

LAKESIDE ASSOCIATION OF ECHO LAKE

RESTATED DECLARATION OF PROTECTIVE COVENANTS

THIS RESTATED DECLARATION OF PROTECTIVE COVENANTS is deemed made as of the first day of January 2019, by and among the owners listed below of certain properties in Mount Desert, Hancock County, Maine.

I. Properties and Owners.

A. Lakeside I Subdivision ("Lakeside I"), as set forth in a "Final Plan of Lakeside Subdivision," recorded in the Hancock County Registry of Deeds in Plan Book 21, Page 184 ("Lakeside I Plan"):

1. **CHARLES G. WRAY** and **RACHEL D. WRAY** of 55 Lakeside Rd. Mount Desert, ME 04660, owners of "Lot 1" pursuant to a deed dated February 20, 2002 and recorded in the Hancock County Registry of Deeds in Book 3267, Page 151;

2. **GREGORY P. BENZ** and **ANN G. BENZ** of 54 Lakeside Rd., Mount Desert, Maine 04660, owner of "Lot 2" pursuant to a deed dated September 13, 2013 and recorded in the Hancock County Registry of Deeds in Book 6110, Page 6;

3. **JOHN L. MERRILL, III** and **ERICA M. MERRILL** of 36 Lakeside Rd., Mount Desert, Maine 04660, owners of "Lot 3" pursuant to a deed dated November 15, 1999 and recorded in the Hancock County Registry of Deeds in Book 2884, Page 92;

4. **SARA W. PIERCE** of 10 Rocky Rd., Mount Desert, Maine 04660, owners of "Lot 4" pursuant to a deed dated December 24, 2012 and recorded in the Hancock County Registry of Deeds in Book 5965, Page 60;

5. **JOHN SARGEANT PEPPER** and **EMILY ANNE PEPPER** with a mailing address of P.O. Box 1121, Northeast Harbor, Maine 04662, owners of "Lot 5" pursuant to a deed dated December 12, 2018 and recorded in the Hancock County Registry of Deeds as Book 6927, Page 104;

6. **CARL VON KIENBUSCH LITTLE** and **MARGARET ANN BEAULAC** of 37 Lakeside Rd., Mount Desert, Maine 04660, owners of Lot 6 pursuant to a deed dated July 10, 1995 and recorded in the Hancock County Registry of Deeds in Book 2410, Page 129.

(collectively, "Lakeside I Lots" and "Lakeside I Owners");

B. Lakeside II Subdivision ("Lakeside II"), as set forth in a "Lakeside II Subdivision Plan," recorded in the Hancock County Registry of Deeds in Plan Book 26, Page 90 ("Lakeside II Plan"):

7. **PETER BAYLOR HARRIS**, with a mailing address of 288 Pacific Avenue, Apt 6B, San Francisco, CA 94111, owner of Lot 7, pursuant to a deed dated April 16, 2004, and recorded in the Hancock County Registry of Deeds in Book 3892, Page 29;

8. **SHEPARD HARRIS**, with a mailing address of 288 Pacific Avenue, Apt 6B, San Francisco, CA 94111, owner of Lot 8, pursuant to a deed dated December 19, 2012, and recorded in the Hancock County Registry of Deeds in Book 5951, Page 275;

9. **JAMES OWEN PARKER HARRIS** with a mailing address, 1264 East Loma Drive, Altadena, CA 91001, owner of Lot 9, pursuant to a deed dated February 12, 2010, and recorded in the Hancock County Registry of Deeds in Book 5389, Page 258.

(collectively, "Lakeside II Lots" and "Lakeside II Owners");

C. Lakeside III ("Lakeside III"), as set forth on a plan titled "Second Division of Land of the John Andrews, IV Trust, dated December 28, 2009 and recorded in the Hancock County Registry of Deeds in Plan Book 39, Page 143 ("Second Division Plan").

10. **JAMES OWEN PARKER HARRIS** with a mailing address 1264 East Loma Drive, Altadena, CA 91001, owner of Lot A, pursuant to a deed dated February 12, 2010, and recorded in the Hancock County Registry of Deeds in Book 5389, Page 258.

11. **BROOKE SMALLIDGE HARRIS** with a mailing address of 173 South Kingsley Drive, Los Angeles, CA 90004, owner of Lot B, pursuant to a deed dated July 15, 2003, and recorded in the Hancock County Registry of Deeds in Book 3676, Page 40.

12. **PETER BAYLOR HARRIS**, with a mailing address of 288 Pacific Avenue, Apt 6B, San Francisco, CA 94111, owner of Lot C, pursuant to a deed dated April 14, 2004, and recorded in the Hancock County Registry of Deeds in Book 3892, Page 29.

13. **JAMES OWEN PARKER HARRIS** and **BROOKE SMALLIDGE HARRIS**, with mailing addresses of 1264 East Loma Drive, Altadena, CA 91001 and 173 South Kingsley Drive, Los Angeles, CA 90004, respectively, owners of Lot D pursuant to a deed dated March 10, 2010, recorded in the Hancock County Registry of Deeds in Book 5389, Page 268.

(Collectively, "Lakeside III Lots" and "Lakeside III Owners");

D. Other properties, so-called Joinder lots, that were not part of the forgoing subdivisions but which have been treated as part of the Association and membership of which shall be formalized by this Restatement:

14. **SARA W. PIERCE**, owner of a certain property located in Mount Desert, Maine, and described in a deed dated June 30, 1992, recorded in the Hancock County Registry of Deeds in Book 1967, Page 325;

15. **GREGORY W. DALTON** and **ANNE A. DALTON** with a mailing address of 7 Rocky Rd., Mount Desert, Maine 04660, owners of a certain property located in Mount Desert, Maine, and described in a deed dated September 3, 1992, recorded in the Hancock County Registry of Deeds in Book 1995, Page 288.

(each, a "Joinder Lot" and "Joinder Lot Owner").

II. Previous Declarations.

A. Declaration of Covenants, dated May 20, 1988, by Lakeside Association of Echo Lake, a memorandum of which was recorded in Book 1732, Page 326 (the "Lakeside I Declaration"). This Restated Declaration of Protective Covenants restates and supersedes the Lakeside I Declaration in its entirety.

B. Restatement of Key Points of Lakeside Subdivision and Bylaws & New Supplemental Declaration for Lakeside II and Individual Lots North of Lakeside and Lakeside II Subdivisions 40' Right of Way, dated July 15, 2003, and recorded in the Hancock County Registry of Deeds in Book 3676, Page 29 (the "Lakeside II Declaration"). This Restated Declaration of Protective Covenants restates and supersedes the Lakeside II Declaration in its entirety except that the "Restrictions On Property/Protective Covenants" set forth in Article III of the Lakeside II Declaration shall survive and remain in effect as to the Lakeside II Lots and Lakeside III Lots.

III. Definitions.

The following terms, when used in this Restated Declaration, shall have the meanings set forth below. Other terms are defined in the body of this Restated Declaration.

A. "Association" shall mean and refer to "Lakeside Association of Echo Lake," a Maine not-for-profit corporation.

B. "Common Expenses" shall mean and refer to all expenses of the Association, including the cost and expense of maintaining the Common Properties the Forty Foot Right of Way, and any other private roads over which the Owners have a deeded right of access. Common expenses excludes the Lakeside I Dock and the Lakeside II and Lakeside III Boardwalk.

C. "Common Properties" shall mean and refer to any land owned or acquired by the Association for the common and shared use of the Members, including without limitation, the roads.

D. "Forty Foot Right of Way" shall mean and refer to the road labeled as such and depicted on the Lakeside II Plan, over which all Owners have a deeded right of access.

E. "Landing Easement" shall mean and refer to the easement designated as such in a deed to Lakeside Association of Echo Lake and Land Co., dated May 23, 1988, and recorded in the Hancock County Registry of Deeds in Book 1704, Page 422, and also depicted on the Lakeside I Plan.

F. "Boardwalk Easement" shall mean and refer to the easement to the boardwalk constructed off of Echo Lake Road near the intersection with Lakeside Road.

G. "Member" shall mean and refer to an Owner, who is under the terms of this Restated Declaration entitled and required to be a member of the Association.

H. "Owners" shall mean and refer to collectively the Lakeside I Owners, the Lakeside II Owners, the Lakeside III Owners, and the Joinder Lot Owners; and "Owner" shall mean and refer to any one of them.

I. "Properties" shall mean and refer to collectively the Lakeside I Lots, the Lakeside II Lots, the Lakeside III Lots, and the Joinder Lots; and a "Property" shall mean and refer to any one of them.

J. "Restated Declaration" shall mean and refer to this instrument, as may be amended from time to time.

IV. Declaration.

The Owners do hereby agree and declare that the Properties are and shall continue to be owned, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Restated Declaration, and that each Owner is and shall be a Member of the Association.

V. The Association.

A. Organization. The organization is a nonprofit nonstock corporation organized and existing under the laws of the State of Maine and charged with the duties and vested with the powers prescribed by law and set forth in this Restated Declaration, as such may be amended from time to time.

B. Membership.

(1) Definition. Every Owner shall be a Member of the Association. Membership shall be appurtenant to ownership and shall run with the Property giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated on any way.

(2) Members' Rights and Duties. Each member shall have the rights, duties and obligations set forth herein.

(3) Exercise of Vote. Unless otherwise stated herein, each Member shall have one vote per Property owned. The vote for any Property which is owned by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership interest is made prior to the completion of a vote, in which case, the vote for such Property shall not be counted.

(4) Obligations of Association. The Association shall maintain at its cost and expense, in good order and condition, the common areas, rights of ways and roads. The roads shall be maintained to a consistent quality along its entire length.

C. Bylaws. The management and business of the Association shall be governed as set forth in the Bylaws in effect on the date of this Restated Declaration and amended from time to time. To the extent there is a contradiction between a provision in the Bylaws and a provision on this Restated Declaration, the Restated Declaration shall control.

D. Directors, Officers, Landing Easement and Boardwalk Easement Committees.

1. Board of Directors.

(a) The Board of Directors shall consist of no fewer than three Owners and can include all owners, which Board Directors shall have all power to conduct of the affairs of the Association, to levy assessments for the purpose of maintaining the common areas, rights of way and roads and shall have the duty of procuring adequate policies of insurance to indemnify the Town, the Board of Directors and the Association from any and all damages or losses that may be suffered by reason of the installation or maintenance of the common easement area, rights of way and roads;

(b) The Board of Directors shall be empowered as follows:

(i) to select and contract with any individual or entity it may designate who shall perform on behalf of the Association periodic inspections at reasonable intervals of the common areas, rights of way and roads and make all repairs and replacements required to maintain same in good order and condition;

(ii) to procure such liability insurance as the Board of Directors shall deem necessary for purposes of indemnifying the Town, the Board of Directors and the Association from damages or losses that may be suffered by reason of the installation or maintenance of said common areas, rights of way and roads;

(iii) to levy annual assessments on each Property for purposes of paying the costs and expenses incurred under subparagraphs (i) and (ii) above and for any additional liability that may be imposed upon the Association by reason of its maintenance and indemnification obligations set forth herein. Each Property shall be assessed for maintenance of the roads as set forth on Exhibit A and all of the roads shall be maintained to a similar level of quality. Each Property in Lakeside I and Joinder Lots shall be assessed for expenses related to the Landing Easement, so called. Each Property in Lakeside II and Lakeside III shall be assessed for expenses related to the Boardwalk Easement, so called. Assessments shall be due and payable on April 1 of each year. All such assessments, together with interest thereon, costs of collection thereof and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof and reasonable attorney's fees shall also be the personal obligation of the Owner of such Property at the time when the assessment fell due. Upon the conveyance of a Property to a new Owner, such new Owner shall at the time of settlement be responsible for a pro rata share of the assessments against the Property.

(iv) to prepare or arrange for the preparation of an annual statement of revenue and expenses which shall be provided to each Owner by June 15 for the preceding period of April 1 through May 31.

(v) to elect a President, Vice-President and Treasurer from among the Directors using a simple majority vote. The Vice-President will stand in for the President as necessary.

2. Limitation of Liability and Indemnification. The Board of Directors, Officers and Members of the Association:

(a) Shall not be liable for the failure of any service to be obtained by the Board of Directors and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Premises unless such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Board of Directors;

(b) Shall not be liable to the Owners as a result of the performance of the Board of Directors members' duties for any mistakes of judgment, negligence or otherwise, except for the Board of Directors members' own willful conduct or gross negligence;

(c) Shall have no personal liability in contract to an Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board of Directors or the Association in the performance of the Board of Directors members' duties;

(d) Shall have no personal liability in tort to an Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Board of Directors members' own willful misconduct or gross negligence in the performance of their duties.

Each member of the Board of Directors in his capacity as a member, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Board of Directors or any settlement of such proceeding, whether or not he is a Board of Directors member, officer or both at the time such expenses are incurred, except in such cases wherein such Board of Director member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with affected member abstaining if he is then a Board of Directors member) approves such settlement and reimbursement as being in the best interest of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Board of Director member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification set forth herein shall be paid by the Association and shall be assessed against and collectible from each Owner. Such right of indemnification shall be deemed exclusive of any of the rights to which such Board of Director member and/or officer may be entitled as a matter of law or agreement or by vote of the Association. Complaints brought against the Association, the Board of Directors employees or agents thereof in their respective capacities as such, shall be directed to the Board of Directors which shall promptly give written notice thereof to the Owners and such complaints shall be defended by the Association. The Owners shall have no right to participate in such defense other than through the Association, unless such Owner is named as a defendant in such action.

3. Landing Easement Committee. The Landing Easement Committee shall consist of one Owner from each lot in Lakeside I and Joinder Lots. The Committee, acting by

majority vote, shall be charged with all decisions regarding the Landing Easement including without limitation, assessments due from Lakeside I Owners, maintenance, repair and replacement of the dock, and maintenance of the road to the Landing Easement. The Landing Easement Committee shall procure such liability insurance as the Easement Committee shall deem necessary for purposes of indemnifying the Town, the Lakeside I and Joinder Lot Owners and the Association from damages or losses that may be suffered by reason of the installation or maintenance of said dock.

4. Boardwalk Easement Committee. The Boardwalk Easement Committee shall consist of one Owner from each lot in Lakeside II and Lakeside III. The Committee, acting by majority vote, shall be charged with all decisions regarding the Boardwalk including without limitation, assessments due from Lakeside II and Lakeside III Owners, maintenance, repair and replacement of the boardwalk, and liability insurance for the boardwalk. The Boardwalk Easement Committee shall procure such liability insurance as the Boardwalk Easement Committee shall deem necessary for purposes of indemnifying the Town, the Lakeside I and Joinder Lot Owners and the Association from damages or losses that may be suffered by reason of the installation or maintenance of said boardwalk.

VI. Interest in Common Properties. Every Member shall have the right and non-exclusive easement of enjoyment and use in and to the Common Properties. The Common Properties and the stated rights and uses in the previous sentence do not include the so-called Landing Easement, which belongs solely to the Lakeside I and Joinder Lots. The Common Properties and the stated rights and uses also do not include the so-called Boardwalk Easement, which belongs solely to the Lakeside II and Lakeside III Lots.

VII. Amendment. This Restated Declaration may be amended at any time by an instrument executed on behalf of the Association by two (2) members of the Board of Directors after approval by no less than two-thirds (2/3) of the votes of the members of the Association.

IN WITNESS WHEREOF, the undersigned have signed this Restated Declaration.

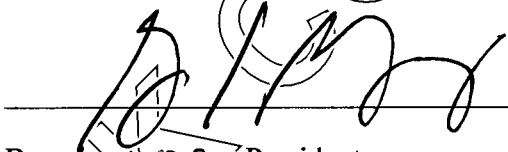
[signature pages follow]

Lakeside Association of Echo Lake
Restated Declaration of Protective Covenants

Signature Page

Lakeside Association of Echo Lake

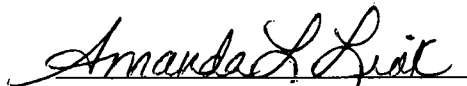
LAKESIDE ASSOCIATION OF ECHO LAKE


By: Gregory P. Benz President

STATE OF MAINE
Hancock County, ss

February 8, 2019

Personally appeared before me the above-named Gregory P. Benz and acknowledged the foregoing to be his free and duly authorized act and deed as President of the Lakeside Association of Echo Lake.



Notary Public/~~Attorney at Law~~

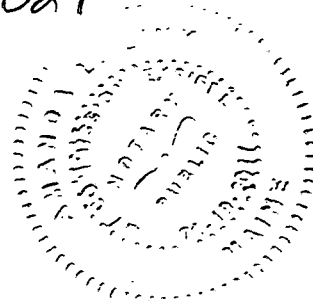
Printed Name: Amanda L. Link

My commission expires: 1/19/2024

Amanda L. Link

Notary Public, State of Maine

My Commission Expires January 19, 2024



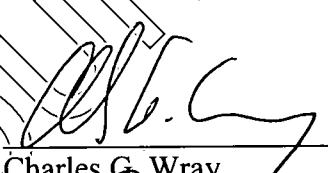
Lakeside Association of Echo Lake

Restated Declaration of Protective Covenants

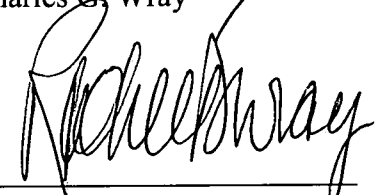
Signature Page

Lakeside I, Lot 1

Date: 3.6.19


Charles G. Wray

Date: 3-6-19


Rachel D. Wray

STATE OF MAINE

Hancock County, SS

March 6, 2019

Personally appeared before me the above-named **Charles G. Wray** and acknowledged the foregoing to be his free act and deed.



Notary Public/~~Attorney at Law~~

Printed Name: Debra S Mitchell-Dow

My commission expires: 09/03/22

Debra S Mitchell-Dow
Notary Public • State of Maine
My Commission Expires September 3, 2022

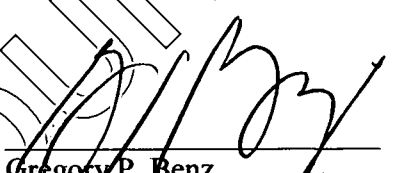
Lakeside Association of Echo Lake

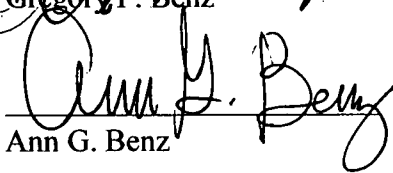
Restated Declaration of Protective Covenants

Signature Page

Lakeside I, Lot 2

Date:


Gregory P. Benz

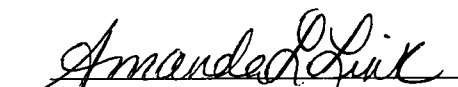

Ann G. Benz

STATE OF MAINE

Hancock County, ss

February 8, 2019

Personally appeared before me the above-named **Gregory P. Benz** and acknowledged the foregoing to be her free act and deed.


Notary Public ~~Attorney at Law~~

Printed Name: Amanda L. Link

My commission expires: 11/19/2024

Amanda L. Link

Notary Public, State of Maine

My Commission Expires January 19, 2024

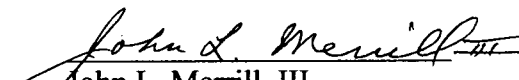


Lakeside Association of Echo Lake
Restated Declaration of Protective Covenants

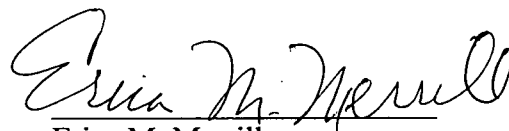
Signature Page

Lakeside I, Lot 3

Date: 6/21/19


John L. Merrill, III

Date: 6/21/19

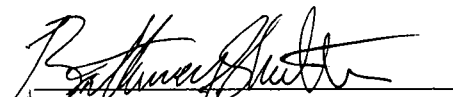

Erica M. Merrill

STATE OF MAINE

Hancock, SS

June 21, 2019

Personally appeared before me the above-named **John L. Merrill, III** and acknowledged the foregoing to be his free act and deed.

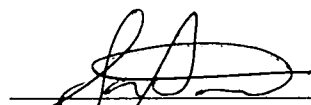

Notary Public/Attorney at Law
Printed Name:
My commission expires: / /

Lakeside Association of Echo Lake
Restated Declaration of Protective Covenants

Signature Page

Lakeside I, Lot 4
Joinder Lot

Date: July 19th, 2019


Sara W. Pierce

STATE OF MAINE

Hancock, SS

July 19th, 2019

Personally appeared before me the above-named Sara W. Pierce and acknowledged the foregoing to be his free act and deed.

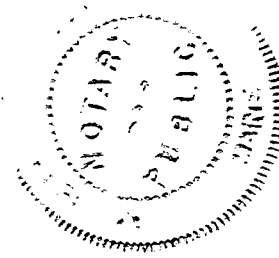


Notary Public/Attorney at Law

Printed Name:

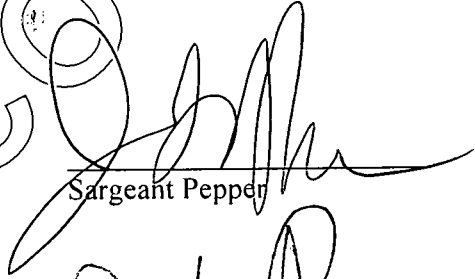
My commission expires: / /

JENNIFER C. ABBOTT
NOTARY PUBLIC
State of Maine
My Commission Expires
March 2, 2024

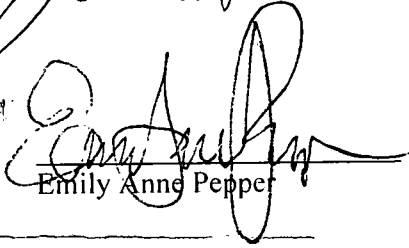


Lakeside Association of Echo Lake
Restated Declaration of Protective Covenants
Signature Page
Lakeside I, Lot 5

Date: 3/7/2019


Sargeant Pepper

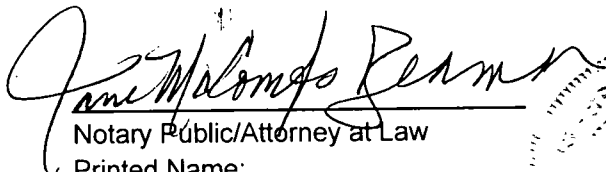
Date: 3/7/2019


Emily Anne Pepper

STATE OF MAINE
Hancock County, SS

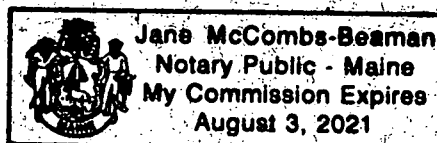
March 7, 2019

Personally appeared before me the abovenamed **Sargeant Pepper** and acknowledged the foregoing to be his free act and deed.


Notary Public/Attorney at Law

Printed Name:

My commission expires: / /



Lakeside Association of Echo Lake

Restated Declaration of Protective Covenants

Signature Page

Lakeside I, Lot 6

Date: Feb 5, 2019

Carl von Kienbusch Little
Carl Von Kienbusch Little

Date: Feb 5, 2019

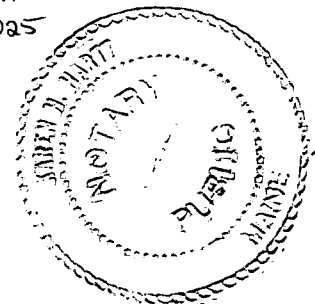
Margaret Ann Beaulac
Margaret Ann Beaulac

STATE OF MAINE
Hancock, SS

Feb 5, 2019

Personally appeared before me the above-named **Carl Von Kienbusch Little** and acknowledged the foregoing to be his free act and deed.

Karen H Hartt
Notary Public Attorney at Law
Printed Name: Karen H Hartt
My commission expires: 5/10/2025



Lakeside Association of Echo Lake

Restated Declaration of Protective Covenants

Signature Page

Lakeside II, Lot 7
Lot C

Date:

01/30/2019


Peter Baylor Harris

STATE OF _____

SS

_____, 2019

Personally appeared before me the above-named **Peter Baylor Harris** and acknowledged the foregoing to be his free act and deed.

Notary Public/Attorney at Law

Printed Name:

My commission expires: / /

**See Attached Notary
Acknowledgment Certificate**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of:

Marin

On

January 30, 2019

Date

before me,

Karen Northnagel, Notary Public

Here Insert Name and Title of the Officer

personally appeared

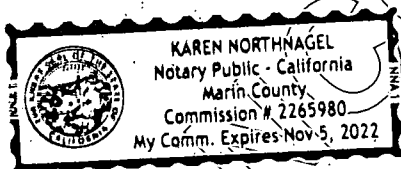
Peter B Harris

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Karen Northnagel

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

Restated Declaration of Protective Covenants

Document Date:

1/30/19

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing:

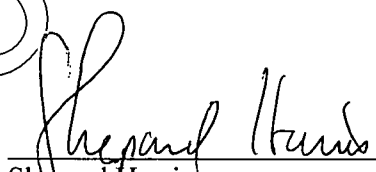
Lakeside Association of Echo Lake

Restated Declaration of Protective Covenants

Signature Page

Lakeside II, Lot 8

Date: JANUARY 31, 2019


Shepard Harris

STATE OF _____, 2019
_____, SS

Personally appeared before me the above-named **Shepard Harris** and acknowledged the foregoing to be her free act and deed.

Notary Public/Attorney at Law

Printed Name:

My commission expires: / /

**See Attached Notary
Acknowledgment Certificate**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

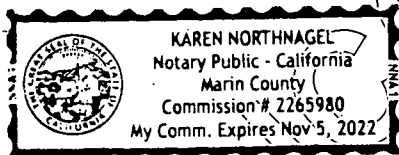
State of California

County of MarinOn January 31, 2019 before me, Karen Northnagel, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Shepard Harris
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Karen Northnagel
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Restated Dec of Protec CovenantDocument Date: 1/31/19 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Lakeside Association of Echo Lake

Restated Declaration of Protective Covenants

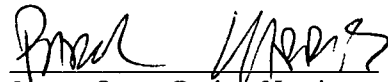
Signature Page

Lakeside II, Lot 9

Lakeside III, Lots A and D

Date:

01/30/19



James Owen Parker Harris

STATE OF _____

_____, SS _____

_____, 2019

Personally appeared before me the above-named **James Owen Parker Harris** and acknowledged the foregoing to be his free act and deed.

Notary Public/Attorney at Law

Printed Name:

My commission expires: / /

**See Attached Notary
Acknowledgment Certificate**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

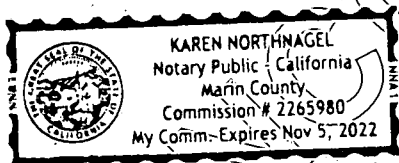
County of MarinOn January 30, 2019 before me, Karen Northnagel, Notary Public

Date Here Insert Name and Title of the Officer
 personally appeared Parker Jo Harris
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Karen Northnagel
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Restated Declaration of Protective CovenantsDocument Date: 1/30/19 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Lakeside Association of Echo Lake
Restated Declaration of Protective Covenants

Signature Page

Lakeside III, Lot B and D

Date: 1/19/19



Brooke Smallidge Harris

STATE OF _____
_____, SS

_____, 2019

Personally appeared before me the above-named **Brooke Smallidge Harris** and acknowledged the foregoing to be her free act and deed.

**See Attached Notary
Certificate**

Notary Public/Attorney at Law

Printed Name:

My commission expires: / /

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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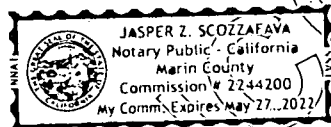
State of California)

County of MARIN)On 2019-01-19 before me, JASPER Z SCOZZAFAVA, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officerpersonally appeared BROOKE SMALLIDGE HARRIS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Lakeside Association of Echo Lake
Restated Declaration of Protective Covenants

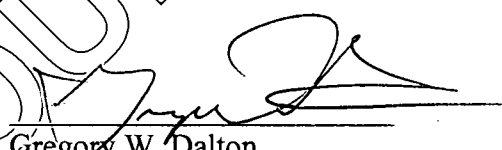
Signature Page

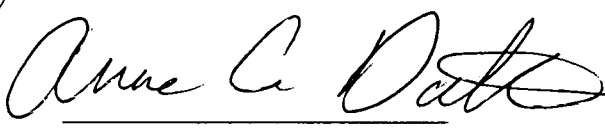
Joinder Lot

Date:

2-11-19

Date:


Gregory W. Dalton

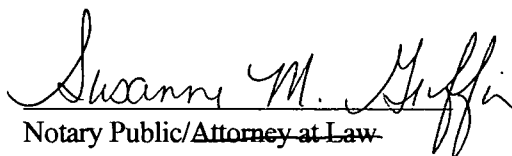

Anne A. Dalton

STATE OF MAINE

County of Hancock SS

Feb. 12, 2019

Personally appeared before me the above-named **Gregory W. Dalton** and acknowledged the foregoing to be his free act and deed.


Notary Public/~~Attorney at Law~~

Printed Name:

My commission expires: / /

Susanne M. Griffin
Notary Public, Maine
My Commission Expires
November 21, 2023

EXHIBIT A

	<u>Developed</u>	<u>Undeveloped</u>
Lakeside I Joinder Lots	\$475 (100%)	\$115
Lakeside II	\$225 (47%)	\$55
Lakeside III	\$145 (31%)	\$35

The amounts above are for 2018 and are set to be proportionate to the distance of road used. Amounts may be varied each year by the Directors as costs of road maintenance change, but they must remain proportionate to the road distance used and undeveloped lots pay an assessment that is 25% of a similarly located developed lot.

(25) 14 NM
E/Ret: Lambert Coffin
Portland, ME