to me, Marcia A Keister, a notary public in and for the aforesaid jurisdiction, do hereby certify that Christina L. Lowe, has personally appeared before me and acknowledged the same on the 18th day of May 2021.

Marcia A Keister
NOTARY PUBLIC



My Commission Expires: 10/14/2023

Notary ID Number: _____

STATE OF WEST VIRGINIA Hampshire Co., to-wit:

Subscribed and sworn to me, Marcia A Keister, a notary public in and for the aforesaid jurisdiction, do hereby certify that Robert F. Webb, has personally appeared before me and acknowledged the same on the 18th day of May 2021.

Marcia A Keister
NOTARY PUBLIC

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Notary ID Number: _____



Hampshire County
Eric W. Strife, Clerk
Instrument 209215
05/19/2021 @ 02:28:44 PM
DEED
Book 575 @ Page 80
Pages Recorded 12
Recording Cost \$
Transfer Tax \$ 907.50
Farm Land Tax \$ 363.00