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DECLARATION OF RESTRICTIONS

We, John E. Aaskov and Arnold L. Jensen, both of Falmouth, in the County of Cumberland and State of Maine, owners of certain real estate situated on the north bank of Cousins River, and southerly of the Old County Road, in the Town of Freeport, County of Cumberland and State of Maine, as described in a deed from Gordon M. Arnott and Joan A. E. Arnott, dated May 1, 1969, and recorded in Cumberland County Registry of Deeds, in Book 3083, Page 883, and shown on Plan of Sun East Point, scale 1 inch equals 60 feet, prepared by C. R. Storer, Inc., of Yarmouth, Maine, dated May 22, 1972, and recorded in said Registry on August 11, 1972, in Plan Book 91, Page 30, hereby declare that all conveyances made from the above described premises by me, my heirs and/or assigns, affecting lots numbered A-1, A-2, A-3, A-4, A-5, B-1, B-2, B-3, B-4, B-5, C-1, C-2, C-3, C-4, C-5, C-6, C-7, and C-8, shall be subject to the following express restrictions and conditions which will remain effective until January 1, 2010.

1. None of said lots shall be further subdivided in any manner.

2. Said lots shall be used for residential purposes only, and not more than one single family unit shall be constructed or placed on any of said lots.

3. No house trailers, mobile homes, or tents, other than children's play tents in connection with the use of a dwelling house, shall be erected or placed upon any of said lots.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. No exhibits of any kind shall be held or conducted upon any of said lots, and no sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

6. Owners of occupied or unoccupied lots shall at all times keep and maintain their property in this subdivision in an orderly manner and prevent accumulation of rubbish and debris on their property. No dumping of trash, garbage, brush debris, or refuse shall be permitted or conducted upon any of said lots, nor shall any of such substances or materials be placed upon the shore or into the water in front of said lots, nor upon any of the common ways, accesses, or corridors shown upon said plan.

7. Grantors, their heirs, successors and/or assigns, shall have the rights to enter any lot when it deems necessary, for the purpose of maintaining the landscaping of the subdivision and to prevent soil erosion by pruning cleaning, or cutting undergrowth, foliage, and deadfalls.

8. Any dwelling, garage, or other structure on any lot in this subdivision which may be destroyed or damaged in whole or in part by fire, windstorm, or for any other reason, must be rebuilt, or all debris removed and the lot restored to a sightly condition with reasonable promptness.

9. No animals, birds or poultry, other than common household pets shall be kept within this subdivision.

10. Easements for the installation and maintenance of utilities and drainage facilities are reserved by grantors, their heirs, successors, and/or assigns, in, under and over all the ways in the subdivision. Such other easements are also reserved to permit entry upon any lot to construct and maintain public utilities or improvements, pipes, poles, wires, etc., whether under or above the ground so long as such installation and maintenance does not hinder or prevent construction of allowed buildings on such lots. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities.

11. Any buildings or structures now or hereafter erected or placed upon said lots must be approved by the Grantors herein.

12. All fences, trees, and shrubs shall be maintained in such a manner as not to obstruct the view of other lot owners. Grantees reserve the right to remedy any such obstruction.

In witness whereof, we, the said John E. Aaskov and Arnold L. Jensen, have hereunto set their hands and seals this 15th day of September , 1972.

Witness:

Mary Eunice Kimball — John E. Aaskov
John E. Aaskov

Mary Eunice Kimball — Arnold L. Jensen
Arnold L. Jensen

STATE OF MAINE
CUMBERLAND COUNTY, ss. September 15 , 1972

Personally appeared before me the said Arnold L. Jensen and John E. Aaskov and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Mary Eunice Kimball
~~Justice of the Peace~~
Notary Public

My commission expires May 17 1979

SEP 15 1972
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 3 H 56 M P M, and recorded in
BOOK 3298 PAGE 80 [signature] Register