

EXHIBIT A
RESTRICTIONS
EGRET COVE SUBDIVISION

Each lot located in the Egret Cove as shown on the plan recorded in York Registry of Deeds in Plan Book 330, page 31, (hereinafter called the "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, 2040, and shall be enforceable by the original developer, 2047 ASSOCIATES, LLC, its successors and assigns, and also by all other owners of lots on said Plans whose property is similarly burdened, but 2047 ASSOCIATES, LLC, its successors and assigns, shall be under no obligation to so enforce these restrictions.

(1) Except as may hereinafter be provided, 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 and occupied 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 of not more than six (6) 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 specifically permitted under paragraph (12) 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 the Subdivision.

(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 recreational vehicle, automobile trailer, house trailer, boat or similar vehicle, shall be brought upon, or be maintained or be permitted to remain on the above described premises, unless (1) completely enclosed within a structure permitted under paragraph (1) or (2) stored in such a manner that the same is not observable from any street or, if observable, the same is in such a condition and stored in such a manner that it does not adversely impact 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 2047 ASSOCIATES, LLC's entire interest in the Subdivision, all plans, specifications and building 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, 2047 ASSOCIATES, LLC, its successors and specific assigns. Such approval shall not be unreasonably withheld but such plans, specifications and designs must in the opinion of 2047 ASSOCIATES, LLC be harmonious with other structures in such subdivision. In general all one and two store structures shall have a minimum roof pitch of 7/12. This does not include the roof pitch of a garage or dormers, all roof

shingles shall be architectural shingles in earth tone colors, and vinyl siding shall be of a finish and appearance comparable to natural materials.

(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 asphalt or shall be of concrete paver stones or brick in earth tone colors within two years of the sale of the house to the original residential owners. 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 vehicle of a size larger than one (1) ton in size 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, its successors and assigns, shall not alter existing drainage swales in any manner which would impede or adversely affect the drainage of the subdivision in which the above described premises are situated.

(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 Plans into the various catch basins and manholes situated in said streets and all construction shall be done in accordance with the specification and in the manner required by 2047 ASSOCIATES, LLC and the Public Works Director of the City of Saco. In the event curb cuts shall be made or driveways shall be constructed in a fashion so as to violate this covenants and restriction, 2047 ASSOCIATES, LLC 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. Costs shall include all direct and indirect costs and all costs of collection including, but not limited to, filing fees, sheriff's fees and reasonable attorney's fees. Similarly the holder of title to the above lot shall be liable for all costs to repair asphalt, pavement or curbing caused as a result of construction activity by the owner or his agents, contracts and employees.

(10) All clotheslines shall be located at the rear of all residential units.

(11) The above restrictions shall not apply to nor be binding upon any land 2047 Associates, LLC may acquire adjacent to the project and, notwithstanding the provisions of Paragraph 1 hereof, 2047 Associates, LLC reserves the right to itself, its successors and specific assigns to build upon all lots and to combine lots on said Subdivision remaining in its or their ownership into one lot for building purposes and to construct on all such lots any buildings or structures then permissible under current or amended zoning, including contract zoning provisions.

(12) 2047 ASSOCIATES, LLC for itself, its successors and specific assigns, reserves the right to use all of the streets and ways and areas marked as rights of way in any fashion shown on the Plans of the Subdivision for access to any other land adjacent or near to said Subdivision it may own or hereafter acquire.

(13) 2047 ASSOCIATES, LLC for itself, its successors and specific assigns, reserves the

right to use all such streets and ways and rights of way shown and depicted on said Plans and all areas shown and depicted on said Plans as utility or other easement areas (in any fashion) for the use, introduction and maintenance of all utility services to the Subdivision or to any other adjacent or nearby land owned by it or its specific assigns or hereinafter acquired by it or them.

(14) 2047 ASSOCIATES, LLC Reserves for itself, its successors and specific assigns, the right and privilege to alter, amend, reconfigure, combine or resubdivided any unsold lots in the Subdivision or any adjacent real estate in its ownership or to use any such lots for access to and for the use, introduction, installation, and maintenance of utility services to any adjacent land owned by 2047 ASSOCIATES, LLC, 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 Plans to a location of its choosing provided that access to the premises to be conveyed is not materially impaired or affected.

(15) Natural buffer strips are established in the locations shown on the subdivision plan. Cutting of trees or disturbance of natural topography or ground cover is prohibited within the natural buffer areas except dead, diseased or dying wood may be removed. Roads as depicted on the plan, driveways and associated culverts to provide access and utility service to the lots and foot paths may be located within the buffers. Deeds to the individual lots will contain restrictions to this effect. It is further provided that all softwoods which may present a danger to person or property from falling may be cut.

(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. Trees of lesser diameter which are dead, dying or diseased may be cut and removed and living trees may be trimmed or selectively thinned in accordance with good forestry practice. Further, all trees may be cut and removed by the title holder thereof or the duly authorized agent of the title holder to such extent as shall be minimally necessary for the construction of the buildings and accessory uses permitted upon the property and for the construction of driveways and maintenance of normal lawn areas. It is further provided that all softwoods which may present a danger to person or property from falling may be cut.

The provision of this paragraph shall not apply to lots remaining in the ownership of 2047 ASSOCIATES, LLC.

(17) No signs advertising the sale of the lot herein conveyed or structure thereon, shall be permitted to be erected anywhere in the 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.

During the period of construction of the improvements allowed to be constructed upon the lot conveyed, the builder may maintain one construction information sign of a size and design approved by 2047 ASSOCIATES, LLC.

The provisions of this paragraph shall not apply to lots remaining in the ownership of 2047 ASSOCIATES, LLC.

(18) Each owner of a lot in the Subdivision shall be a member of the Egret Cove Homeowner's Association, a Maine not-for-profit corporation upon its formation, if it shall be formed by 2047 ASSOCIATES, LLC or its specific assigns. Each lot owner shall have one vote in the association for each lot owned. In the event there are multiple owners of a lot, such owners in the aggregate shall be entitled to one vote. The Association shall be charged with the costs of maintenance, repair, replacement and snow plowing of the roadways, street lighting, hydrants and sewer lines in the Subdivision and any surface or subsurface drainage systems or detention areas in the Subdivision, but not the initial installation cost thereof, in the event the roadways and/or the drainage systems or detention areas are not accepted by the City of Saco as public improvements and shall also be responsible for the maintenance and landscaping of all entrance areas, esplanades and boulevards and the maintenance, repair and replacement of any identification signage or common mailbox systems and any appurtenances. The Declarant, for each lot owned within the subdivision, and each owner of any lot by acceptance of a deed thereof, covenants and agrees to pay to the Association that lot's share of the assessments in accordance with an annual budget to be adopted by the Association. Each assessment, together with interest on unpaid assessments at the rate established by the Association and all costs of collection, shall be the personal obligation of the owner of each lot at the time of such assessment. In addition, the Association shall have a lien against each lot in the amount of such obligation, which lien shall be enforceable in the same manner as a mortgage of real estate. The lien established hereby shall be subordinate to any first mortgage on the lot, whether recorded before or after the date of such assessment.

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