



AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR DUNSTAN CROSSING

[Submission of Project Phase II]

CHAMBERLAIN CONSTRUCTION, INC., a Maine corporation ("Developer"), being the Developer which executed and created the Master Declaration of Covenants, Conditions and Restrictions for Dunstan Crossing dated May 17, 2007 and recorded in the Cumberland Registry of Deeds in Book 25113, Page 119 (the "Master Covenants"), acting as the owner of the Dunstan Crossing Project Phase II land and related easements and rights as described in the attached Exhibit A located in the Town of Scarborough, County of Cumberland and State of Maine ("Project Phase II") HEREBY SUBMITS Project Phase II to the Master Covenants. Project Phase II shall be fully incorporated into the Master Covenants as if the Master Covenants had been originally executed and recorded containing both Project Phases I and II. Project Phase II shall be subject to and have the benefit of the Master Covenants, the terms of which are fully incorporated herein by reference.

Said Project Phase II land is a portion of the land originally described in Exhibit E to the Master Covenants as land that could be subjected to the Master Covenants by the Developer.

The Developer further amends and restates the following definitions set forth in Article I of the Master Covenants:

"Master Subdivision Plat" shall now mean the Second Amended Subdivision Plans for the proposed development of the Property as approved by the Town's Planning Board and recorded in said Registry of Deeds in Plan Book 210, Pages 211-215, reduced copies of which are attached hereto as **Amended Exhibit B-1**, as the plans may be subsequently amended from time to time with the approval of the Town, subject to the Developer's continuing right to add other real property described in Exhibit E in the original Master Covenants to the Property pursuant to a supplement or amendment to the Master Covenants. The depiction on the Master Subdivision Plat of other property not heretofore subjected to the Master Covenants shall not be deemed to subject such property to the Master Covenants.

"Master Schematic Plans" shall now mean the detailed construction plans showing the roads, Alleys, sidewalks, utility and drainage plans for the Property prepared by Sebago Technics, Inc. referenced in **Revised Exhibit B-2**, as they may be amended, supplemented and revised by Developer with the approval of the Town if required and in accordance with Governmental Requirements.

WITNESS its hand and seal as of July 28, 2010.

CHAMBERLAIN CONSTRUCTION, INC.

Sally A. Rose
Witness

By: Elliott Chamberlain
Elliott Chamberlain, its President

STATE OF MAINE
Cumberland, ss

July 28, 2010

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

Felicia E. Gavett
Name: _____
Notary Public/ ~~Maine~~ Attorney at Law

Amend to Dunstan Master Cov re Phase II 6-23-2010.doc
7/27/2010 3:47:00 PM

FELICIA E. GAVETT
Notary Public, Maine
My Commission Expires May 12, 2012

SEAL

LIMITED JOINDER AND AGREEMENT OF MORTGAGEE
In the Master Declaration of Covenants, Conditions and Restrictions for Dunstan Crossing
Submission of Project Phase II

BIDDEFORD SAVINGS BANK, a Maine bank ("Lender"), as holder of and mortgagee under a certain Mortgage, Security Agreement, Lease Assignment and Financing Statement and a Collateral Assignment of Developer's Rights from **CHAMBERLAIN CONSTRUCTION, INC.**, a Maine corporation ("Developer") both dated March 17, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27657 Page 125, and in Book 27657, Page 156 respectively or otherwise of record (collectively the "Mortgage") covering the Dunstan Crossing Project Phase II land and related easements and rights as described in the attached Exhibit A located in the Town of Scarborough, County of Cumberland and State of Maine ("Project Phase II"), hereby confirms its consent to and joins with Developer in subjecting Project Phase II to 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 (the "Master Covenants"), and all being subject to the Mortgage for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such submission; PROVIDED, that such joinder and consent shall not be construed to make Lender, its successors and assigns, as mortgagee and secured party, the Developer or to impose on it any of the obligations or liabilities of the Developer under said Master Covenants as amended, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any units, and said makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

Lender hereby agrees that it will recognize the Master Covenants as applying to and governing Project Phase II in any exercise of its rights under the Mortgage.

WITNESS its hand and seal as of March 17, 2010.

BIDDEFORD SAVINGS BANK

AZ Campbell
Witness

by: Cynthia E Convery
CYNTHIA E CONVERY its Vice President

State of Maine
County of Cumberland, ss

March 17, 2010

Then personally appeared before me the above named Cynthia Convery in ~~his/her~~ capacity and acknowledged the foregoing to be ~~his/hers~~ act and deed and the free act and deed of said bank

AZ Campbell
Notary Public/Maine attorney at law
Name: Alexandra E Campbell

LIMITED JOINDER AND AGREEMENT OF MORTGAGEE
In the Master Declaration of Covenants, Conditions and Restrictions for Dunstan Crossing
Submission of Project Phase II

Savings Bank of Maine, a Maine bank formerly being **Rivergreen Bank** ("Lender"), as holder of and mortgagee under a certain Mortgage, Security Agreement, and Financing Statement from **CHAMBERLAIN CONSTRUCTION, INC.**, a Maine corporation ("Developer") dated January 26, 2007 and recorded in the Cumberland County Registry of Deeds in Book 24792, Page 185 or otherwise of record (collectively the "Mortgage") covering the Dunstan Crossing Project Phase II land and related easements and rights as described in the attached Exhibit A located in the Town of Scarborough, County of Cumberland and State of Maine ("Project Phase II"), hereby confirms its consent to and joins with Developer in subjecting Project Phase II to 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 (the "Master Covenants"), and all being subject to the Mortgage for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such submission; PROVIDED, that such joinder and consent shall not be construed to make Lender, its successors and assigns, as mortgagee and secured party, the Developer or to impose on it any of the obligations or liabilities of the Developer under said Master Covenants as amended, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any units, and said makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

Lender hereby agrees that it will recognize the Master Covenants as applying to and governing Project Phase II in any exercise of its rights under the Mortgage.

WITNESS its hand and seal as of March 19, 2010.

Savings Bank of Maine


Witness

by: Betty J Olson
Betty J OLSON, its SVP

State of Maine

County of York, ss

March 19, 2010

Then personally appeared before me the above named Betty J. Ober in his/her capacity and acknowledged the foregoing to be his/her act and deed and the free act and deed of said bank

Wendy L. Cotsis

Notary Public/Maine attorney at law

Name: _____

Amend To Dunstan Master Cov Re Phase II.Doc
03/11/2010 10:49

WENDY L COTSIS
Notary Public, Maine
My Commission Expires February 23, 2016

SEAL

LIMITED JOINDER AND AGREEMENT OF MORTGAGEE
In the Master Declaration of Covenants, Conditions and Restrictions for Dunstan Crossing
Submission of Project Phase II

RAYNAN PROPERTIES, LLC, a Maine limited liability company ("Lender"), as holder of and mortgagee under a certain Mortgage, Security Agreement, and Financing Statement and a Collateral Assignment of Developer's Rights from CHAMBERLAIN CONSTRUCTION, INC., a Maine corporation ("Developer") dated March 17, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27657 Page 160, and in Book 27657, Page 181 respectively or otherwise of record (collectively the "Mortgage") covering the Dunstan Crossing Project Phase II land and related easements and rights as described in the attached Exhibit A located in the Town of Scarborough, County of Cumberland and State of Maine ("Project Phase II"), hereby confirms its consent to and joins with Developer in subjecting Project Phase II to 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 (the "Master Covenants"), and all being subject to the Mortgage for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such submission; PROVIDED, that such joinder and consent shall not be construed to make Lender, its successors and assigns, as mortgagee and secured party, the Developer or to impose on it any of the obligations or liabilities of the Developer under said Master Covenants as amended, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any units, and said makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied.

Lender hereby agrees that it will recognize the Master Covenants as applying to and governing Project Phase II in any exercise of its rights under the Mortgage.

WITNESS its hand and seal as of MARCH 17, 2010.

Raynan Properties, LLC

by: R. Elliot Chamberlain
its Manager

A.E. Gaurfield
Witness

State of Maine
County of Cumberland, ss March 17, 2010

Then personally appeared before me the above named R. Elliot Chamberlain in his capacity and acknowledged the foregoing to be his act and deed and the free act and deed of said bank

A.E. Gaurfield
Notary Public/Maine attorney at law
Name: Alexandra E Gaurfield

EXHIBIT A

Project Phase II, Dunstan Crossing Subdivision
Broadturn Road, Scarborough, Maine

A certain lot or parcel of land known as "Project Phase II" situated southerly of Broadturn Road in the Town of Scarborough, County of Cumberland and State of Maine as now shown on a subdivision plan entitled "Second Amended Subdivision Plan" as approved by the Town's Planning Board and recorded in said Registry of Deeds in Plan Book 210, Pages 211, reduced copies of which are attached hereto as Amended Exhibit B-1, being bounded and described as follows:

Beginning at a point marked by a capped iron pin on the southerly sideline of Broadturn Road located South $66^{\circ}-05'-25''$ East a distance of 123.34 feet from the northeasterly corner of land now or formerly of Gerald P. Potvin and Winona L. Potvin as described in a deed recorded in said Registry of Deeds in Book 2961, Page 10, said pint of beginning also marking the corner between Project Phases II and III as shown on the Master Subdivision Plat;

Thence continuing along the southerly sideline of said Broadturn Road South $66^{\circ}-05'-25''$ East a distance of 162.27 feet to the northwesterly corner of the lot labeled "Master Association Land Lot C" as shown on the Master Subdivision Plat marked by a capped iron pin, being Project Phase I as shown on the Master Subdivision Plat, being the same land conveyed by Raynan Properties, LLC to Chamberlain Construction, Inc. by deed dated January 24, 2007 and recorded in the Cumberland County Registry of Deeds in Book 24792, Page 155;

Thence running South $24^{\circ}-31'-52''$ W, a distance of 107.57 feet by and along the westerly sideline of said Master Association Lot C and Project Phase I to a capped iron pin at the southwesterly corner of said lot;

Thence running South $67^{\circ}-26'-56''$ East a distance of 115.24 feet by and along the southerly sideline of said Master Association Lot C and Project Phase I to a point on a curve at the southeasterly corner of said lot marked by a capped iron pin on the westerly sideline of Waldron Drive, also being the sideline of Project Phase I;

Thence running generally in a southerly direction by and along the westerly sideline of said Waldron Drive and Project Phase I by a curve to the left having a radius of 277.5 feet, an arc length of 88.11 feet and a chord of South $3^{\circ}-46'-34''$ East a distance of 87.74 feet to a point of reverse curvature at the intersection with the sideline of Colby Drive, also being the sideline of Project Phase I;

Thence running generally in a southwesterly direction by and along the northerly sideline of said Colby Drive by a curve to the right having a radius of 10.0 feet, an arc length of 17.66 feet and a chord of South $45^{\circ}-16'-52''$ W, a distance of 15.45 feet to a point of tangency;

Thence running North $84^{\circ}-07'-04''$ W, a distance of 25.00 feet by and along the northerly sideline of said Colby Drive to an angle point;

Thence running South $5^{\circ}-52'-56''$ W, a distance of 50.0 feet crossing said Colby Drive to an angle point on the southerly sideline thereof;

Thence running South $84^{\circ}-07'-04''$ East a distance of 42.53 feet by and along the southerly sideline of said Colby Drive to a point of curvature;

Thence running generally in a southeasterly direction by and along the southerly sideline of said Colby Drive by a curve to the right having a radius of 10.0 feet, an arc length of 13.19 feet and a chord of South 46°-19'-30" East a distance of 12.26 feet to a point of compound curvature with the westerly sideline of said Waldron Drive, also being the sideline of Project Phase I;

Thence running South 8°-31'-56" East a distance of 21.78 feet by and along the southerly sideline of said Waldron Drive to a point of curvature;

Thence running generally in a southerly direction by and along the westerly sideline of said Waldron Drive by a curve to the right having a radius of 122.5 feet, an arc length of 51.89 feet and a chord of South 3°-36'-14" W, a distance of 51.51 feet to a point of tangency;

Thence running South 15°-44'-23" W, a distance of 310.5 feet by and along the westerly sideline of said Waldron Drive to a point of curvature;

Thence running generally in a southerly direction by and along the westerly sideline of said Waldron Drive by a curve to the right having a radius of 138.5 feet, an arc length of 111.35 feet and a chord of South 38°-46'-18" W, a distance of 108.37 feet to a point of tangency marked by a granite monument;

Thence running South 28°-11'-48" East a distance of 55.0 feet crossing said Waldron Drive to a point of curvature marked by a granite monument on the easterly sideline thereof;

Thence running generally in a northerly direction by and along the easterly sideline of said Waldron Drive by a curve to the left having a radius of 193.5 feet, an arc length of 60.34 feet and a chord of North 52°-52'-12" East a distance of 60.10 feet to a point of reverse curvature with the southerly sideline of Colonel Dow Drive marked by a granite monument also being located on the northwesterly boulder of the lot in Project Phase II shown on the Master Subdivision Plan as "Park A;"

Thence running generally in a northeasterly direction by and along the southerly sideline of said Colonel Dow Drive by a curve to the right having a radius of 10.0 feet, an arc length of 10.53 feet and a chord of South 74°-06'-50" East a distance of 10.05 feet to a point of tangency on the southerly sideline of said Colonel Dow Drive marked by a granite monument, also being the sideline of Project Phase I;

Thence running South 75°-42'-32" East a distance of 167.88 feet by and along the southerly sideline of said Colonel Dow Drive to a point of curvature with Webster Way marked by a granite monument, also being the sideline of Project Phase I;

Thence running generally in a southeasterly direction by and along the westerly sideline of said Webster Way by a curve to the right having a radius of 10.0 feet, an arc length of 15.71 feet and a chord of South 30°-42'-32" East a distance of 14.14 feet to a point of tangency on the westerly sideline of said Webster Way marked by a granite monument;

Thence running South 14°-17'-28" W, 25.0 feet by and along the westerly sideline of said Webster Way to an angle point;

Thence running South 75°-42'-32" East a distance of 50.0 feet crossing said Webster Way to an angle point on the easterly sideline thereof;

Thence running North $14^{\circ}-17'-28''$ East a distance of 25.0 feet by and along the easterly sideline of said Webster Way to a point of curvature marked by a granite monument;

Thence running generally in a northeasterly direction by and along the westerly sideline of said Webster Way by a curve to the right having a radius of 10.0 feet, an arc length of 15.71 feet and a chord of North $59^{\circ}-17'-28''$ East a distance of 14.14 feet to a point of tangency on the southerly sideline of said Colonel Dow Drive marked by a granite monument;

Thence running South $75^{\circ}-42'-32''$ East a distance of 70.92 feet by and along the southerly sideline of said Colonel Dow Drive to a point of curvature marked by a granite monument;

Thence running generally in an easterly direction by and along the southerly sideline of said Colonel Dow Drive by a curve to the left having a radius of 175.0 feet, an arc length of 45.25 feet and a chord of South $83^{\circ}-06'-59''$ East a distance of 45.12 feet to a point on the westerly sideline of Lot 51 marked by a capped iron pin;

Thence running South $2^{\circ}-45'-07''$ W, a distance of 177.37 feet by and along the westerly sideline of said Lot 51 to an angle point marked by a capped iron rod at the northwesterly corner of land labeled "Master Association Lot L" as shown on the Master Subdivision Plat marked by a capped iron pin, being located in Project Phase I as shown on the Master Subdivision Plat;

Thence running South $9^{\circ}-42'-18''$ East a distance of 167.86 feet by and along the westerly sideline of said Master Association Lot L to an angle point and land labeled "Open Space Land Lot M" located in Project Phase IV as shown on the Master Subdivision Plat, being a portion of the remaining land of Raynian Properties, LLC;

Thence running South $22^{\circ}-40'-04''$ W, a distance of 159.01 feet by and along the westerly sideline of said Open Space Lot M to an angle point;

Thence running South $57^{\circ}-42'-52''$ W, a distance of 121.82 feet by and along the northwesterly sideline of said Open Space Lot M to an angle point;

Thence running South $84^{\circ}-13'-00''$ East a distance of 47.82 feet by and along the northerly sideline of said Open Space Lot M to an angle point;

Thence running North $46^{\circ}-52'-41''$ W, a distance of 101.64 feet by and along the northeasterly sideline of said Open Space Lot M to an angle point;

Thence running North $60^{\circ}-04'-29''$ W, a distance of 83.72 feet by and along the northeasterly sideline of said Open Space Lot M to an angle point;

Thence running North $73^{\circ}-39'-41''$ W, a distance of 146.92 feet by and along the northerly sideline of said Open Space Lot M to an angle point;

Thence running North $56^{\circ}-05'-29''$ W, 183.38 feet by and along the northeasterly sideline of said Open Space Lot M to an angle point;

Thence running North $36^{\circ}-57'-31''$ W, a distance of 176.97 feet by and along the northeasterly sideline of said Open Space Lot M to an angle point to be marked by a granite monument on the easterly sideline of said Waldron Drive, also marking the sideline of Project Phase IV;

Thence running South $56^{\circ}-02'-53''$ W, a distance of 39.59 feet by and along the southeasterly sideline of said Waldron Drive to a point of curvature marked by a granite monument;

Thence running generally in a southwesterly direction by and along the southeasterly sideline of said Waldron Drive by a curve to the left having a radius of 872.5 feet, an arc length of 37.24 feet and a chord of South $54^{\circ}-49'-30''$ W, a distance of 37.24 feet to an angle point on the southeasterly sideline of said Waldron Drive;

Thence running North $36^{\circ}-23'-52''$ W, a distance of 55.0 feet crossing said Waldron Drive to a point on a curve at an angle point on the westerly sideline thereof also being the sideline of Project Phase III as shown on the Master Subdivision Plat;

Thence running generally in an northeasterly direction by and along the northwesterly sideline of said Waldron Drive also marking the sideline of Project Phase III by a curve to the right having a radius of 927.5 feet, an arc length of 50.01 feet and a chord of North $55^{\circ}-08'-49''$ East a distance of 50.01 feet to a point of reverse curvature marked by a granite monument on the northwesterly sideline of said Waldron Drive;

Thence running generally in an northerly direction by and along the westerly sideline of said Waldron Drive by a curve to the left having a radius of 10.0 feet, an arc length of 17.44 feet and a chord of North $6^{\circ}-43'-37''$ East 15.31 feet to a point of tangency marked by a granite monument on the southwesterly sideline of McCann Way also being the sideline of Project Phase III;

Thence running North $43^{\circ}-14'-16''$ W, 67.83 feet by and along the southwesterly sideline of said McCann Way to a point of curvature marked by a granite monument;

Thence running generally in an northwesterly direction by and along the southwesterly sideline of said McCann Way by a curve to the left having a radius of 175.0 feet, an arc length of 64.12 feet and a chord of North $53^{\circ}-44'-01''$ W, a distance of 63.76 feet to an angle point on the southwesterly sideline of said McCann Way;

Thence running North $25^{\circ}-46'-14''$ East 50.0 feet crossing said McCann Way to a point on a curve at an angle point marked by a capped iron pin on the northerly sideline thereof;

Thence running generally in an easterly direction by and along the northerly sideline of said McCann Way by a curve to the right having a radius of 225.0 feet, an arc length of 44.62 feet and a chord of South $58^{\circ}-32'-51''$ East a distance of 44.55 feet to a point of reverse curvature with the westerly sideline of Alley 2 also being the sideline of Project Phase III;

Thence running generally in a northeasterly direction by and along the northwesterly sideline of said Alley 2 by a curve to the left having a radius of 10.0 feet, an arc length of 15.36 feet and a chord of North $83^{\circ}-07'-27''$ East a distance of 13.90 feet to a point of tangency on the northwesterly sideline of said Alley 2;

Thence running North $39^{\circ}-06'-51''$ East 32.80 feet by and along the northwesterly sideline of said Alley 2 to a point of curvature marked by a capped iron pin;

Thence running generally in a northerly direction by and along the westerly sideline of said Alley 2 by a curve to the left having a radius of 40.0 feet, an arc length of 28.56 feet and a chord of North

18°-39'-41" East a distance of 27.95 feet to a point of tangency marked by a capped iron pin on the westerly sideline thereof;

Thence running North 1°-47'-29" West a distance of 161.07 feet by and along the westerly sideline of said Alley 2 to a point of curvature marked by a capped iron pin;

Thence running generally in a northerly direction by and along the westerly sideline of said Alley 2 by a curve to the right having a radius of 60.0 feet, an arc length of 22.71 feet and a chord of North 9°-03'-06" East a distance of 22.57 feet to a point of tangency marked by a capped iron pin on the westerly sideline thereof;

Thence running North 19°-53'-41" East a distance of 212.97 feet by and along the westerly sideline of said Alley 2 to a point of curvature marked by a capped iron pin;

Thence running generally in a northerly direction by and along the westerly sideline of said Alley 2 by a curve to the right having a radius of 60.0 feet, an arc length of 5.22 feet and a chord of North 22°-23'-14" East a distance of 5.22 feet to a point of tangency marked by a capped iron pin on the westerly sideline thereof;

Thence running North 24°-52'-46" East a distance of 98.72 feet by and along the westerly sideline of said Alley 2 to a point of curvature marked by a capped iron pin;

Thence running generally in a northwesterly direction by and along the southwesterly sideline of said Alley 2 by a curve to the left having a radius of 10.0 feet, an arc length of 15.07 feet and a chord of North 18°-18'-01" West a distance of 13.69 feet to a point of tangency with the southwesterly sideline of said McCann Way marked by a capped iron pin;

Thence running North 61°-28'-47" West a distance of 43.9 feet by and along the southwesterly sideline of said McCann Way to an angle point;

Thence running North 28°-31'-13" East a distance of 50.0 feet crossing said McCann Way to an angle point on the northeasterly sideline thereof;

Thence running South 61°-28'-47" East 50.1 feet by and along the northeasterly sideline of said McCann Way to an angle point marked by a capped iron pin;

Thence running North 24°-52'-46" East a distance of 372.24 feet by and along said Project Phase III to the Point of Beginning.

Meaning and intending to describe a parcel of land containing 15.16 acres, more or less and being shown as Project Phase II on Master Subdivision Plat. Bearings herein are referenced to Grid North, Maine West Zone 1802.

Meaning and intending to convey and hereby conveying all of the land known as Project Phase II as shown on the Master Subdivision Plat, also known as and consisting of Lots #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, Condominium Land Phase - Lot #D, Condominium Land Phase - Lot #H, Condominium Land Phase - Lot #J, Master Association Land - Lot #K, Webster Way, Colby Drive, Alley #1, Alley #2, and those portions of Waldron Drive and McCann Way located in Project Land Phase II and shown on the Master Subdivision Plat.

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 the reserved easements, rights 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, including without limitation the requirements of and terms of the approvals received from the Town of Scarborough, and subject to the requirements of and approvals from the Maine Department of Environmental Protection, including without limitation the following Department of Environmental Protection Findings of Fact and Orders as amended recorded in said Registry of Deeds: DEP Order dated October 10, 2006 and recorded in Book 24521, Page 144; a transfer approval dated February 16, 2007 and recorded in Book 24850, Page 10; a Condition Compliance dated January 31, 2007 and recorded in Book 24850, Page 26; a Minor Revision dated February 12, 2007 and recorded in Book 24897, Page 65; a Condition Compliance dated May 10, 2007 and recorded in Book 25177, Page 116; a Minor Revision dated July 23, 2007 and recorded in Book 25386, Page 131; a transfer approval dated August 24, 2007 and received in Book 25461, Page 17; and a Minor Revision dated October 24, 2007 and recorded in Book 25621, Page 173.

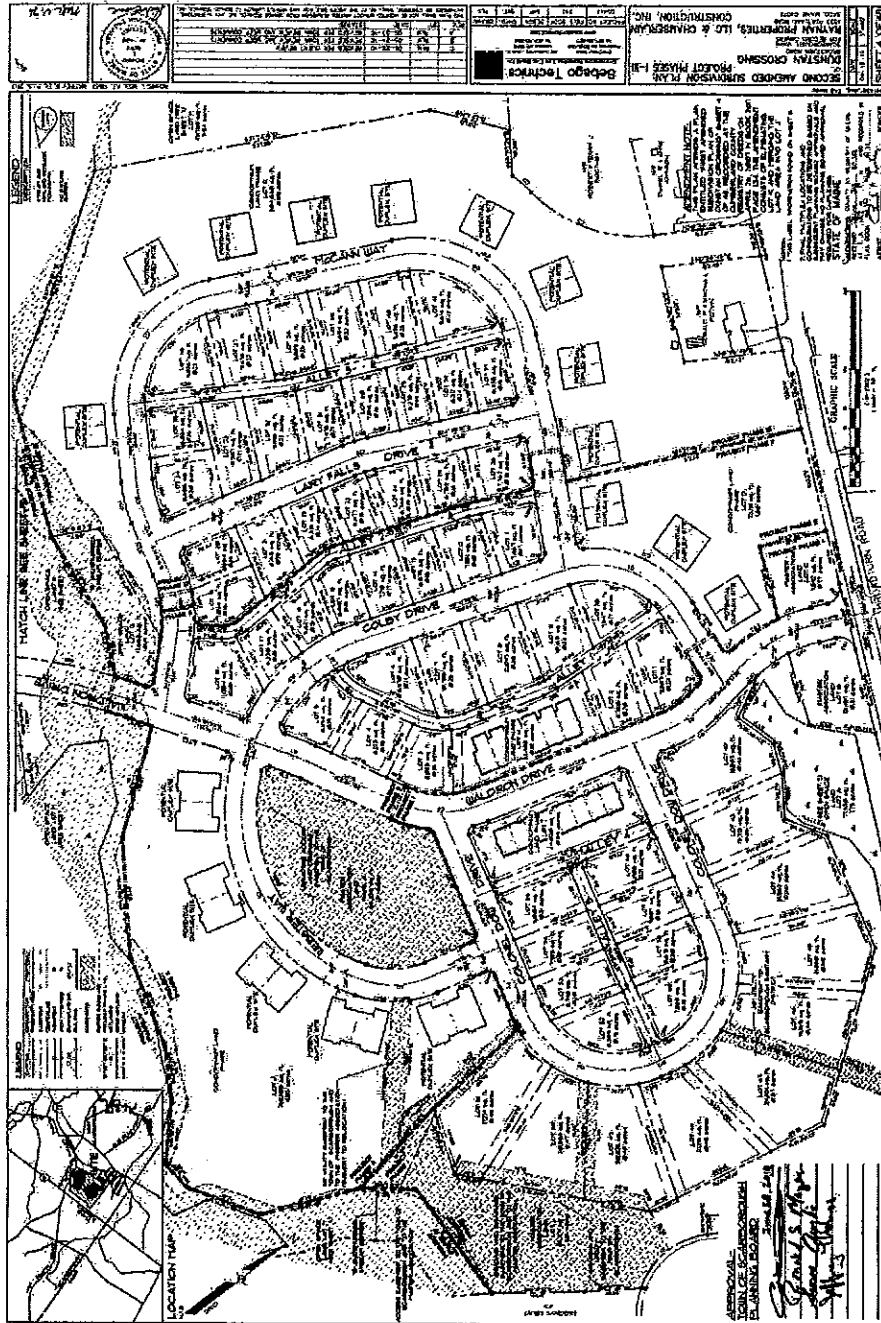
Reference is made to the Master Subdivision Plat as it may be amended with the approval of the Town of Scarborough and Raynan Properties, LLC, provided that neither the recording of the Master Subdivision Plat nor the reference to them in this description shall establish any rights in Project Phases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

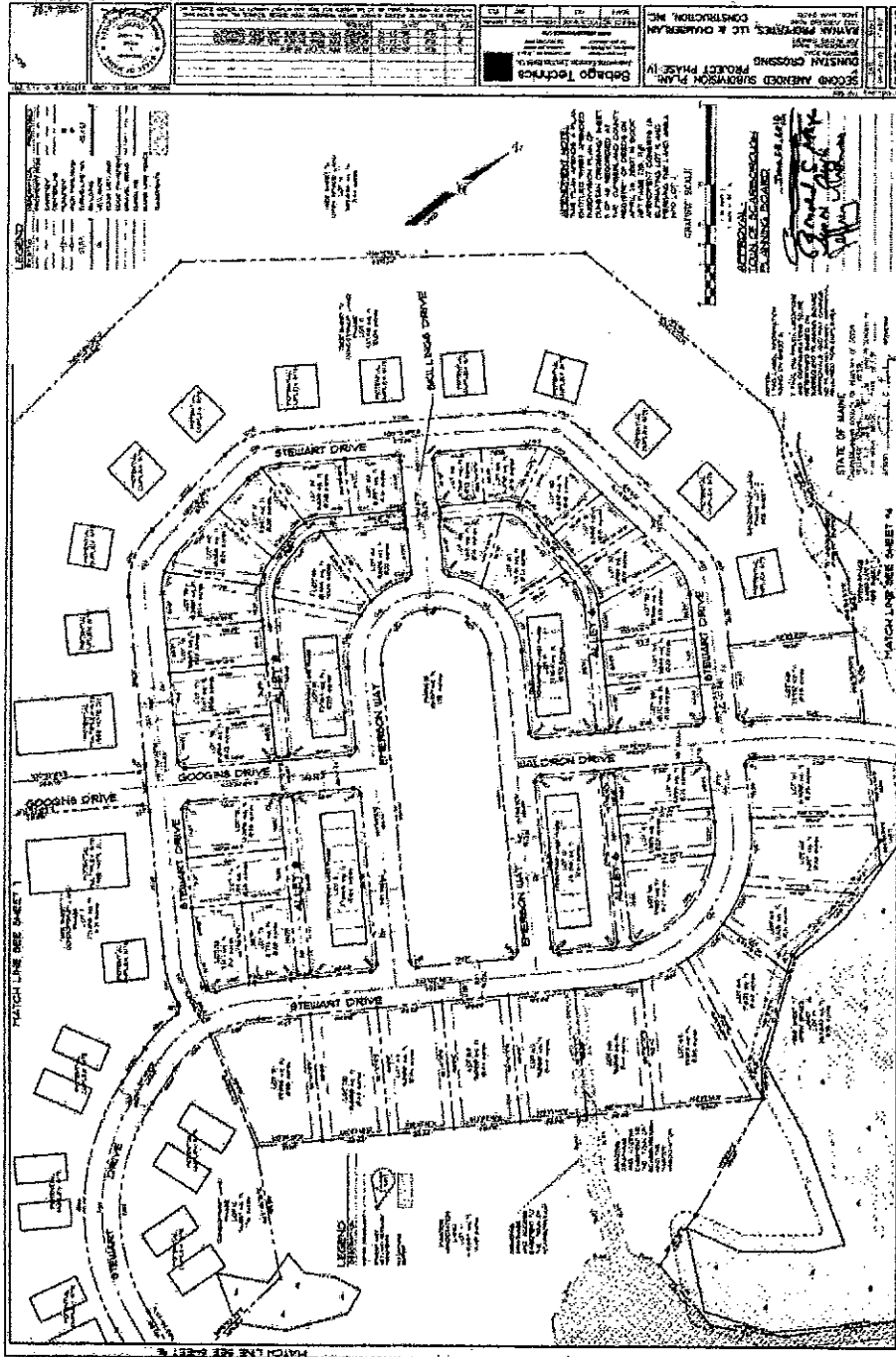
Excepting and Reserving to Chamberlain Construction, Inc., its successors and assigns all of the Developer's rights and easements set forth or referred to in the Master Covenants.

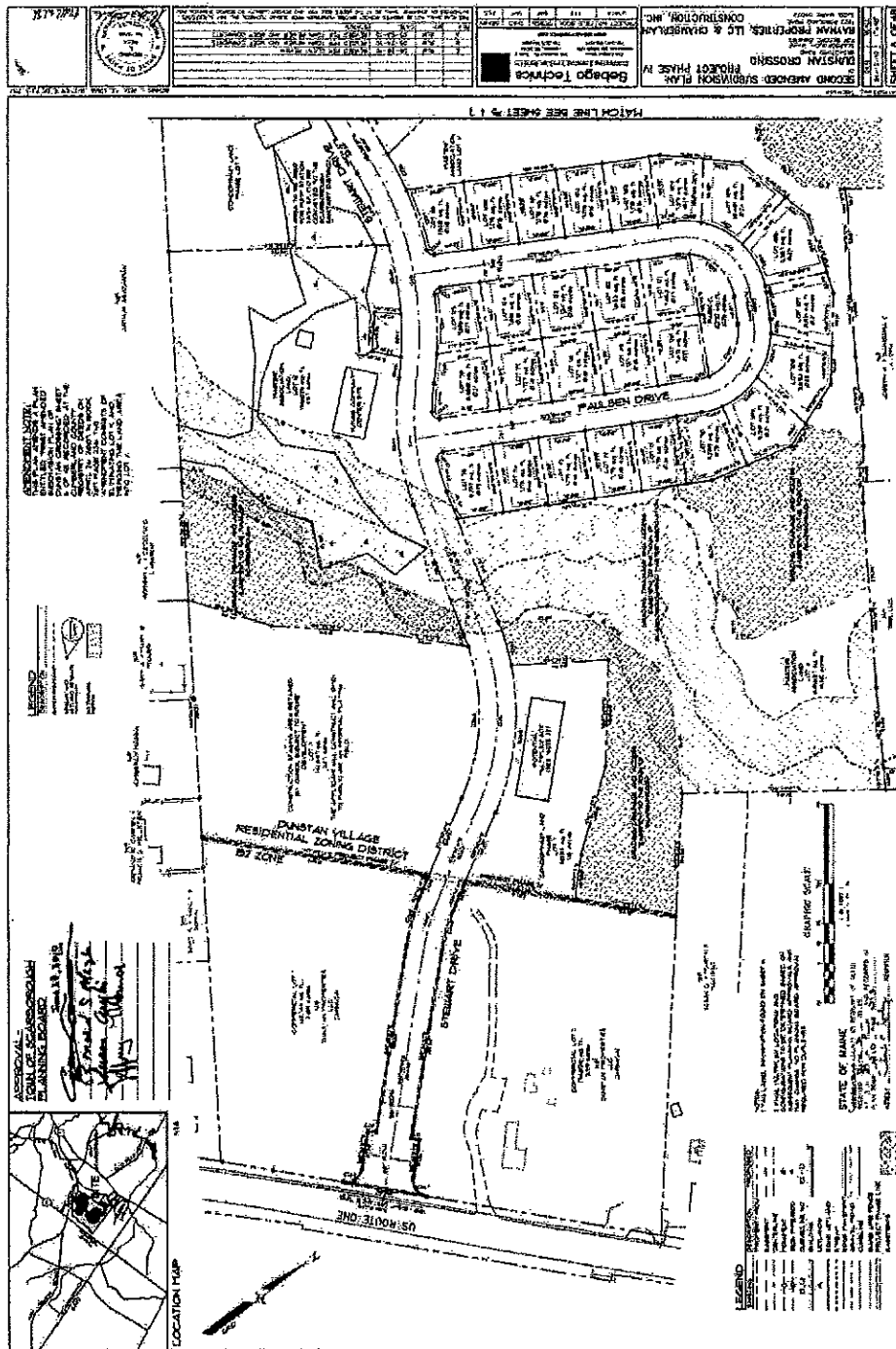
Excepting and Reserving to the Master Association all of the rights and easements set forth or referred to in the Master Covenants.

Amend To Dunstan Master Cov Re Phase II 6-23-2010.Doc
07/29/2010 16:45

Amended Exhibit B-1 Master Subdivision Plat







GENERAL NOTES

- 1. THE RECORD OWNER OF THE PROPERTY ARE SAUNDERS PROPERTIES, LLC AND CHRYSLER BANK CORPORATION, INC. BOTH HAVING A PUBLIC ADDRESS OF 1000 NORTH 10TH STREET, SUITE 1000, DENVER, COLORADO 80202. ANY CHANGES TO RECORD SHOULD BE MADE WITHIN 30 DAYS OF THE DATE OF RECORDING. SAUNDERS PROPERTIES, LLC AND CHRYSLER BANK CORPORATION, INC. SHALL BE RESPONSIBLE FOR THE RECORDING OF THIS INSTRUMENT.
- 2. **PLANNING APPROVED:**
 - A. PLANNING APPROVED UNDER THE CITY OF DENVER PLANNING CODE AND ZONING ORDINANCES IS THE CITY OF DENVER PLANNING DEPARTMENT, 1500 MARKET STREET, DENVER, COLORADO 80202.
 - B. PLANNING APPROVED UNDER THE COLORADO PLANNING CODE AND ZONING ORDINANCES IS THE COLORADO PLANNING DEPARTMENT, 1700 WEST 14TH AVENUE, DENVER, COLORADO 80202.
 - C. PLANNING APPROVED UNDER THE CITY OF DENVER PLANNING CODE AND ZONING ORDINANCES IS THE CITY OF DENVER PLANNING DEPARTMENT, 1500 MARKET STREET, DENVER, COLORADO 80202.
 - D. PLANNING APPROVED UNDER THE COLORADO PLANNING CODE AND ZONING ORDINANCES IS THE COLORADO PLANNING DEPARTMENT, 1700 WEST 14TH AVENUE, DENVER, COLORADO 80202.
 - E. PLANNING APPROVED UNDER THE CITY OF DENVER PLANNING CODE AND ZONING ORDINANCES IS THE CITY OF DENVER PLANNING DEPARTMENT, 1500 MARKET STREET, DENVER, COLORADO 80202.
 - F. PLANNING APPROVED UNDER THE COLORADO PLANNING CODE AND ZONING ORDINANCES IS THE COLORADO PLANNING DEPARTMENT, 1700 WEST 14TH AVENUE, DENVER, COLORADO 80202.
 - G. PLANNING APPROVED UNDER THE CITY OF DENVER PLANNING CODE AND ZONING ORDINANCES IS THE CITY OF DENVER PLANNING DEPARTMENT, 1500 MARKET STREET, DENVER, COLORADO 80202.
 - H. PLANNING APPROVED UNDER THE COLORADO PLANNING CODE AND ZONING ORDINANCES IS THE COLORADO PLANNING DEPARTMENT, 1700 WEST 14TH AVENUE, DENVER, COLORADO 80202.
 - I. PLANNING APPROVED UNDER THE CITY OF DENVER PLANNING CODE AND ZONING ORDINANCES IS THE CITY OF DENVER PLANNING DEPARTMENT, 1500 MARKET STREET, DENVER, COLORADO 80202.
 - J. PLANNING APPROVED UNDER THE COLORADO PLANNING CODE AND ZONING ORDINANCES IS THE COLORADO PLANNING DEPARTMENT, 1700 WEST 14TH AVENUE, DENVER, COLORADO 80202.
- 3. THE TOTAL AREA OF THE DEVELOPMENTS IS APPROXIMATELY 100 ACRES.
- 4. **SPACE AND BULK CONTROL:**
 - A. **MAXIMUM PERMITTED HEIGHT:** 100 FEET.
 - B. **MAXIMUM PERMITTED AREA:** 100,000 SQ. FT.
 - C. **MAXIMUM PERMITTED FLOOR AREA:** 100,000 SQ. FT.
 - D. **MAXIMUM PERMITTED NUMBER OF UNITS:** 100.
 - E. **MAXIMUM PERMITTED NUMBER OF STORIES:** 10.
 - F. **MAXIMUM PERMITTED NUMBER OF FLOORS:** 10.
 - G. **MAXIMUM PERMITTED NUMBER OF LEVELS:** 10.
 - H. **MAXIMUM PERMITTED NUMBER OF TOWERS:** 10.
 - I. **MAXIMUM PERMITTED NUMBER OF TOWER TIPS:** 10.
 - J. **MAXIMUM PERMITTED NUMBER OF TOWER TOPS:** 10.
 - K. **MAXIMUM PERMITTED NUMBER OF TOWER BASES:** 10.
 - L. **MAXIMUM PERMITTED NUMBER OF TOWER COLUMNS:** 10.
 - M. **MAXIMUM PERMITTED NUMBER OF TOWER WALLS:** 10.
 - N. **MAXIMUM PERMITTED NUMBER OF TOWER ROOFS:** 10.
 - O. **MAXIMUM PERMITTED NUMBER OF TOWER FLOORS:** 10.
 - P. **MAXIMUM PERMITTED NUMBER OF TOWER STORIES:** 10.
 - Q. **MAXIMUM PERMITTED NUMBER OF TOWER LEVELS:** 10.
 - R. **MAXIMUM PERMITTED NUMBER OF TOWER TOWERS:** 10.
 - S. **MAXIMUM PERMITTED NUMBER OF TOWER TOWER TIPS:** 10.
 - T. **MAXIMUM PERMITTED NUMBER OF TOWER TOWER TOPS:** 10.
 - U. **MAXIMUM PERMITTED NUMBER OF TOWER TOWER BASES:** 10.
 - V. **MAXIMUM PERMITTED NUMBER OF TOWER TOWER COLUMNS:** 10.
 - W. **MAXIMUM PERMITTED NUMBER OF TOWER TOWER WALLS:** 10.
 - X. **MAXIMUM PERMITTED NUMBER OF TOWER TOWER ROOFS:** 10.
 - Y. **MAXIMUM PERMITTED NUMBER OF TOWER TOWER FLOORS:** 10.
 - Z. **MAXIMUM PERMITTED NUMBER OF TOWER TOWER STORIES:** 10.
- 5. **RECORDING AND FILING:**
 - A. THE INSTRUMENT SHALL BE RECORDED WITHIN 30 DAYS OF THE DATE OF EXECUTION.
 - B. THE INSTRUMENT SHALL BE FILED WITHIN 30 DAYS OF THE DATE OF EXECUTION.
 - C. THE INSTRUMENT SHALL BE MAINTAINED IN A PUBLIC PLACE FOR THE CONVENIENCE OF THE PUBLIC.
 - D. THE INSTRUMENT SHALL BE PRESERVED FOR THE CONVENIENCE OF THE PUBLIC.
 - E. THE INSTRUMENT SHALL BE KEPT FOR THE CONVENIENCE OF THE PUBLIC.
 - F. THE INSTRUMENT SHALL BE KEPT FOR THE CONVENIENCE OF THE PUBLIC.
 - G. THE INSTRUMENT SHALL BE KEPT FOR THE CONVENIENCE OF THE PUBLIC.
 - H. THE INSTRUMENT SHALL BE KEPT FOR THE CONVENIENCE OF THE PUBLIC.
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 - X. THE INSTRUMENT SHALL BE KEPT FOR THE CONVENIENCE OF THE PUBLIC.
 - Y. THE INSTRUMENT SHALL BE KEPT FOR THE CONVENIENCE OF THE PUBLIC.
 - Z. THE INSTRUMENT SHALL BE KEPT FOR THE CONVENIENCE OF THE PUBLIC.
- 6. **CONSTRUCTION:**
 - A. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE DEVELOPMENT.
 - B. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DEVELOPMENT.
 - C. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAIR OF THE DEVELOPMENT.
 - D. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE REPLACEMENT OF THE DEVELOPMENT.
 - E. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE DEVELOPMENT.
 - F. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DEMOLITION OF THE DEVELOPMENT.
 - G. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE DISPOSAL OF THE DEVELOPMENT.
 - H. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE DEVELOPMENT.
 - I. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE SAFETY OF THE DEVELOPMENT.
 - J. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE SECURITY OF THE DEVELOPMENT.
 - K. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE HEALTH OF THE DEVELOPMENT.
 - L. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE WELFARE OF THE DEVELOPMENT.
 - M. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INTEREST OF THE DEVELOPMENT.
 - N. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE BENEFIT OF THE DEVELOPMENT.
 - O. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE DEVELOPMENT.
 - P. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE SUCCESS OF THE DEVELOPMENT.
 - Q. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE FUTURE OF THE DEVELOPMENT.
 - R. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PAST OF THE DEVELOPMENT.
 - S. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PRESENT OF THE DEVELOPMENT.
 - T. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE FUTURE OF THE DEVELOPMENT.
 - U. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PAST OF THE DEVELOPMENT.
 - V. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PRESENT OF THE DEVELOPMENT.
 - W. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE FUTURE OF THE DEVELOPMENT.
 - X. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PAST OF THE DEVELOPMENT.
 - Y. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PRESENT OF THE DEVELOPMENT.
 - Z. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE FUTURE OF THE DEVELOPMENT.
- 7. **ASSOCIATION:**
 - A. THE ASSOCIATION SHALL BE FORMED AT THE TIME OF RECORDING.
 - B. THE ASSOCIATION SHALL BE FORMED AT THE TIME OF RECORDING.
 - C. THE ASSOCIATION SHALL BE FORMED AT THE TIME OF RECORDING.
 - D. THE ASSOCIATION SHALL BE FORMED AT THE TIME OF RECORDING.
 - E. THE ASSOCIATION SHALL BE FORMED AT THE TIME OF RECORDING.
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 - X. THE ASSOCIATION SHALL BE FORMED AT THE TIME OF RECORDING.
 - Y. THE ASSOCIATION SHALL BE FORMED AT THE TIME OF RECORDING.
 - Z. THE ASSOCIATION SHALL BE FORMED AT THE TIME OF RECORDING.

PROPERTY LINE DATA

LINE	ADJACENT PARTY	DISTANCE
1	W. 10TH ST.	10.00'
2	W. 10TH ST.	10.00'
3	W. 10TH ST.	10.00'
4	W. 10TH ST.	10.00'
5	W. 10TH ST.	10.00'
6	W. 10TH ST.	10.00'
7	W. 10TH ST.	10.00'
8	W. 10TH ST.	10.00'
9	W. 10TH ST.	10.00'
10	W. 10TH ST.	10.00'

EASEMENT LINE DATA

LINE	ADJACENT PARTY	DISTANCE
1	W. 10TH ST.	10.00'
2	W. 10TH ST.	10.00'
3	W. 10TH ST.	10.00'
4	W. 10TH ST.	10.00'
5	W. 10TH ST.	10.00'
6	W. 10TH ST.	10.00'
7	W. 10TH ST.	10.00'
8	W. 10TH ST.	10.00'
9	W. 10TH ST.	10.00'
10	W. 10TH ST.	10.00'

PROPERTY LINE CURVE DATA

LINE	ADJACENT PARTY	DISTANCE
1	W. 10TH ST.	10.00'
2	W. 10TH ST.	10.00'
3	W. 10TH ST.	10.00'
4	W. 10TH ST.	10.00'
5	W. 10TH ST.	10.00'
6	W. 10TH ST.	10.00'
7	W. 10TH ST.	10.00'
8	W. 10TH ST.	10.00'
9	W. 10TH ST.	10.00'
10	W. 10TH ST.	10.00'

PROPERTY LINE DATA

LINE	ADJACENT PARTY	DISTANCE
1	W. 10TH ST.	10.00'
2	W. 10TH ST.	10.00'
3	W. 10TH ST.	10.00'
4	W. 10TH ST.	10.00'
5	W. 10TH ST.	10.00'
6	W. 10TH ST.	10.00'
7	W. 10TH ST.	10.00'
8	W. 10TH ST.	10.00'
9	W. 10TH ST.	10.00'
10	W. 10TH ST.	10.00'

EASEMENT LINE DATA

LINE	ADJACENT PARTY	DISTANCE
1	W. 10TH ST.	10.00'
2	W. 10TH ST.	10.00'
3	W. 10TH ST.	10.00'
4	W. 10TH ST.	10.00'
5	W. 10TH ST.	10.00'
6	W. 10TH ST.	10.00'
7	W. 10TH ST.	10.00'
8	W. 10TH ST.	10.00'
9	W. 10TH ST.	10.00'
10	W. 10TH ST.	10.00'

CURVE DATA

LINE	ADJACENT PARTY	DISTANCE
1	W. 10TH ST.	10.00'
2	W. 10TH ST.	10.00'
3	W. 10TH ST.	10.00'
4	W. 10TH ST.	10.00'
5	W. 10TH ST.	10.00'
6	W. 10TH ST.	10.00'
7	W. 10TH ST.	10.00'
8	W. 10TH ST.	10.00'
9	W. 10TH ST.	10.00'
10	W. 10TH ST.	10.00'

Amended Exhibit B-2
Master Schematic Plans

Plans and Specifications prepared by Sebago Technics, Inc. entitled "Dunstan Crossing" dated June 13, 2005 as amended to date and submitted to the Town, consisting of the following sheets:

1. Cover Sheet
- 2-3 Existing Conditions Plan
- 4 Subdivision Plan: Project Phases I - III
- 5-6 Subdivision Plan: Project Phase IV
- 7-8 Subdivision Plan
- 9 Grading and Utility Plan
- 10-15 Utility Plan
- 16-21 Grading Plan
- 22-23 Streetscape Plan
- 24 Phase 4 Park Landscape Plan
- 25 Entrance Road Detail Sheet
- 26-41 Road Profiles
- 42 Stormwater Ponds
- 43-47 Details.

Amend To Dunstan Master Cov Re Phase II 6-23-2010.Doc
07/30/2010 07:59

Received
Recorded Register of Deeds
Jul 30, 2010 09:07:27A
Cumberland County
Pamela E. Lovley