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(7) It is understood and agreed that the purchaser will not cut any timber within two hundred (200) feet of any dwelling or clubhouse now erected on top of Hogback Mountain.

(8) The purchaser shall have the right to cut timber of less diameter than that specified in Paragraph (1) for use in the construction of roads, bridges, stables and mills.

(9) After all species of timber in any area is once cut down to the size specified in Paragraph (1), there shall be no further cutting, or recutting in that area, it being expressly understood and agreed that the purchaser shall have the right to cut the timber over one time only. Provided, that the provisions of this paragraph shall not apply for the first six (6) years of the term of this contract.

(10) In all measurement of footage of timber for any purpose under this contract, the "Doyle-Scribner Rule" shall be used. Provided, that all measurements of footage of timber for which the sellers have to pay the purchaser as provided in Paragraph (13) hereof, the "Doyle Rule" shall be used.

(11) The purchaser shall keep a complete and accurate record of all timber cut and removed from the lands hereinabove described, and its books representing said account shall be open for inspection by the sellers or their representatives at all reasonable times until the contract price shall have been paid in full.

(12) It is expressly understood and agreed that the purchaser assumes all responsibility for the loss or destruction of the timber hereby conveyed for any reason whatsoever, and that the sellers shall have no liability therefor unless the loss or destruction thereof is caused by their negligence or the negligence of their agents or servants.

(13) If, because of the failure of the title of the sellers, the purchaser is unable to cut the timber from any area included in this