

Ewert Wilson and wife, Roberta Wilson join in this conveyance in order to convey the easement for the water and sewer lines.

The above conveyance is subject to the following, Restrictions, Conditions, and Covenants which shall apply to the four town house units designated units 1,2,3 and 4.

1. The premises shall be used only for residential purposes and/or residential rental purposes.

2. The division wall between unit 3 and 4 is hereby designated as a common wall. Unit 3 and 4 shall be jointly and equally responsible for the maintenance and repair of said wall. Further, neither the owners or occupants of Unit 3 or Unit 4 shall make any alterations or changes in that portion of said common wall that consists of studding or other structural component without the written consent of the owner of the adjoining unit.

3. The water bill to units 1,2,3 and 4 shall be shared equally. Each unit shall pay 1/4 of the total water bill for the four unit units. Any unit may individualize their water bill by installing their own meter. In which case the remaining units would pay a pro rata share of the remaining bill.

4. Each unit shall pay their own respective electric bill.

5. Each unit is hereby granted an easement to the septic tank and to the lines leading to the septic tank and to the water lines.

6. Each unit shall be responsible for maintaining that portion of the water or septic lines that leads from the main line to his individual unit. Any maintenance to be done on the septic or water lines that serves more than one unit shall be the joint responsibility of the units so served. Each unit shall

8. Each unit is required to maintain the exterior of their unit in good repairs and in a manner that would not adversely affect the appearance of the units as a whole. 330

9. There shall be no alterations in the external appearance of these townhouse units without the written consent of the owners of the other three units.

10. Units 2 and 3 shall be equally responsible for the maintenance of the deck area which lies between each unit.

11. Each owner of units, 1, 2, 3, and 4 shall be responsible for maintaining the roadway and sidewalk area lying in front of the property which they own.

12. Subject to all restrictions of Spring Creek Estates as filed in the office of the Clerk of the Clinton County Court.

13. Each unit and any unit of Spring Creek Estates Subdivision may use the pool area provided that unit has paid a pro-rata share of the costs of the maintenance and operations of the pool. A Pro-rata share is defined as that percentage obtained by dividing the number of property owners deserving to use the pool into one.

14. The seller shall not be responsible for any costs associated with the maintenance of the units, the water lines, septic lines, ~~roads or sidewalks~~ ^{pool, or pool area,} in or on said property except to the extent of ownership of any unit which he owns.

15. If the owners of these units and the owners of the various lots in Spring Creek Estates do not form an association to maintain the pool and pool area within two years of this date, access to said pool, at the option of the seller, may be voided.

TO HAVE AND TO HOLD the above described real estate together with its improvements and appurtenances therunto belonging unto the parties of the second part their heirs and assigns forever, with covenants of general warranty of title.

IN TESTIMONY WHEREOF, witness the signatures of the parties of the first part on this the date first written.

Wilson Drilling & Exploration, Inc.

by Ewert Wilson PRES.
President

Ewert Wilson
Ewert Wilson

Roberta Wilson
Roberta Wilson