

WHITE CLIFF'S OF  
RITTER'S HIDDEN VALLEY ESTATES  
LAKE AND PARK MAINTENANCE CONTRACT

THIS CONTRACT, made and dated the 4th day of January, 2005, by and between RITTER MAINTENANCE CORPORATION, INC., A Virginia Corporation, party its successors and/or assigns, of the first part, hereinafter called the Contractor, and John E. Berry and Brenda Berry, parties of the second part, hereinafter called owner(s) of Section I, Parcel 37, White Cliffs of Ritter's 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 One hundred and 00/100 Dollars (\$100.00) per year, plus increases which **began January 1, 1998**, to RITTER MAINTENANCE CORPORATION, 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. 2005's having been prorated at closing.

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 Owner's right(s) 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/or 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 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 original contract, dues will be increased by Ten and 00/100 Dollars (\$10.00) 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.

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

RITTER MAINTENANCE CORPORATION, INC.

BY:  (SEAL)  
CLINTON R. RITTER, President

 (SEAL)  
JOHN E. BERRY, Owner

 (SEAL)  
BRENDA BERRY, Owner

STATE OF VIRGINIA  
City of Winchester, to-wit:

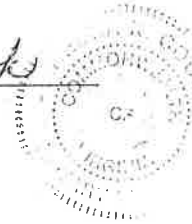
I, Nedra K. Cook, a notary public in and for the State and

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 4th day of January, 2005, has personally appeared before me, and acknowledged the same.

Given under my hand this 4th day of January, 2005.

My commission expires: 11-30-2005

Rebra L. Cook  
NOTARY PUBLIC



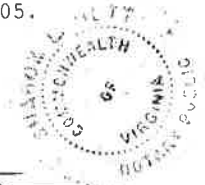
STATE OF VIRGINIA  
City of Winchester, to-wit:

I, Sharon L. Hott, a notary public in and for the State and City aforesaid, do hereby certify that John E. Berry and Brenda Berry, whose names are signed to the foregoing Lake and Park Maintenance Contract bearing date the 4th day of January, 2004, has personally appeared before me, and acknowledged the same.

Given under my hand this 20th day of January, 2005.

My commission expires: June 30, 2005

Sharon L. Hott  
NOTARY PUBLIC



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

WHITE CLIFF'S  
OF  
RITTER'S HIDDEN VALLEY ESTATES  
ROAD MAINTENANCE CONTRACT

THIS CONTRACT, made and dated this 4th day of January, 2005 by and between RITTER MAINTENANCE CORPORATION, INC., a Virginia Corporation, its successors and/or assigns, party of the first part, hereinafter called the Contractor, and JOHN E. BERRY and BRENDA BERRY, parties of the second part hereinafter called owner(s) of Section I, Parcel 37, White Cliff's 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 Contractor hereby agrees to grade the rights of way to the Owners' property being described as Section I, Parcel 37, White Cliff's 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 One Hundred and 00/100 Dollars (\$100.00) per year, plus increases which **began January, 1998**, for road maintenance, beginning January 1, 2006, (2005's maintenance fees having been prorated at 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 late fee.

3. The period of this Contract is to run for five (5) years with the right reserved by Ritter Maintenance Corporation, Inc., A 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 Ritter Maintenance Corporation, 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 Ten and 00/100 Dollars (\$10.00) 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 Ten and 00/100 Dollars (\$10.00) 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 and Fifty and 00/100 Dollars (\$150.00). During the second five (5) year renewal, maintenance fees will continue to increase Ten and 00/100 Dollars (\$10.00) 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 Ritter Maintenance Corporation, 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,**

1998.

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

6. After the present section and all future sections of White Cliff's 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.

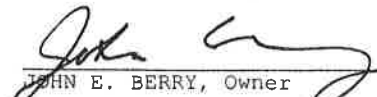
9. The maintenance fees paid under this contract are not deemed to be considered as use to cover replacement costs.

10. 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)  
JOHN E. BERRY, Owner

 (SEAL)  
BRENDA BERRY, Owner

STATE OF VIRGINIA  
City of Winchester, to-wit:

I, Nedra K. Cook, 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 4th day January, 2005, has personally appeared before me, and acknowledged the same.

Given under my hand this 4th day of January, 2005.

My commission expires 11-30-2005.

Robert L. Cook  
NOTARY PUBLIC



STATE OF VIRGINIA  
City of Winchester, to-wit:

I, Sharon L. Hott, notary public in and for the State and City aforesaid, do hereby certify that John E. Berry and Brenda Berry, whose names are signed to the foregoing Road Maintenance Contract bearing date the 4th day of January, 2005, have personally appeared before me, and acknowledged the same.

Given under my hand this 20th day of January, 2005.

My commission expires: June 30, 2005.

Sharon L. Hott  
NOTARY PUBLIC



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

SHARON H. LINK  
HAMP SHIRE COUNTY 01/24/2005 9:30 AM  
INSTRUMENT NO 98397  
Recorded Date 01/24/2005  
Instrument Type DEED  
BOOK PAGE 440-129  
Rec/Ack Fee 25.00 77.90  
Transfer Tax 151.80

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 1/24/05 9:30 AM.

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.