

Mailed: 3-27-06  
Mtm Ryan U. Bigham  
1979 Ashley Drive  
Chambersburg, Pa. 17201

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99.00

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BOOK 453 PAGE 233

DEED

THIS DEED made and dated this 13th day of February, 2006 by and between **RONALD E. KERNS**, party of the first part, hereinafter called Grantor, and **RYAN V. BIGHAM** and **DENICE M. BIGHAM**, husband and wife, parties of the second part hereinafter called Grantees, and **RITTER MAINTENANCE CORPORATION, INC.**, a Virginia Corporation, party of the third part, who joins in this deed for the purpose of certifying that maintenance fees are current.

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 hereby grant, bargain, sell and convey, with covenants of General Warranty of Title, in fee simple, to be free and clear of all liens and encumbrances, except as hereinafter set forth, unto the Grantees, as joint tenants with rights of survivorship, together with all rights, privileges, improvements and appurtenances thereto belonging, all the following described tract or parcel of real estate, 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, together with the improvements thereon, being designated as Parcel No. 2, Section VI, Ritter's Hidden Valley Estates, containing 3.588 acres, more or less, according to a survey prepared by Charles H. Kirkland, Certified Land Surveyor, of record in the Office of the Clerk of the County Commission for Hampshire County, West Virginia, and being the same real estate which was

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convey unto the Grantor herein by Deed dated the 28th day of May, 2002 from Ritter's Hidden Valley Estates, Inc., A West Virginia Corporation, of record in the aforesaid Clerk's Office in Deed Book 414, at Page 585, 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 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 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 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 or assigns, reserve 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. Prior Grantors in the chain of title 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 original grantors reserved the right to remove timber from the premises on or before the 1st day of March, 1985, 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 and the Grantee,

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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 hereto, that the Grantee agrees to pay One Hundred 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, 2007, (2006's fees having been prorated at closing) 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 the Maintenance Agreement, said **increases begin January 1, 2007.**

14. Prior Grantors in the chain of title 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 hereto, that the Grantee, 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 and Alexander-Matthew Park. It is further agreed that after the first five (5)

year period from the date of the original contract, that maintenance fees for the lake may be increased per the terms of said Maintenance Contract, said **increases begin January 1, 2007.**

16. **As evidenced by the signature hereto, the Grantee agrees that non payment of maintenance fees will create a lien upon the property and the Grantee further agrees that in the event 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.**

17. The Grantee(s) further agree(s) 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 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/or assigns, as evidenced by the signature of a duly authorized Officer of said company, hereby grants to the

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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 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 Grantees' right of ingress and egress to the McDonald-Bass Lake as aforesaid is hereby further conditional upon the compliance.

It is the purpose and the intention of this deed, and it is hereby accepted by the Grantees, that this real estate is conveyed unto them as joint tenants with rights of survivorship, that is, if the said Ryan V. Bigham should die before his wife, Denice M. Bigham, then the entire estate in fee simple in and to the real estate herein conveyed shall be and become the sole property of Denice M. Bigham, and if the said Denice M. Bigham should die before her husband, Ryan V. Bigham, then the entire estate in fee simple in and to the real estate herein conveyed shall be and become the sole property of the said Ryan V. Bigham.

Although real estate taxes may be prorated between the parties as of the day of closing for the current tax year, the grantees agree to assume and be solely responsible for the real

estate taxes beginning with the calendar year 2006, although same may still be assessed in the name of the grantor(s).

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 \$ 15,000.00.

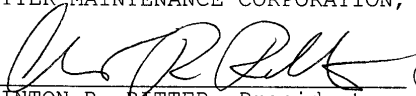
WITNESS the following signature(s) and seal(s):

  
\_\_\_\_\_  
RONALD E. KERNS, Grantor (SEAL)

  
\_\_\_\_\_  
RYAN V. BIGHAM, Grantee (SEAL)

  
\_\_\_\_\_  
DENICE M. BIGHAM, Grantee (SEAL)

RITTER MAINTENANCE CORPORATION, INC.

BY:   
\_\_\_\_\_  
CLINTON R. RITTER, President (SEAL)

STATE OF WEST VIRGINIA

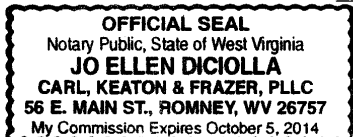
County of HAMPSHIRE, to-wit:

I, To Ellen Diciolla, a notary public in and for the State and County aforesaid, do hereby certify that Ronald E. Kerns, whose name is signed to the foregoing Deed

bearing date the 13th day of February, 2006, has personally appeared before me, and acknowledged the same.

Given under my hand this 17<sup>th</sup> day of MARCH, 2006.

My commission expires: October 5, 2014.



*Jo Ellen Diciolla*  
NOTARY PUBLIC

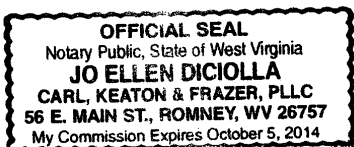
STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, to-wit:

I, Jo Ellen Diciolla, a notary public in and for the State and County aforesaid, do hereby certify that Ryan V. Bigham and Denice M. Bigham, whose names are signed to the foregoing Deed bearing date the 13th day of February, 2006, has personally appeared before me, and acknowledged the same.

Given under my hand this 17<sup>th</sup> day of March, 2006.

My commission expires: October 5, 2014.



*Jo Ellen Diciolla*  
NOTARY PUBLIC

STATE OF VIRGINIA  
CITY OF WINCHESTER, 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 13th day of February, 2006, has personally appeared before me, and acknowledged the same.

Given under my hand this 13th day of February, 2006.

My commission expires: 2/28/2006.



*[Handwritten Signature]*  
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.

**RITTER'S HIDDEN VALLEY ESTATES  
LAKE AND PARK MAINTENANCE CONTRACT**

THIS CONTRACT, made and dated the 13th day of February, 2006, by and between RITTER MAINTENANCE CORPORATION, INC., A Virginia Corporation, its successors and or assigns, party of the first part, hereinafter called the Contractor, Ryan V. Bigham and Denice M. Bigham, parties of the second part hereinafter called owner(s) of **Section VI, Parcel 2**, 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 **begin January 1, 2007**, 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 2006 Lake Maintenance fee having been prorated at closing, and the Lake Maintenance Fee will be due again January 1, 2007, 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 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 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 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 original 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 **begin January 1, 2007**. 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 MAINTENANCE CORPORATION, INC.

BY:  (SEAL)  
CLINTON R. RITTER, President

 (SEAL)  
RYAN V. BIGHAM, Owner

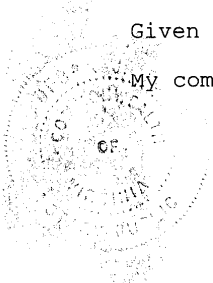
 (SEAL)  
DENICE M. BIGHAM, Owner

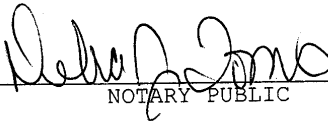
STATE OF VIRGINIA  
City of Winchester, to-wit:

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 Lake and Park Maintenance Contract bearing date the 13th day of February, 2006, has personally appeared before me, and acknowledged the same.

Given under my hand this 13th day of February, 2006.

My commission expires: 02/28/2006.



  
NOTARY PUBLIC

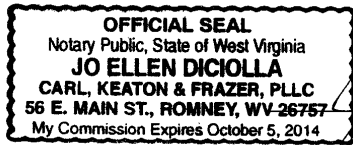
STATE OF WEST VIRGINIA  
County of Hampshire, to-wit:

I, Jo Ellen Diciella, a notary public in and for the State and County aforesaid, do hereby certify that Ryan V. Bigham and Denice M. Bigham, whose names are signed to the foregoing Lake and Park Maintenance Contract bearing date the 13th day of February, 2006, have personally appeared before me, and acknowledged the same.

Given under my hand this 17<sup>th</sup> day of March, 2006.

My commission expires: October 5, 2014.

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*Jo Ellen Diciolla*  
NOTARY PUBLIC

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

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

THIS CONTRACT, made and dated this 13th day of February, 2006 by and between RITTER MAINTENANCE CORPORATION, INC., A Virginia Corporation, party of the first part, hereinafter called the Contractor, and Ryan V. Bigham and Denice M. Bigham, parties of the second part hereinafter called owners of Parcel 2, Section VI, 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 right of way to the Owners' property being described as Parcel 2, Section VI, 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, (plus increases which **begin on January 1, 2007,**) (2006's having been prorated between seller & buyer) beginning on the 1st day of January, 2006, 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, to 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 **begin January 1, 2007**. 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 the Owner(s) 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., its successors and/or assigns, 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., 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 purchaser(s) 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.

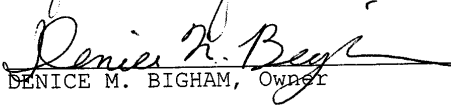
9. It is further understood between the parties hereto that the Contractor is an independent Contractor and not an employee of said Owner(s).

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

RITTER MAINTENANCE CORPORATION, INC.

BY:  (SEAL)  
CLINTON R. RITTER, President

 (SEAL)  
RYAN V. BIGHAM, Owner

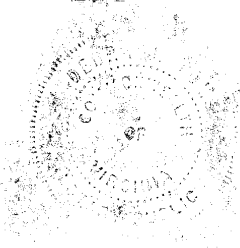
 (SEAL)  
DENICE M. BIGHAM, Owner

STATE OF VIRGINIA  
City of Winchester, 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 Road Maintenance Contract bearing date the 13th day February, 2006, has personally appeared before me, and acknowledged the same.

Given under my hand this 13th day of February, 2006.

My commission expires: 2/28/2006.



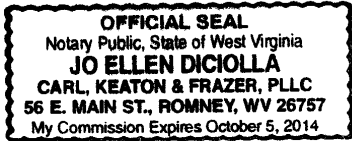
Jo Ellen Diciolla  
NOTARY PUBLIC

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

I, Jo Ellen Diciolla, notary public in and for the State and County aforesaid, do hereby certify that Ryan V. Bigham and Denice M. Bigham, whose names are signed to the foregoing Road Maintenance Contract bearing date the 13th day of February, 2006, have personally appeared before me, and acknowledged the same.

Given under my hand this 17<sup>th</sup> day of March, 2006.

My commission expires: October 5, 2014.



Jo Ellen Diciolla  
NOTARY PUBLIC

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

SHARON H LINK  
HAMPSHIRE COUNTY 09:51:27 AM  
Instrument No 82820  
Recorded Date 03/21/2006  
Document Type NEED  
Book-Page 453-233  
Rec/Adm Fee 24.00 35.00  
Transfer Tax 66.00

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 3/21/06 9:51AM

The foregoing Instrument, together with the certificate of its acknowledgment, was this day presented in said office and admitted to record.

Teste Sharon H. Link Clerk.