

EXHIBIT A

TERRAPIN GREEN SUBDIVISION

BIDDEFORD, MAINE

Each lot in the Terrapin Green Subdivision (the "Subdivision") is conveyed subject to the following conditions and restrictions which shall run with and bind the premises conveyed hereby and all other lots contained on the aforementioned Plan, shall be enforceable until December 31, 2051, and Southern Coast Development, Inc., ("SCDI"), its successors and assigns, and all other lot owners on said plan shall have the right at any time or times to proceed at law or in equity against any person violating or attempting to violate any of the provisions hereof and to compel compliance with the terms hereof, but said Southern Coast Development, Inc., its successors and assigns, shall be under no obligation to enforce any of said restrictions.

These restrictions are set forth for the purpose of promoting the Subdivision as an energy smart conservation development of senior living with residences that are energy efficient, environmentally friendly, and as maintenance free and sustainably constructed as possible with a minimal disturbance to the surrounding landscape so as to live in health and harmony with nature.

1. Each lot shall be used for single family residential purposes and shall be occupied by only one residential structure of not less than 1,200 square feet or more than 2,600 square feet of living space. Special circumstances may be brought before SCDI for a variance which must be obtained in writing before construction can begin. Any variance which is granted must be consistent with the overall objectives of the Subdivision and the resulting structure must be visually compatible with other structures in the Subdivision or the standards set forth herein if few structures have been built.
2. One full time occupant of the structure erected on each lot shall be at least fifty-five (55) years of age on a minimum of eighty (80%) percent of the total lots in the Subdivision whether all lots are occupied or not.
3. Until such time as SCDI shall have no ownership interest in the lots in the Subdivision, all architectural designs of dwellings, additions, accessory buildings, and site placement shall be approved, in writing, by SCDI or its specific assigns, prior to any construction or placement on any lot, to insure the architectural homogeneity of the Subdivision's energy smart conservation purposes.
4. The standards for all approvals of dwellings, additions, accessory buildings, and site placement in the Subdivision shall be the reasonable judgment of SCDI so that the proposed improvements will be of high quality, aesthetically attractive and coordinated with adjoining or nearby structures, consistent with building concepts that use environmentally sound and energy smart construction practices. The decisions of SCDI shall be final and binding upon all parties but such approval shall not be unreasonably withheld.

5. No owner of any lot can impede in any fashion the use of Blandings Way as the public access to Terrapin Trail in Blandings Park Wildlife Sanctuary.
6. No property line boundary or surveyor's mark or monument shall be moved, changed, or in any way hidden, without the permission of the City of Biddeford.
7. Septic systems serving all lots must be located and installed in accordance with all current state and local statutes, ordinances and regulations and shall be maintained in good working order.
8. There shall be no use of any incomplete residential structure, tent, camper, trailer, mobile home, recreational vehicle, or other shelter as a place of human habitation, for a period of time in excess of four (4) days before or after home construction unless a certificate of occupancy has been issued for the same by the City of Biddeford.
9. There will be no intentional disturbance, discouragement, or harm to any domestic or wild animal found anywhere in the exterior areas of the Subdivision. Lot owners agree to respect all living things in this area of significant wildlife habitat. Nothing herein shall prohibit the trapping or other disposal, in accordance with local ordinances, of rodents or other animals creating damage to a structure or which represent a danger to health and safety.
10. There shall be no placement or storage of any registered or unregistered vehicle of any type, any trailer, any motorcycle, any recreational vehicle, including but not limited to boats and other water craft, ATVs, bicycles, strollers, lawn and maintenance equipment, and the like, for longer than four (4) days unless parked or stored in a garage or other approved structure, or placed and suitably screened, so that the view has minimal impact upon any home in the Subdivision or from Blandings Way.
11. All rubbish, waste, and compost containers must be enclosed and screened from public view. Any storage tanks or other containers for the storage of fuel or flammable materials shall be screened from public view.
12. Owners of lots may remove trees and other vegetation for purposes of construction of buildings, septic systems, driveways, and such in keeping with their approved energy smart home design. All buffers and natural wetlands will remain undisturbed as is practically possible or restored to their natural state once construction is complete. Every effort will be made to maintain the natural landscape to the fullest extent possible. Nothing herein shall prevent the removal of dead, diseased or dying trees or trees which represent a safety hazard.
13. Until such time as Blandings Way is accepted as a public street by the City of Biddeford, owners of lots in the Subdivision shall be members of the Terrapin Green Homeowners Association, a Maine not-for-profit corporation upon its formation. Lot owners shall have one vote in the Association for each lot owned. The Association shall be charged with the costs of the maintenance, repair, replacement and snow plowing of Blandings Way, as well as the cost of handling and removal of household trash and wastes in the event the road is not accepted by the City of Biddeford, or in the event municipal trash pick-up is no longer offered as a municipal service, and shall also be responsible for the maintenance and landscaping of all entrance areas, any appurtenances thereto and the maintenance, reports and replacement of all surface and subsurface drainage systems. Such drainage systems include storm water drainage and the Association shall prepare and

implement a maintenance plan which shall be reviewed by the Director of Public Works of the City of Biddeford and logs of work performed shall be sent to such Director.

14. SCDI, until such time as all lots are sold and conveyed by it, has the right to interpret these restrictions, and to permit minor variations and modifications, and decide any action which shall be conclusive and binding upon all lot owners, provided, however, that all decisions must be reasonable in nature and notice must be provided to all other lot owners. After all lots are individually owned, any owner of any lot may seek to enforce any and all of these conditions, restrictions, and covenants by proceeding at law or in equity against any person violating, or attempting to violate same. Any party successfully enforcing any of these covenants shall be entitled to recover against the party violating, as a monetary award, for the reasonable attorney's fees and costs incurred in such proceedings.

15. After all lots are sold and conveyed, these restrictions may from time to time be revised and amended upon written consent of the owners of record of not less than 12 lots, except for conditions of the Terrapin Green Final Subdivision approval or any part pertaining to Blandings Park Wildlife Sanctuary.

16. Each item listed in these restrictions shall be considered to be independent and separate, and in the event that anyone or more shall for any reason be held to be invalid and unenforceable, all of the remainder shall remain in full force and effort.

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