

## **EXHIBIT A**

### **RESTRICTIONS**

#### OCEAN GREENS II SUBDIVISION

Each Lot in OCEAN GREENS II SUBDIVISION located in Saco, York County, Maine, is and will be conveyed subject to the following restrictions and conditions which shall run with the land, shall remain in effect until midnight, December 31, 2038, and shall be enforceable by the original Developer, Goosefare Acres, Ltd., Inc., its successors and assigns, and also by all other owners of lots on said plan whose property is similarly burdened.

(1) Each lot shall be used for residential purposes only and shall be occupied by not more than one residential structure, said residential structure to include no buildings or structures other than the following, viz: one detached dwelling structure designed as a residence for one or two families, a garage or garages for private use constructed either as an integral part of the dwelling or as a detached building and adapted for the storage or not more than six automobiles in total for all garages, a swimming pool, suitable garden structures including a greenhouse, and such additional structures as shall from time to time be used in connection with residential uses situated in similar neighborhoods. Except as permitted under the provisions of paragraphs 12 and 15 hereof, no such lot shall be used for access to any other land or for the use, introduction, maintenance or repair of utility services benefiting any other land not part of OCEAN GREENS SUBDIVISION. As used herein the term "one detached dwelling structure designed as a residence for one or two families" shall mean a structure in which the second residential unit is of the nature of an "in-law" apartment, that is, its size and configuration is subordinate to the main living area and the exterior appearance is in the nature of a single family residence rather than a duplex structure.

(2) The keeping of poultry, swine, or any livestock other than household pets normally housed in a dwelling house, shall not be permitted, nor shall kennels be permitted and no automobile trailer, house trailer, recreational vehicle, boat, boat trailer, or similar vehicle, shall be brought upon, or be maintained or be permitted to remain on the above described premises, unless completed enclosed within a structure permitted under paragraph (1) or stored in such a manner that the same is not observable from any street or, if observable, the same is such of condition and stored in such a manner that it does not adversely impact property values in the neighborhood.

(3) All residential structures shall be placed on permanent masonry foundations.

(4) The use of simulated or artificial brick or stone composition sidings shall be prohibited unless the appearance, finish and durability of the same shall be comparable to natural materials.

(5) Until the expiration of Ten (10) years from the date of the sale of Goosefare Acres, Ltd., Inc.'s entire interest in the OCEAN GREENS SUBDIVISION all plans, specifications and designs including, but not limited to, the exterior finish, color and building placement, for structures

to be located on such lots must receive the written approval of the original Developer, Goosefare Acres, Ltd, Inc., its successors and specific assigns. Such approval shall not be unreasonably withheld but such plans, specifications and designs must be harmonious with other structures in such subdivision and shall be in conformity with the architectural standards set forth in Exhibit B attached hereto.

(6) All exterior finishing on any building and all landscaping to the grounds must be completed within one year of the commencement of construction and all driveways shall be of either asphalt or of earth tone colors whether made of concrete or bricked, within two years of the sale of the house to the original residential owner. The primary walkway to the structure shall be of earth tone colors. Completed, as used herein, includes, but is not limited to, porches, steps, decks, platforms, carports, other outside living terraces, and grading and seeding of lawns.

(7) No junk, abandoned or unregistered vehicle or commercially registered dual wheeled rear axle vehicle shall be allowed on the premises, except as may be permitted under Paragraph 2 hereof, and no accumulations of trash or debris shall be allowed on the premises.

(8) The within Grantee(s), their heirs, successors and assigns shall not alter the area encompassed within the bounds of the proposed drainage easement areas as indicated on the aforesaid plan in any manner which would impede or adversely affect the drainage of the subdivision in which the above described premises are situated. All homes must connect to public storm drainage systems.

(9) All curb cuts shall be made and driveways shall be constructed in such fashion so as not to impede or adversely affect the drainage of surface water in the location of the streets as shown on said plan into the various catch basins and manholes situated in said streets and all construction shall be done in accordance with the specifications and in the manner required by Goosefare Acres, Ltd., Inc., and the department in charge of street maintenance of the City of Saco. In the event the curb cuts shall be made or driveways shall be constructed in a fashion so as to violate this covenant and restrictions, Goosefare Acres, Ltd., Inc., may, but shall not be required to, correct the construction so that it does not violate this paragraph and the holder of title to the above lot shall be liable for all costs of the same.

(10) No clotheslines shall be permitted. And no satellite television antennas or similar receiving devices shall be permitted unless 18 inches in diameter or less and shall be located at the rear of the building in a location as specifically approved by Developer.

(11) The above restrictions shall not apply to nor be binding upon any remaining land now owned by Goosefare Acres, Ltd., Inc., or which may hereinafter be acquired by it or any entity under common control with it and which may lie near or adjacent to OCEAN GREENS SUBDIVISION, other than the numbered lots on the Ocean Greens plan referred to in the deed of conveyance. .

(12) Goosefare Acres, Ltd., Inc. for itself, its successors and specific assigns, reserves the right to use all of the streets and ways shown on the plan of OCEAN GREENS

SUBDIVISION for access to any other land adjacent to near to said OCEAN GREENS SUBDIVISION it may own or hereafter acquire. It is further agreed and understood that no purchaser of such adjacent or near land from Goosefare Acres, Ltd., Inc. shall have the right to use such streets and ways for such purposes unless such right shall have been specifically granted to such purchaser by Goosefare Acres, Ltd., Inc.

(13) Goosefare Acres, Ltd., Inc. , reserves the right to use all such streets and ways shown and depicted on said plan for the use, introduction and maintenance of all utility services to OCEAN GREENS SUBDIVISION or to any other adjacent or nearby land owned by it or its specific assigns or hereinafter acquired by it or them. It is further agreed and understood that no purchaser of such adjacent or near land from Goosefare Acres, Ltd., Inc. shall have the right to use such streets and ways for such purposes unless such right shall have been specifically granted to such purchaser by Goosefare Acres, Ltd., Inc.

(14) Goosefare Acres, Ltd., Inc. reserves the right to use those areas marked as "drainage easements or utility easements" on the above referenced plan for the purpose of providing drainage for its adjacent or nearby land either now owned or hereafter acquired or for adjacent or nearby land of its specific assigns.

(15) Goosefare Acres, Ltd., Inc. reserves for itself, its successors and specific assigns, the right and privilege to alter, amend, reconfigure or resubdivide any unsold lots or any other areas shown on the OCEAN GREENS SUBDIVISION Plan or any adjacent real estate in its ownership or to use any such lots or areas for access to and for the use, introduction, installation and maintenance of utility services to any adjacent land owned by Goosefare Acres, Ltd., Inc., or hereinafter acquired by it or its specific assigns and to alter, amend or change the location of any streets, rights-of-way or access roads shown on said Plan to a location of its choosing provided that access to the premises to be conveyed is not materially impaired or affected.

(16) Trees standing upon the within conveyed premises or trees thereafter growing thereon in excess of six (6) inches in diameter measured five (5) feet above the surface of the ground shall not be cut or removed, except as hereinafter provided. Trees of such diameter which are dead, dying or diseased may be cut and removed and living trees may be trimmed or minimally thinned in accordance with good forestry practice. Further, trees, whether alive or dead may be cut and removed by the title holder thereof or the duly authorized agent of the title holder only to such extent as shall be minimally necessary for the construction of the buildings permitted upon the property and driveways. All buffer strips shown on the Strawberry Fields plan referred to in the deed of conveyance shall be maintained by the owner of the lot subject to the same in keeping with the conditions of approval by the Saco Planning Board.

The provisions of this paragraph shall not apply to lots remaining in the ownership of Goosefare Acres, Ltd., Inc.

(17) No signs, advertising the sale of the lot herein conveyed or structure thereon, shall be permitted to be erected anywhere in OCEAN GREENS SUBDIVISION other than one sign having dimensions of not more than 24 inches by 24 inches may be placed upon the lot to be sold.

The provisions of this paragraph shall not apply to lots remaining in the ownership of Goosefare Acres, Ltd., Inc.

18. Each owner of a lot in the OCEAN GREENS SUBDIVISION shall be a member of the Ocean Greens Homeowners' Association, a Maine not-for-profit corporation upon its formation, if it shall be formed by Goosefare Acres, Ltd., Inc. or its specific assigns. Each such lot owner shall have one vote in the Association for each lot owned. The Association shall be charged with the costs of maintenance, repair, replacement and snow plowing of the roadways in the Subdivision, but not the initial installation cost thereof, in the event the roads are not accepted by the City of Saco and shall also be responsible for the maintenance and landscaping of all entrance areas, esplanades, boulevards and drainage easements and the maintenance, repair and replacement of all common mailbox systems and any appurtenances thereto, unless the responsibility shall have been accepted by the City of Saco.

During the period of construction the improvements allowed to be constructed upon the lot conveyed, the builder may maintain one construction information sign of the size and design approved by Goosefare Acres, Ltd., Inc.

Goosefare Acres, Ltd., Inc. or an entity under common control with it may acquire adjacent land to OCEAN GREENS SUBDIVISION and such land may be developed by it for any uses permitted under the terms of applicable state, federal and local land use statutes, ordinances and regulations.

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