

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. The Purchasers/Vendees of Tracts 1, their heirs, successors, and assigns, are required to abide by the terms of paragraph (5) through (10) herein although not members of the Homeowner's Association.

(13) In accepting a deed or land installment contract to any of the aforementioned Tracts 2 through 23 of Hilltop Farm as recorded in O.R. Volume 1197 Page 573, Clermont County Recorder's Office, the Purchaser/Vendee of each tract agrees to the terms of this Maintenance Declaration and agrees to submit to the formation of the Homeowner's Association when it is created at the time specified in the Declaration.

(14) Countrytyme Lebanon, LTD., covenants with each Purchaser/Vendee of tracts 2-23 of Hilltop Farms that each of the Purchasers/Vendees of said tracts shall be responsible only for the share of maintenance and upkeep and/or homeowner's assessments shall be equally divided amount the total number of tracts subject to the Homeowner's Association Agreement and Maintenance Agreement, except as specified in paragraph (6).