

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

THIS CONTRACT, made and dated this 12th day of April, 2007 by and between RITTER MAINTENANCE CORPORATION, INC., A Virginia Corporation, party of the first part, hereinafter called the Contractor, and Paul M. Silber and Deborah Silber, parties of the second part hereinafter called owner of Parcel 17, Section I, 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 17, Section I, 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 **began on January 1, 1997,**) (2007's having been prorated between sellers & buyer) beginning on the 1st day of January, 2008, 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 began **January 1, 1997**. 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

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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)  
PAUL M. SILBER

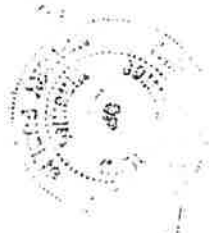
 (SEAL)  
DEBORAH SILBER

STATE OF VIRGINIA  
City of Winchester, to-wit:

I, Tamara L. Flegal, 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 12th day of April, 2007, has personally appeared before me, and acknowledged the same.

Given under my hand this 12th day of April, 2007.

My commission expires: 12/31/2010.



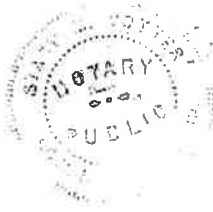
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James H. Link  
NOTARY PUBLIC

STATE OF WEST VIRGINIA  
COUNTY OF HAMPSHIRE, to-wit:

I, Stacy Cotter, a notary public in and for the State and County aforesaid, do hereby certify that Paul M. Silber and Deborah Silber, whose names are signed to the foregoing Road Maintenance Contract bearing date the 12th day of April, 2007, have personally appeared before me, and acknowledged the same.

Given under my hand this 30<sup>th</sup> day of April, 2007.  
My commission expires: September 22, 2008



Stacy M. Cotter  
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 01:58:11 PM  
INSTRUMENT NO 99999  
RECORDED DATE 05/03/2007  
BOOK--PAGE 464--408  
REC/NOT FEE 26.00 59.20  
TRANSFER TAX 14.40

STATE OF WEST VIRGINIA, Hampshire County Commission Clerk's Office 5/3/07 1:58pm.

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.

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

THIS CONTRACT, made and dated the 12th day of April, 2007, 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 PAUL M. SILBER and DEBORAH SILBER, parties of the second part hereinafter called owner(s) of Parcel 17, Section I, 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 **began January 1, 1997**, 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 2007 Lake Maintenance fee having been prorated at closing, and the Lake Maintenance Fee will be due again January 1, 2008, 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

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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 began January 1, 1997. 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)  
PAUL M. SILBER



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Deborah Silber (SEAL)  
DEBORAH SILBER

STATE OF VIRGINIA  
City of Winchester, to-wit:

I, Tamara L. Flegal, 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 12th day of April, 2007, has personally appeared before me, and acknowledged the same.

Given under my hand this 12th day of April, 2007.

My commission expires: 12/31/2010.



Tamara A. Flegal  
NOTARY PUBLIC

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

I, Stacy Cotter, a notary public in and for the State and City aforesaid, do hereby certify that Paul M. Silber and Deborah Silber, whose names are signed to the foregoing Lake and Park Maintenance Contract bearing date the 12th day of April, 2007,

have personally appeared before me, and acknowledged the same.

Given under my hand this 30<sup>th</sup> day of April, 2007.

My commission expires: September 2, 2008.



Shay McCall  
NOTARY PUBLIC

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