



AMENDMENT TO DUNSTAN CROSSING CONDOMINIUM DECLARATION

Addition of "Lot H" in Project Phase II, Waldron Drive, Scarborough, Maine

Section 1. Submission of Lot H in Project Phase II to the Condominium

CHAMBERLAIN CONSTRUCTION, INC., a Maine corporation doing business as Chamberlain Homes, Inc. (the "Declarant"), as Declarant of the Dunstan Crossing Condominium located in the Town of Scarborough, County of Cumberland and State of Maine established under the Dunstan Crossing Condominium Declaration dated December 22, 2008 and recorded in the Cumberland County Registry of Deeds at Book 26535, Page 216 as amended of record (the "Declaration") which the Declarant hereby ratifies and confirms as fully as set forth herein, acting pursuant to the Declaration and the Maine Condominium Act 33 M.R.S.A. §1601-101 et seq.,

HEREBY Submits to the Declaration the land and associated rights and easements located in Project Phase II known as "Lot H" and being more particularly described in Exhibit A-1 attached hereto, which is a portion of Project Phase II described in Exhibit F to the original Declaration.

Lot H is located westerly of Waldon Drive in the Town of Scarborough, County of Cumberland and State of Maine and is depicted on the Second Amended Subdivision Plan of Dunstan Crossing dated April 12, 2010 as revised through May 28, 2010 prepared by Sebago Technics, approved by the Town of Scarborough Planning Board on June 28, 2010 and recorded in said Registry of Deeds in Plan Book 210, Page 211 and on the "Dunstan Crossing Condominium Lot H 6 Unit Site Plan" signed and sealed by Stanley Gawron, Architect, and recorded in said Registry of Deeds in Plan Book 210, Page 348 (the "Lot H Plat"), a reduced copy of which is attached hereto as **Exhibit B-1**.

Subject to the terms added by this Amendment, said Lot H land and associated rights and easements described or referenced in Exhibit A-1 shall be fully incorporated into the Condominium as if the Condominium had been originally established and the Declaration executed and recorded containing Lot H. Capitalized terms used without definition in this Amendment shall have the meaning set forth in the Declaration.

Section 2. Reserved Development and Special Declarant Rights.

No additional Units are created on Lot H pursuant to this Amendment, but the Declarant hereby reserves all of the Development and Special Declarant Rights set forth in the Maine Condominium Act and Article 5 of the Declaration with respect to Lot J, including without limitation the following rights:

- A. To construct and create up to six (6) Units and Common Elements appurtenant to such Units on the land constituting Lot H as described in the attached Exhibit A-1 pursuant to Section 1602-110 of the Condominium Act, which additional Units and Common Elements may be composed of up to one (1) additional row house style building. The projected location and approximate dimensions of the Units and Limited

Common Elements for said buildings are shown on the Lot H Plat. However said buildings, Units and Limited Common Elements may not be built with the configurations or in the locations as shown on the Condominium Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO ADD AND VARY SUCH BUILDING, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion. Upon the addition of a Unit in a building, which may occur in such stages and in such order as the Declarant determines, it shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Unit(s) and building and the Allocated Interests of all Units shall be reallocated in accordance with the formulas set forth in the Declaration and as more particularly set forth in the amendment adding said Units. All such future Units and Limited Common Elements in said Condominium Land Phase *need not be* consistent with the Units located on other Lots in terms of the quality of construction, specific architectural style and principal materials, but Units located in the Lot H *shall be* consistent with other Lot H Units in terms of the quality of construction, general architectural style and principal materials provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium, the Unit(s) must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units *shall apply* to said Lot H Units including, without limitation, the restriction to residential use.

Declarant need not add said Units or and said Limited Common Elements to the Condominium and hence said Units and Limited Common Elements NEED NOT BE BUILT. All improvements within a future Unit and associated Common Elements must be substantially completed upon the addition to the Condominium. The Declarant must exercise its rights hereunder by January 6, 2029, which date is twenty (20) years from the recording of the original Declaration.

B. The Declarant continues to reserve all other rights to add additional land, easements and rights to the Condominium as set forth in the original Declaration. Any improvements to future parcels of land and the Units, Limited Common Elements and Common Elements located on such land including the buildings, appurtenances, improvements, roads and drives *need not be* consistent with Lot I and the proposed Duplex Units for quality of construction, the initial architectural style, layout and principal materials; the Declarant may substitute construction materials and techniques of equal or better quality and may change the architectural style. The Declarant must exercise its rights hereunder by January 6, 2029, which date is twenty (20) years from the original date of recording of the Declaration.

C. Upon the addition of such Lot H Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with Section 3.4 of the Declaration and Exhibit D shall be amended accordingly. Following the addition of a Unit, the Declarant may subsequently create and assign additional Limited Common Elements appurtenant to a Unit.

D. The Declarant continues to reserve all Development and other rights under Section 5.1 of the Declaration with respect to Lot H as fully as set forth at length in this Amendment.

The exercise of such Development Rights is subject to the restrictions set forth herein and in the Declaration.

E. To exercise any rights under this Amendment and the Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a Condominium Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without need for the consent of any other person.

Section 3. General.

Except as specifically amended herein, the Declaration as recorded is hereby ratified and confirmed and shall fully apply to Lot H.

WITNESS its hand and seal as of November 24, 2010.

CHAMBERLAIN CONSTRUCTION, INC.
doing business as Chamberlain Homes, Inc.

J.R. Clark
Witness

By: Elliott Chamberlain
Elliott Chamberlain, its President

State of Maine
Cumberland, ss

November 24, 2010

Personally appeared the above-named Elliott Chamberlain in his said capacity and acknowledged the foregoing Declaration to be his free act and deed, and the free act and deed of said corporation, before me,

J.R. Clark
Name: Lawrence R. Clough
Notary Public/ Maine Attorney at Law

Amend To Dunstan Decl 2010 Land Phase Lot H.Doc
11/23/2010 15:24

EXHIBIT A-1

Lot H

A certain lot or parcel of land known as "Lot H" situated southerly of Broadturn Road in the Town of Scarborough, County of Cumberland and State of Maine as shown on a subdivision plan entitled "Second Amended Subdivision Plan of Dunstan Crossing for Raynan Properties, LLC and Dunstan Properties, LLC dated April 12, 2010 as revised through May 28, 2010 prepared by Sebago Technics, approved by the Town of Scarborough Planning Board on June 28, 2010 and recorded in said Registry of Deeds in Plan Book 210, Page 211 (the "Master Subdivision Plat") and on the "Dunstan Crossing Condominium Lot H 6 Unit Site Plan" signed and sealed by Stanley Gawron, Architect, and recorded in said Registry of Deeds in Plan Book 210, Page 348 (the "Lot H Plat").

Meaning and intending to describe Lot H located in Phase II as shown on the Master Subdivision Plat and the Lot H Plat, SUBJECT TO the matters as shown on said Plats. Bearings are based on Grid North.

Reference is made to the deed from Raynan Properties, LLC to Chamberlain Construction, Inc. dated March 17, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27657, Page 82 and subject to and together with the easements, exceptions and other matters set forth or referred to therein.

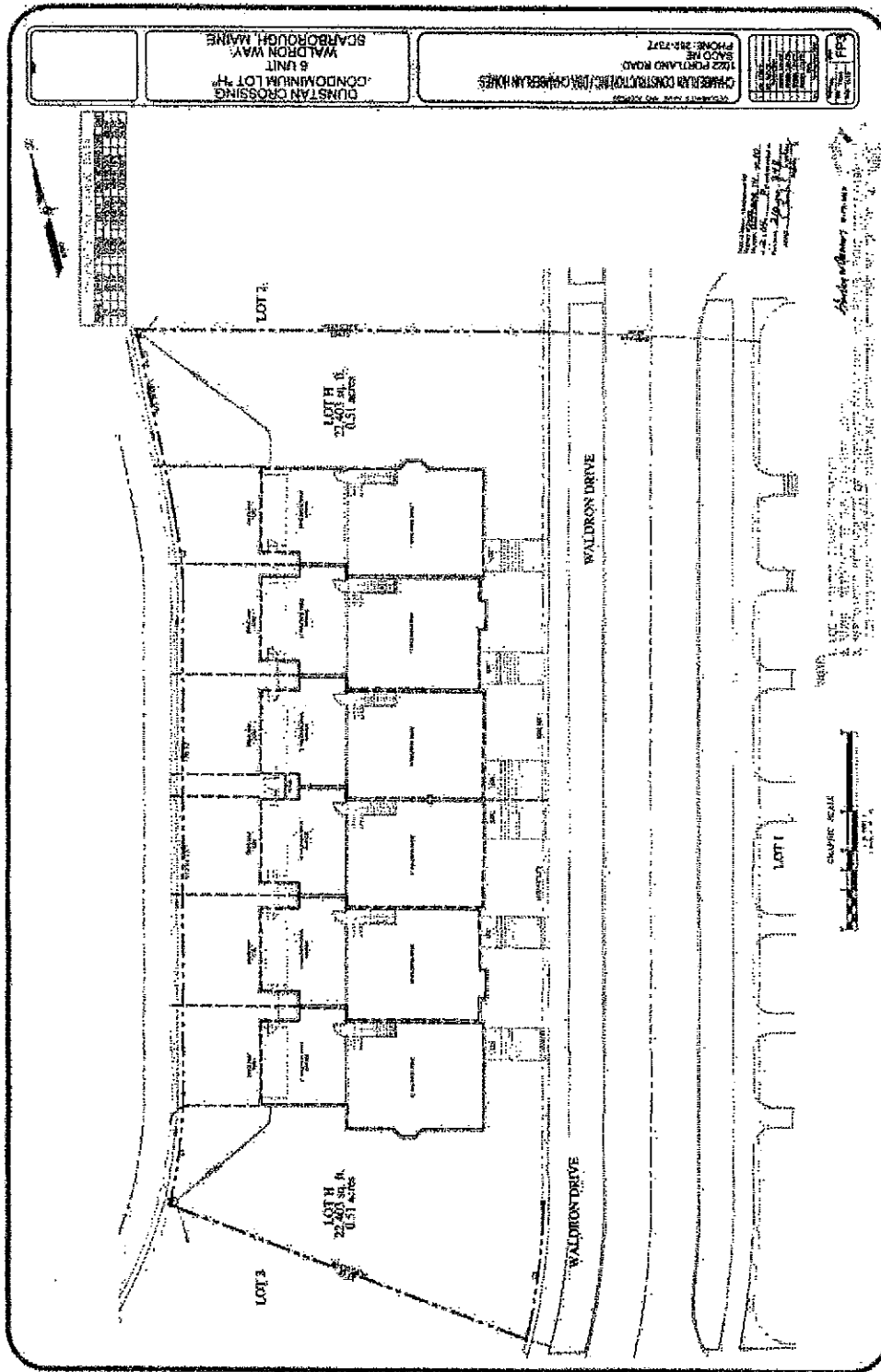
SUBJECT TO the matters and notes set forth on or referred to in the Master Subdivision Plat and the Lot H Plat, including without limitation the requirements of the Town of Scarborough, and subject to the requirements of the Maine Department of Environmental Protection.

Reference is made to the Master Subdivision Plat as it may be amended with the approval of the Town of Scarborough and Raynan Properties, LLC, provided that neither the recording of the Master Subdivision Plat nor the reference to them in this description shall establish any rights in Project Phases III and IV or the streets and ways located therein retained by Raynan Properties LLC, whether by implication or otherwise, and all portions of Project Phases III and IV are hereby reserved.

SUBJECT TO and together with the benefit of the Master Declaration of Covenants, Conditions and Restrictions for Dunstan Crossing dated May 17, 2007 and recorded in said Registry of Deeds in Book 25113, Page 119 as amended of record including without limitation the addition of Land Phase II dated July 28, 2010 and recorded in said Registry of Deeds in Book 27953, Page 96.

Without limiting the foregoing, the Declarant shall have the continuing rights to alter the tentative locations and numbers of the potential duplex sites on Condominium Land Phase II Lot J and to alter the boundaries of Lot 51, and Master Association Land Lots K and M.

EXHIBIT B-1



Received
 Recorded Register of Deeds
 Nov 30:2010 01:33:44P
 Cumberland County
 Pamela E. Lavies

Dunstan Crossing Declaration Amendment - Lot H



AMENDMENT TO DUNSTAN CROSSING CONDOMINIUM DECLARATION

Addition of "Lot J" in Project Phase II, Webster Way, Scarborough, Maine

Section 1. Submission of Lot J in Project Phase II to the Condominium

CHAMBERLAIN CONSTRUCTION, INC., a Maine corporation doing business as Chamberlain Homes (the "Declarant"), being the Declarant of the Dunstan Crossing Condominium located in the Town of Scarborough, County of Cumberland and State of Maine established under the Dunstan Crossing Condominium Declaration dated December 22, 2008 and recorded in the Cumberland County Registry of Deeds at Book 26535, Page 216 as amended of record (the "Declaration") which the Declarant hereby ratifies and confirms as fully as set forth herein, acting pursuant to the Declaration and the Maine Condominium Act 33 M.R.S.A. §1601-101 et seq., HEREBY SUBMITS to the Declaration the land and associated rights and easements located in Project Phase II known as "Lot J" and being more particularly described in **Exhibit A-1** attached hereto, which is a portion of Project Phase II described in Exhibit F to the Declaration.

Lot J is located on Webster Way, southerly of Broadturn Road in the Town of Scarborough, County of Cumberland and State of Maine and is depicted on the Second Amended Subdivision Plan of Dunstan Crossing dated April 12, 2010 as revised through May 28, 2010 prepared by Sebago Technics, approved by the Town of Scarborough Planning Board on June 28, 2010 and recorded in said Registry of Deeds in Plan Book 210, Page 211 and on the "Dunstan Crossing Condominium Phase 2 Duplex Site Plan" signed and sealed by Stanley Gawron, Architect, and recorded in said Registry of Deeds in Plan Book 210, Page 350 (the "Lot J Plat"), a reduced copy of which is attached hereto as **Exhibit B-1**.

Subject to the terms added by this Amendment, said Lot J land and associated rights and easements described or referenced in Exhibit A-1 shall be fully incorporated into the Condominium as if the Condominium had been originally established and the Declaration executed and recorded containing Lot J. Capitalized terms used without definition in this Amendment shall have the meaning set forth in the Declaration.

Section 2. Reserved Development and Special Declarant Rights.

No additional Units are created on Lot J pursuant to this Amendment, but the Declarant hereby reserves all of the Development and Special Declarant Rights set forth in the Maine Condominium Act and Article 5 of the Declaration with respect to Lot J, including without limitation the following rights:

- A. To construct and create up to ten (10) Units and Common Elements appurtenant to such Units on the land constituting Lot J as described in the attached Exhibit A-1 pursuant to Section 1602-110 of the Condominium Act, which additional Units and Common Elements may be composed of up to five (5) additional duplex style buildings (sometimes referred to as "Duplex Units," as opposed to the Rowhouse style Units

initially created under the Declaration located on Lot I). The projected location and approximate dimensions of the Units and Limited Common Elements for said buildings are shown on the Lot J Plat. However said buildings, Units and Limited Common Elements may not be built with the configurations or in the locations as shown on the Condominium Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO ADD AND VARY SUCH BUILDING, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion. Upon the addition of a Unit in a building, which may occur in such stages and in such order as the Declarant determines, it shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Unit(s) and building and the Allocated Interests of all Units shall be reallocated in accordance with the formulas set forth in the Declaration and as more particularly set forth in the amendment adding said Units. All such future Units and Limited Common Elements in said Condominium Land Phase *need not be* consistent with the Units located on other Lots in terms of the quality of construction, specific architectural style and principal materials, but Units located in the Lot J *shall be* consistent with other Lot J Units in terms of the quality of construction, general architectural style and principal materials provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium, the Unit(s) must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units *shall apply* to said Lot J Units including, without limitation, the restriction to residential use.

Declarant need not add said Units or and said Limited Common Elements to the Condominium and hence said Units and Limited Common Elements NEED NOT BE BUILT. All improvements within a future Unit and associated Common Elements must be substantially completed upon the addition to the Condominium. The Declarant must exercise its rights hereunder by January 6, 2029, which date is twenty (20) years from the recording of the original Declaration.

- B. The Declarant continues to reserve all other rights to add additional land, easements and rights to the Condominium as set forth in the original Declaration. Any improvements to future parcels of land and the Units, Limited Common Elements and Common Elements located on such land including the buildings, appurtenances, improvements, roads and drives *need not be* consistent with Lot J and the proposed Duplex Units for quality of construction, the initial architectural style, layout and principal materials; the Declarant may substitute construction materials and techniques of equal or better quality and may change the architectural style. The Declarant must exercise its rights hereunder by January 6, 2029, which date is twenty (20) years from the original date of recording of the Declaration.
- C. Upon the addition of future Lot J Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with Section 3.4 of the Declaration and Exhibit D shall be amended accordingly. Following the addition of a Unit, the Declarant may subsequently create and assign additional Limited Common Elements appurtenant to a Unit.

- D. The Declarant continues to reserve all Development and other rights under Section 5.1 of the Declaration with respect to Lot J as fully as set forth at length in this Amendment. The exercise of such Development Rights is subject to the restrictions set forth herein and in the Declaration.
- E. To exercise any rights under this Amendment and the Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a Condominium Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without need for the consent of any other person.

Section 3. General – Improvements to and Plantings in Yard Limited Common Elements.

The Declaration as recorded shall fully apply to Lot J, but with respect to future Lot J “Duplex Units,” Section 3.6 of the original Declaration setting forth the Development Right to Install Optional Sunspace/Screened Improvements and Section 4.6 of the original Declaration regarding the Easement for Sunspace/Screened Area Improvements shall apply to the Yard Limited Common Element areas only.

Owners of “Duplex Units” in Lot J may plant flowers and annuals in the Yard Limited Common Element garden areas appurtenant to their Unit, subject to such Rules and Regulations as may be established by the Board of Directors and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense.

Section 4. General – Duplex Units Limited Common Elements.

Amendment to §4.2 Limited Common Elements. Limited Common Elements appurtenant to Units located in Lot J designated as “Duplex Units” in future Amendments to the Declaration shall also include the following:

- vi. For each Duplex Unit, the exterior rear lawn area as shown and assigned as Yard Limited Common Elements on the Condominium Plat and/or Plans and (note: the exterior doors forming a part of the basement bulkhead located within the Yard Limited Common Elements are a part of the Unit);

Section 5. General.

Except as specifically amended herein, the Declaration as recorded is hereby ratified and confirmed and shall fully apply to Lot J.

WITNESS its hand and seal as of November 24, 2010.

CHAMBERLAIN CONSTRUCTION, INC.
doing business as Chamberlain Homes, Inc.

J.R. Clough
Witness

By: Elliott Chamberlain
Elliott Chamberlain, its President

State of Maine
Cumberland, ss

November 24, 2010

Personally appeared the above-named Elliott Chamberlain in his said capacity and acknowledged the foregoing Declaration to be his free act and deed, and the free act and deed of said corporation, before me,

J.R. Clough
Name: Lawrence R. Clough
Notary Public/ Maine Attorney at Law

EXHIBIT A-1

Lot J

A certain lot or parcel of land known being "Lot J" situated on the southerly sideline of Webster Way and on the southerly sideline of Colonel Dow Drive, generally located southerly of Broadturn Road in the Town of Scarborough, County of Cumberland and State of Maine as shown on a subdivision plan entitled "Second Amended Subdivision Plan of Dunstan Crossing for Raynan Properties, LLC and Dunstan Properties, LLC dated April 12, 2010 as revised through May 28, 2010 prepared by Sebago Technics, approved by the Town of Scarborough Planning Board on June 28, 2010 and recorded in said Registry of Deeds in Plan Book 210, Page 211 (the "Master Subdivision Plat") and on the "Dunstan Crossing Condominium Phase 2 Duplex Site Plan" signed and sealed by Stanley Gawron, Architect, and recorded in said Registry of Deeds in Plan Book 210, Page 350 (the "Lot J Plat"), being more particularly bounded and described as follows:

Beginning at a point to be marked by a 5/8-inch rebar at the southeasterly sideline of Webster Way and the northwesterly corner of Lot M;

Thence running N 56°- 02'- 53" E, by and along Webster Way, a distance of 122.67 feet to the southerly sideline of Webster Way and a point of curvature to be marked by a 4" x 4" granite monument;

Thence running southeasterly along a curve to the right, an arc length of 15.15 feet, said curve having a radius of 10.00 feet and a chord bearing and distance of S 80°-32'-26" E, 13.74 feet by and along Webster Way, to a point of reverse curvature to be marked by a 4" x 4" granite monument;

Thence running southeasterly along a curve to the left, an arc length of 450.76 feet, said curve having a radius of 300.00 feet and a chord bearing and distance of S 80°-10'-25" E, 409.54 feet by and along Webster Way, to a point of compound curvature to be marked by a 4" x 4" granite monument;

Thence running northeasterly along a curve to the left, an arc length of 129.78 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of N 35°-32'-11" E, 126.83 feet by and along Webster Way, to a point of tangency to be marked by a 4" x 4" granite monument;

Thence running N 14°- 17'- 28" E, by and along Webster Way, a distance of 81.62 feet to a point of curvature to be marked by a 4" x 4" granite monument;

Thence running northeasterly along a curve to the right, an arc length of 15.71 feet, said curve having a radius of 10.00 feet and a chord bearing and distance of N 59°-17'-28" E, 14.14 feet by and along Webster Way, to the southerly sideline of Colonel Dow Drive at a point of tangency to be marked by a 4" x 4" granite monument;

Thence running S 75°- 42'- 32" E, by and along Colonel Dow Drive, a distance of 70.92 feet to a point of curvature to be marked by a 4" x 4" granite monument;

Thence running southeasterly along a curve to the left, an arc length of 20.23 feet, said curve having a radius of 175.00 feet and a chord bearing and distance of S 79°-01'-13" E, 20.22 feet by and along Colonel Dow Drive, to the northwesterly corner of Lot 51 at a point of tangency to be marked by a 4" x 4" granite monument;

Thence running S 05°- 15'- 14" E, by and along Lot 51, a distance of 179.48 feet to the northwesterly corner of Lot L at a point to be marked by a 5/8-inch rebar;

Thence running S 09°- 42'- 18" E, by and along Lot L, a distance of 167.86 feet to the northerly sideline of Lot M at a point to be marked by a 5/8-inch rebar;

Thence running S 22°- 40'- 04" W, by and along Lot M, a distance of 159.01 feet to a point to be marked by a 5/8-inch rebar;

Thence running S 57°- 42'- 52" W, by and along Lot M, a distance of 121.82 feet to a point to be marked by a 5/8-inch rebar;

Thence running S 84°- 13'- 00" W, by and along Lot M, a distance of 47.82 feet to a point to be marked by a 5/8-inch rebar;

Thence running N 46°- 52'- 41" W, by and along Lot M, a distance of 101.64 feet to a point to be marked by a 5/8-inch rebar;

Thence running N 60°- 04'- 29" W, by and along Lot M, a distance of 83.72 feet to a point to be marked by a 5/8-inch rebar;

Thence running N 73°- 39'- 41" W, by and along Lot M, a distance of 146.92 feet to a point to be marked by a 5/8-inch rebar;

Thence running N 56°- 05'- 29" W, by and along Lot M, a distance of 183.38 feet to a point to be marked by a 5/8-inch rebar;

Thence running N 36°- 57'- 31" W, by and along Lot M, a distance of 176.97 feet to the southeasterly sideline of Waldron Drive and the Point of Beginning.

Meaning and intending to describe Lot J located in Phase II as shown on the Master Subdivision Plat and the Lot J Plat, SUBJECT TO the easements and buffers as shown on said Plats. Bearings are based on Grid North.

SUBJECT TO the reserved rights of the Declarant to convey to the Town of Scarborough and/or to the Dunstan Crossing Master Association a perpetual 30 foot wide easement for the installation, maintenance, repair, and replacement underground utilities and the excavation and alteration of the surface of the earth running southerly direction from Webster Way all as depicted on the Master Subdivision Plat and the Lot J Plat, provided that following the exercise of such easement rights the surface of the earth shall be reasonably restored.

SUBJECT TO the reserved rights of the Declarant to convey to the Town of Scarborough and/or to the Dunstan Crossing Master Association a perpetual easement for ingress and egress, the alteration and improvement of the surface of the in common with the Condominium Association and others running located on Lot J as shown on the Master Subdivision Plat and the Lot J Plat running along the easterly boundary of Lot J and the abutting Lot 51 and Lot L, running southerly from Colonel Dow Drive to the foregoing 30 foot wide easement.

Reference is made to the deed from Raynan Properties, LLC to Chamberlain Construction, Inc. dated March 17, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27657, Page 82 and subject to and together with the easements, exceptions and other matters set forth or referred to therein.

SUBJECT TO the matters and notes set forth on or referred to in the Master Subdivision Plat and the Lot J Plat, including without limitation the requirements of the Town of Scarborough, and subject to the requirements of the Maine Department of Environmental Protection.

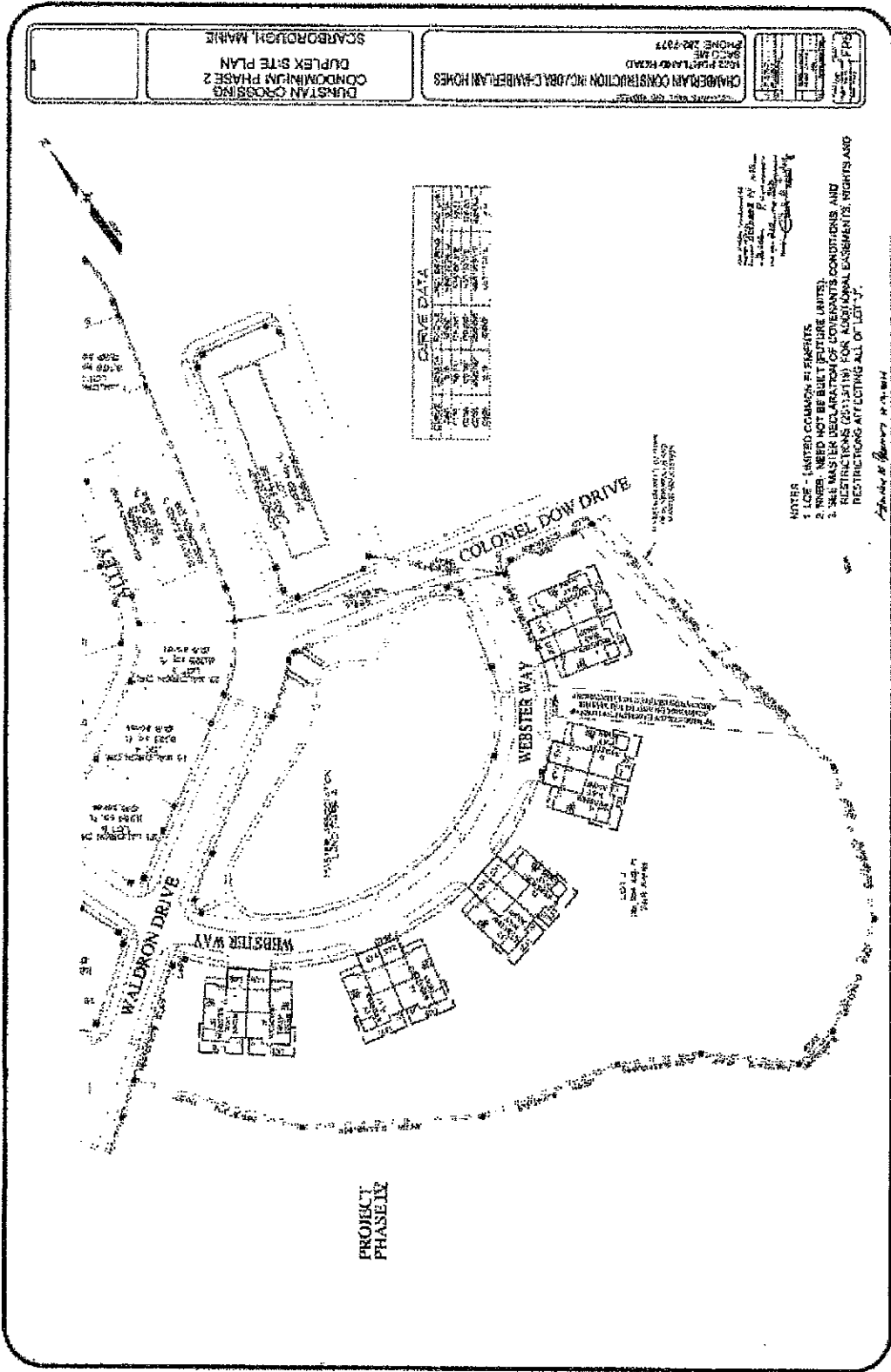
Reference is made to the Master Subdivision Plat as it may be amended with the approval of the Town of Scarborough and Raynan Properties, LLC, provided that neither the recording of the Master Subdivision Plat nor the reference to them in this description shall establish any rights in Project Phases III and IV or the streets and ways located therein retained by Raynan Properties LLC, whether by implication or otherwise, and all portions of Project Phases III and IV are hereby reserved.

SUBJECT TO and together with the benefit of the Master Declaration of Covenants, Conditions and Restrictions for Dunstan Crossing dated May 17, 2007 and recorded in said Registry of Deeds in Book 25113, Page 119 as amended of record including without limitation the addition of Land Phase II dated July 28, 2010 and recorded in said Registry of Deeds in Book 27953, Page 96.

Without limiting the foregoing, the Declarant shall have the continuing rights to alter the tentative locations and numbers of the potential duplex sites on Condominium Land Phase II Lot J and to alter the boundaries of Lot 51, and Master Association Land Lots K and M.

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EXHIBIT B-1



Received
 Recorded Register of Deeds
 Nov 30, 2010 01:35:09P
 Cumberland County
 Pamela E. Lovley

Dunstan Crossing Declaration Amendment - Lot J