

**SECOND AMENDMENT TO  
THE DUNSTAN CROSSING HOMEOWNERS ASSOCIATION  
DECLARATION of COVENANTS, CONDITIONS and RESTRICTIONS**

[Submission of Lots #19-41 in Project Phase III, Dunstan Crossing Subdivision, Scarborough, Maine]

**CHAMBERLAIN CONSTRUCTION, INC.**, a Maine corporation (“Developer”), being the Developer which established the **Dunstan Crossing Homeowners Association Declaration of Covenants, Conditions and Restrictions** dated May 17, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25113, Page 74 as amended on October 14, 2010 by an Amendment recorded in said Registry of Deeds Book 28185, Page 234 to add the Phase II Lots #1 through 19 inclusive (collectively the “Homeowner Declaration”), being the owner of Lots #19 through #41 inclusive located in the Dunstan Crossing Project Phase III 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 III Lots”) now HEREBY SUBMITS the Project Phase III Lots to the Homeowner Declaration.

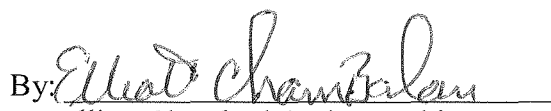
The Project Phase III Lots shall be fully incorporated into the Homeowner Declaration as if the Homeowner Declaration had been originally executed and recorded containing the Project Phase III Lots and the Homeowner Declaration shall fully apply to the foregoing Project Phase III Lots, as well as to Project Phase I Lots #42 through #59 inclusive and to Phase II Lots #1 through 19 inclusive.

All references to the Master Subdivision Plat shall henceforth be deemed to refer to the Third Amended Subdivision Plan of Dunstan Crossing prepared by Sebago Technics, approved by the Town of Scarborough Planning Board on November 19, 2012 and recorded in the Cumberland County Registry of Deeds in Plan Book 212, Pages 383-384, which Third Amended Plan did not change the boundaries of the Project Phase I Lots #42 - #59 inclusive.

WITNESS its hand and seal as of October 10, 2014.

**CHAMBERLAIN CONSTRUCTION, INC.**

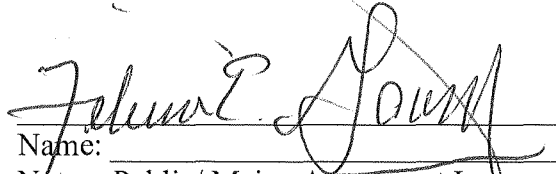
  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Elliott Chamberlain, its President

STATE OF MAINE  
Cumberland County, ss

October 10, 2014

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



Name: \_\_\_\_\_  
Notary Public/ Maine Attorney at Law  
My Commission expires: \_\_\_\_\_

Amend to Dunstan Homeowner Cov re Phase III 2014.doc

FELCIA E. GAVETT  
Notary Public, Maine  
My Commission Expires May 12, 2019

**LIMITED JOINDER AND AGREEMENT OF MORTGAGEE**

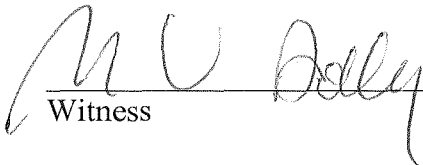
Re Second Amendment to Homeowner Declaration of Covenants, Conditions and Restrictions for Dunstan Crossing

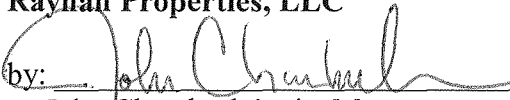
[Submission of Lots #19-41 in Project Phase III, Dunstan Crossing Subdivision, Scarborough, Maine]

**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 July 23, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31661, Page 90 and in Book 31661, Page 111, or otherwise of record (the “Mortgage”) covering the Dunstan Crossing Project Phase III 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 III”), hereby confirms its consent to and joins with Developer in subjecting Project Phase III to **Dunstan Crossing Homeowners Association Declaration of Covenants, Conditions and Restrictions** dated May 17, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25113, Page 74 as amended on October 14, 2010 by an Amendment recorded in said Registry of Deeds Book 28185, Page 234 (the “Homeowner 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 Homeowner 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 Homeowner Covenants as applying to and governing Lots in Project Phase III in any exercise of its rights under the Mortgage.

WITNESS its hand and seal as of October 10 2014.

  
\_\_\_\_\_  
Witness

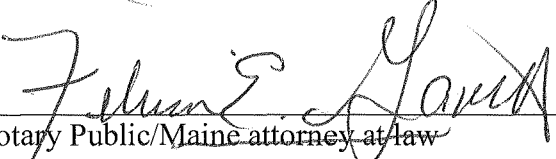
**Raynan Properties, LLC**  
by:   
\_\_\_\_\_  
John Chamberlain, its Manager

State of Maine  
County of Cumberland, ss.

October 10, 2014

Then personally appeared before me the above named John Chamberlain in his capacity and acknowledged the foregoing to be his act and deed and the free act and deed of said limited liability company

**FELCIA E. GAVETT**  
Notary Public, Maine  
My Commission Expires May 12, 2019

  
\_\_\_\_\_  
Notary Public/Maine attorney at law  
Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**LIMITED JOINDER AND AGREEMENT OF MORTGAGEE**

Re Second Amendment to Homeowner Declaration of Covenants, Conditions and Restrictions for Dunstan Crossing

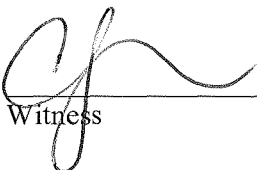
[Submission of Lots #19-41 in Project Phase III, Dunstan Crossing Subdivision, Scarborough, Maine]

**BIDDEFORD SAVINGS BANK**, a Maine bank ("Lender"), as holder of and mortgagee under a certain Mortgages, Security Agreements, Lease Assignments and Financing Statements **CHAMBERLAIN CONSTRUCTION, INC.**, a Maine corporation ("Developer") all dated March 17, 2010 and recorded in the Cumberland County Registry of Deeds in Book 27657, Page 90 and in Book 27657, Page 156 respectively, or otherwise of record and any accompanying financing statements filed with the Maine Secretary of State, (the "Mortgage") now covering the Dunstan Crossing Project Phase III 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 III"), hereby confirms its consent to and joins with Developer in subjecting Project Phase III to the Dunstan Crossing Homeowners Association Declaration of Covenants, Conditions and Restrictions dated May 17, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25113, Page 74 as amended on October 14, 2010 by an Amendment recorded in said Registry of Deeds Book 28185, Page 234 (the "Homeowner 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 Homeowner 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 Homeowner Covenants as applying to and governing Lots in Project Phase III in any exercise of its rights under the Mortgage.

WITNESS its hand and seal as of Sept. 30, 2014.

**BIDDEFORD SAVINGS BANK**

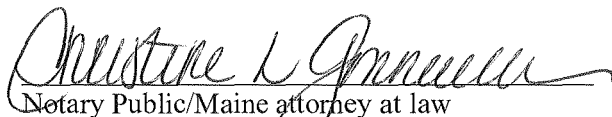
  
\_\_\_\_\_  
Witness

by: Cynthia E Convery  
CYNTHIA E CONVERY VICE PRESIDENT

State of Maine  
County of York, ss.

Sept 30, 2014

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

  
\_\_\_\_\_  
Notary Public/Maine attorney at law

Name: \_\_\_\_\_ **CHRISTINE L. GONNEVILLE**  
My Commission expires: \_\_\_\_\_ **NOTARY PUBLIC, MAINE**  
**MY COMMISSION EXPIRES**  
**JULY 18, 2020**

EXHIBIT A

Project Phase III Lots #19-42, Dunstan Crossing Subdivision  
McCann Way and Lary Falls Drive, Scarborough, Maine

Certain lots or parcels of land known as "Project Phase III Lots" situated on McCann Way, Lary Falls Drive and Colby Drive southerly of Broadturn Road in the Town of Scarborough, County of Cumberland and State of Maine and being **Lots #19 through #42** inclusive (the "Lots") as shown on as shown on the subdivision plans for Dunstan Crossing, Broadturn Road, Scarborough, Maine Project Phases I, II, III and IV prepared by Sebago Technics, Inc. for Raynan Properties, LLC, dated April 10, 2010 as amended through June 28, 2010 and recorded in the Cumberland County Registry of Deeds in Plan Book 210, Pages 211-215, inclusive, as amended by the Third Amended Subdivision Plan prepared by Sebago Technics, Inc. for Raynan Properties, LLC and Chamberlain Construction, Inc., dated April 12, 2010 as amended through October 12, 2012, approved by the Scarborough Planning Board on November 19, 2012 and recorded in the Cumberland County Registry of Deeds in Plan Book 212, Pages 383-384 (collectively the "Master Subdivision Plat").

Subject to and together with the benefit of the Dunstan Crossing Master Declaration of Covenants, Conditions and Restrictions dated May 17, 2007 and recorded in said Registry of Deeds in Book 25113, Page 119 as amended in Book 27953, Page 96 and further amended in Book 30307, Page 266 and most recently in Book 31661, Page 116 to cover the Project Phase III Lots, to the Bylaws, Rules and Regulations and Design Guidelines of the Dunstan Crossing Master Association (the Master Association"), to the Bylaws and to the Rules and Regulations of the Dunstan Crossing Homeowners Association and to the notes, easements and matters set forth or referred to in the Master Subdivision Plat.

Reserving to the Declarant the rights to further amend the Master Subdivision Plat with the approval of the Town of Scarborough and Raynan Properties, LLC, provided that neither the recording of the foregoing Master Subdivision Plat or any prior versions thereof nor the reference to them in this description shall establish any rights in Project Phase IV retained by Raynan Properties LLC, whether by implication or otherwise, and all rights to Project Phase IV are hereby reserved.

Subject to the requirements of the Town of Scarborough, and to the requirements of the Maine Department of Environmental Protection, including without limitation the matters set forth below: Site Location Order dated October 10, 2007 and recorded in Book 24521, Page 144; transfer approval dated February 16, 2007 and recorded in Book 24850, Page 10; Minor Revision dated February 12, 2007 and recorded in Book 24897, Page 65; Condition Compliance dated May 10, 2007 and recorded in Book 25177, Page 116; Minor Revision dated July 23, 2007 and recorded in Book 25386, Page 131; DEP Transfer dated August 24, 2007 and received in Book 25461, Page 17; Minor Revision dated October 24, 2007 and recorded in Book 25621, Page 173; and DEP Condition Compliance dated January 31, 2007 and recorded in Book 24850, Page 26.

Reference is also made to the "Master Schematic Plans" referenced in said Master Declaration of Covenants, Conditions and Restrictions as amended, provided that the reference to them in this description shall not establish any rights in Project Phase IV retained by Raynan Properties LLC, whether by implication or otherwise, and all rights to Project Phase IV are hereby reserved.

Excepting and reserving to Raynan Properties LLC those perpetual easements over, under and across Dunstan Crossing Project Phases I, II and III extending to Broadturn Road set forth in the deeds from Raynan Properties LLC to Chamberlain Construction, Inc recorded in said Registry of Deeds in Book 24792, Page 155, in Book 27657, Page 82, in Book 30307, Page 259, and in Book 31661, Page 63.