

are the subject of a land installment contract which has been entered into by Countrytyme as Vendor. Furthermore, Countrytyme Lebanon, LTD., hereby agrees to ensure that roadway is in good repair until the earlier of 12 months from the date of filing of this Maintenance Declaration with the Clermont County Recorder's Office or until 17 of the aforementioned lots described in paragraph (2) have been either "deeded out" or for which Countrytyme, as Vendor, has entered into a land installment contract.

(4) Upon recording of deeds or execution of land installment contracts for each tract herein, the Grantee or Vendee of each tract so conveyed, shall at the moment of conveyance (which shall be defined as the time of recording of the deed with the Clermont County recorder) or execution of the land installment contract shall become a member of the homeowners association which is to be formed for Hilltop Farm. The maintenance, upkeep and/or rebuild of the subject Easement shall be the responsibility of the Homeowner's Association as outlined in an agreement to be recorded with the Clermont County Recorder (agreement shall call for the Homeowner's Association to take over maintenance upon the earlier of 12 months or 17 of the aforementioned lots described in paragraph (2) have been either "deeded out" or for which Countrytyme, as Vendor, has entered into a land installment contract.

(5) At all times relevant to this Declaration, reasonable maintenance, upkeep, repair, and/or rebuilding shall also be performed by the tract owners when so required so as to permit free, safe and easy passage for all persons having the right to use said road. Any owner of an adjoining tract making use of said Easement for a purpose other than normal automobile traffic, such as construction or delivery of a residence, requiring the introduction upon said Easement of heavy trucks and construction equipment, shall restore said easement in as good as condition as it was prior to the introduction of such heavy trucks and equipment. Such repair and construction shall be done as speedily as possible. Countrytyme Lebanon, LTD., shall not be responsible for maintenance, upkeep, repair or rebuilding of the Easement other than as specified in paragraph (3) herein.

(6) At all times relevant to this Declaration, snow and ice removal shall be the responsibility of the tract owners who have established a permanent residence at Hilltop Farm, and the costs for such snow and ice removal shall be shared equally among them.