

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR BUTTONWOOD HARBOUR**

WHEREAS, Buttonwood Harbour is a residential water-front community on Longboat Key, Sarasota County, Florida, and

WHEREAS, Buttonwood Harbour Association, Inc. is a not-for-profit Florida corporation incorporated in 1961 to own and operate certain amenities serving the Buttonwood Harbour community (Association), and

WHEREAS, various covenants, restrictions and easements were recorded in the Public Records of Sarasota County, Florida from time to time pertaining to Buttonwood Harbour, and

WHEREAS, the Association and the lot owners desire to reaffirm certain covenants, restrictions and easements, and to establish new covenants, restrictions and easements, on the property hereinafter described consistent with current operations and applicable laws.

NOW THEREFORE, this Declaration of Covenants, Restrictions and Easements shall govern the property described herein as Buttonwood Harbour, the subdivision, and such property is and shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the terms, covenants, conditions, easements and restrictions herein set forth, all as amended from time to time, which shall be covenants running with the property and equitable servitudes binding on all existing and future owners, and all others having an interest in the lands or occupying or using the property described.

**ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION**

Buttonwood Harbour, the subdivision, is comprised of all residential lots which abut the public and/or private roads currently known as Buttonwood Drive, Winslow Place, and Longview Drive in the Town of Longboat Key, Sarasota County, Florida. Buttonwood Harbour is depicted in a diagram which is attached hereto as Exhibit A.

**ARTICLE II
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings unless the context shall clearly indicate otherwise. Also, throughout this Declaration and the Association Articles of Incorporation and Bylaws (herein collectively "the Governing Documents"), whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders, and the word "person" shall be broadly construed to include any person, persons, firm, limited partnership, association, corporation or other non-natural entity.

- (a) "Annual Assessment" shall mean a share of the annual operating expenses and annual contributions to reserve funds in accordance with the annual budget.
- (b) "Association" shall mean and refer to Buttonwood Harbour Association, Inc., a Florida corporation not-for-profit, its successors, and assigns.
- (c) "Buttonwood Harbour," sometimes referred to as "Subdivision", shall mean and refer to the single-family residential subdivision as more particularly described in Article I hereof.
- (d) "Common Area(s)" shall mean and refer to any property, whether improved or unimproved, or any easement or interest therein, which is owned by the Association or which is declared to be a Common Area by this Declaration, the plats of the Subdivision, or other recorded instrument, and shall include the property referenced or described in the following instruments: that certain Agreement recorded in Official Records Book 350, Pages 135-138; Deed recorded in Official Records Book 369, Page 421; and Indenture recorded in Official Records Book 893, Pages 789-791, less and except property conveyed in deed recorded in Official Records Instrument # 2006107932, 4 Pages, all of the Public Records of Sarasota County, Florida.
- (e) "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, and Easements for Buttonwood Harbour, as it may be amended from time to time.
- (f) "Lot" shall mean and refer to each separate property although the property may in fact consist of one platted or unplatted lot and a portion of another lot, or two or more platted or unplatted lots.
- (g) "Lot Owner" shall mean and refer to the record fee simple titleholder, whether one or more persons or entities, of a Lot in the Subdivision.
- (h) "Member" shall mean a Lot Owner who has submitted his or her Lot to the terms and provisions of this Declaration and is a mandatory member of the Association.
- (i) "Non-Member" shall mean a Lot Owner who has not submitted his or her Lot to the terms and provisions of this Declaration and is not a mandatory member of the Association.
- (j) "Special Assessment" shall mean a share of the funds necessary to pay unusual, unexpected, unbudgeted expenses, or to fund specific capital requirements that cannot be met by the available funds in reserves.

ARTICLE III REQUIRED MEMBERSHIP IN ASSOCIATION

1. The operation of Buttonwood Harbour, the Subdivision, in accordance with this Declaration and other authority, shall be by Buttonwood Harbour Association, Inc. (herein, "the Association"). In order to establish, protect and preserve the quality of Buttonwood Harbour, all Lot Owners in Buttonwood Harbour who have joined in this Declaration shall be required to become Members of the Association and to maintain such membership in good standing. Membership in the Association shall be an appurtenance to and may not be separated from ownership of the Lot. All Members of the Association shall be bound by this Declaration, and the Articles of Incorporation and Bylaws of the Association, which are attached hereto as Exhibits B and C, respectively, collectively referred to as the "Governing Documents."

2. There shall be one (1) vote per Lot, which vote may be cast as provided in the Bylaws.

3. The purposes and objectives of the Association are to ensure a continuing and concerted program for the maintenance and management of Common Area, to enforce these restrictions wherever applicable and appropriate so as to establish, protect and preserve the quality of the Subdivision, and to perform such other duties as may be assigned to it by this Declaration and the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws.

4. The Association shall be operated pursuant to this Declaration, and the Articles of Incorporation and Bylaws, including the following provisions:

(a) In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations; all as amended from time to time. In the event any term in the Governing Documents is deemed ambiguous, the Board of Directors shall define the term, which definition shall be binding.

(b) Unless the approval or action of Members, and/or a certain specific percentage of the Board of Directors (Board) of the Association, is specifically required in this Declaration, the Articles or Bylaws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of Members, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

(c) The Association has the power to acquire property, both real and personal. The power to acquire and dispose of personal property shall be exercised by the Board. The power to acquire, improve, mortgage, and dispose of real property may be exercised by the Board, but only after approval by not less than two-thirds (2/3rds) of the voting interests of all Members.

(d) The Association shall obtain and maintain public liability insurance in such amounts as the Board may deem appropriate. The Board shall have the authority, but not an obligation, to obtain and maintain casualty insurance on insurable improvements within the Common Area, and errors and omissions coverage to protect the board members, officers, and volunteers from liability. The Board shall have authority to compromise and settle all claims against the Association, except as may be otherwise provided by law, but nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Members for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

ARTICLE IV SUBMISSION OF ADDITIONAL LANDS TO DECLARATION

It is the intent and the desire of the Association and its Members to eventually convince all Lot Owners within Buttonwood Harbour to submit their property to the terms and provisions of this Declaration. Accordingly, from time to time hereafter, additional Lots within Buttonwood Harbour may be submitted to the terms and provisions of this Declaration provided the Board and the Lot Owner wishing to submit a Lot have agreed in writing to the submission, which may include, without limitation, an obligation for the Lot Owner to make payments to the Association to take into account mandatory payments made by Members prior to the submission. The submission of additional Lots shall be evidenced by execution of a supplement to this Declaration by the Association with the consent and written joinder of the Lot Owner

of the Lot to be added, and lienors thereon. In the event any Lot is added to the property described in Article I all of the provisions hereof shall apply to such Lot to the same extent as they apply to the property described in Article I.

ARTICLE V COMMON AREA

1. In connection with the development of the Subdivision, certain land areas, referred to herein as "Common Area," were set aside by Developer or deeded to the Association. Common Area includes, by way of illustration and not by way of limitation, landscaped areas, buffer zones, private park areas, open areas, irrigation systems, and a boat basin.

2. The Association shall be responsible for management and oversight of maintenance, repair, and replacement of the Common Area, and all improvements thereon. The maintenance responsibilities of the Association include the authority to maintain, remove, replace, alter, supplement or otherwise address all Common Area landscaping (trees, shrubs, lawn areas, plantings, etc.)

3. Additions, Alterations or Improvements. The protection, maintenance, repair, insurance, and replacement of the Common Area is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Area costing the Association more than \$10,000 in the aggregate in any calendar year without approval from at least two-thirds of voting interests of the Members present in person or by proxy at a duly noticed and convened Membership meeting. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, or replace the Common Area also constitutes a material alteration or substantial addition to the Common Area, no prior Member approval is required.

4. Maintenance of Certain Easements, Street Signs and Traffic Control Signs. The Association shall maintain, repair and replace all street signs and traffic control signs located within the Subdivision that are not maintained by the Town of Longboat Key (Town) and such maintenance, repair and replacement by the Association shall be done in conformity with rules and regulations of the Town, County, or State. Additionally, the Association shall maintain all easement areas not located within individuals Lots.

5. Every Member shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of a Member, and/or the right to use Common Areas, as provided in Article XIII hereof;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by not less than eighty percent (80%) of the voting interests of the total Membership.

(c) The right of the Association to establish, modify, amend, rescind, and enforce reasonable rules and regulations regarding use of the Common Area.

(d) The right of the Association to grant easements over the Common Area.

6. Delegation of Use. Any Member may delegate the right of enjoyment to the Common Area and facilities to his or her family, tenants, or contract purchasers who reside on the Lot.

7. No person shall, without the written approval of Association, do any of the following on any part of the Common Area: install, build, or place any improvement or structure; erect or maintain a sign; store any property; commit waste, leave debris or create or maintain a nuisance; operate motorcycles for any purpose other than as a means of transportation on the roads; permit the running of unleashed animals; light any fires; fell any trees or damage any landscaping; interfere with any drainage, utility, or access easements; discharge any liquid or material, other than natural drainage, into any lake, pond, canal, or watercourse; alter or obstruct any lakes, ponds, canals, or watercourses; or interfere with any water control structures, irrigation facilities or apparatus.

ARTICLE VI MAINTENANCE OF LOTS

Maintenance of Lots and Lot Improvements. Members shall maintain their landscaping, residences, and all Lot improvements, including without limitation, walls, fences, screen enclosures, driveways, and accessory structures, in good appearance and safe condition.

ARTICLE VII ASSESSMENTS BY ASSOCIATION

1. Annual Assessments. The Association shall have the authority and duty to levy an Annual Assessment against all Members to be paid on the first day of January of each year, or as otherwise billed. The budget for the Association shall be approved by the Members as provided in the Bylaws and shall provide sufficient funds for the management and operation of the Association, care of the Common Area, and for the general purposes and objectives of the Association as set forth herein and in its Articles of Incorporation and Bylaws.

2. Special Assessments. The Association shall also have the right to levy Special Assessments from time to time against Members in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements. Special Assessments shall be levied as provided in the Bylaws.

3. Assessments Levied Pro Rata. All Assessments levied by the Association, whether Annual or Special, shall be on the basis of one share per Lot so that each Lot Owner who is a Member shall bear an equal pro rata share of the common expenses of the Association.

4. Payment of Assessments. Unless excused for good cause in the discretion of the Board, any Assessment, whether Annual or Special, which is not paid when due shall be subject to a late charge not to exceed the greater of \$25.00 or five percent (5%) of the amount of the installment, and shall bear interest from the due date until paid at twelve percent (12%). Any payments made to the Association by any Member shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of assessments and other monies owed to the Association by the Member and/or for the enforcement of its lien; next towards late charges; next towards interest on

any Assessments or other monies due to the Association as provided herein; and next towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due. Nothing herein shall be construed from preventing the Board from agreeing to a payment plan with a Member, or from compromising or settling a debt to the Association when the Board determines it is in the best interest of the Association.

5. Personal Obligation of Lot Owner. Each Member, regardless of how title to the Lot was acquired, is liable for all Assessments or installments thereon coming due while the Member owns the Lot. Multiple Lot Owners are jointly and severally liable. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot for which the Assessments are made, or by interruption in the availability of the Lot or the Common Area for any reason whatsoever. Except as provided in Article VIII(3), whenever title to a Lot is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. If any such Assessment is not paid within forty-five (45) days after the same is due, then the Association may bring suit against the Owner on his or her personal obligation and there shall be added to the amount of such Assessment the aforementioned late charge and interest and all costs incurred by said Association, including reasonable attorneys' fees in preparation for and in bringing such action.

6. Certificate of Assessment. Within five (5) days after receipt of a request by a Member, Lot purchaser, or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association with respect to the Member and the Lot have been paid. Any person other than the Member who relies upon such certificate shall be protected thereby.

ARTICLE VIII LIEN RIGHTS OF ASSOCIATION

In order to provide an additional means to enforce the collection of any Annual or Special Assessment charged to a Member, the Association shall have a lien against the Lot owned by the Member, together with all improvements thereon, as follows:

1. Creation of Lien. The lien of every Assessment, together with interest and late charges, and cost of collection, including reasonable attorney fees, shall attach and become a charge on the Lot, and all improvements thereon, upon the recording of a Claim of Lien in the Public Records of Sarasota County, Florida.

2. Enforcement of Lien. In the event an Assessment, and all other monies owed by the Member, is not paid when due, after providing the Member with forty-five (45) days written notice of intent to file a lien, the Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. In the event the Assessment, and all other monies owed by the Member, is not paid after filing the Claim of Lien, after providing the Member with a forty-five (45) day written notice of intent to foreclose, the Association shall have the right to enforce the lien by foreclosure suit in the same manner as a mortgage foreclosure, or such other manner as may be permitted by law.

3. Priority of Lien. It is the intent hereof that the aforesaid lien against each Lot shall be subordinate and inferior only to the lien of taxes and special assessments levied by the Town, County, or other governmental authority, and to the lien of any bona fide mortgage hereafter placed upon such Lot prior to the recording of a Claim of Lien. Any first mortgagee that acquires title to a Lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any Assessments levied against such Lot which became due prior to the acquisition of such title unless a Claim of Lien for such Assessment was recorded prior to the recording of the mortgage.

ARTICLE IX EASEMENTS

1. The developer of the Subdivision, for itself, the Association, and successors and assigns, created and reserved certain easements, which are hereby modified and re-imposed as follows:

(a) A perpetual non-exclusive five (5) foot easement on side Lot lines for drainage; underground private and public utility installations, including cable television and communication services; and irrigation (limited to one of the two side Lot lines).

(b) A perpetual non-exclusive twenty-five (25) foot easement, more or less, along that portion of each Lot that abuts Winslow Place providing vehicular access to the Lot for motor vehicle and pedestrian ingress and egress to other areas of the Subdivision, and for the erection, construction, maintenance and use of electric power and telephone poles, wires, cables, conduits, water mains, sewers, irrigation and drainage lines, drainage ditches and swales, street lighting, and any other equipment or appurtenances pertaining to the installation, maintenance, transmission or use of electricity, telephone, cable television and other communication services or systems, gas, street lighting, water, irrigation, drainage, or other utilities or conveniences.

(c) A perpetual non-exclusive twenty-five (25) foot easement along that portion of a Lot that abuts the Buttonwood boat canal for use as a waterway.

2. The easement area of each Lot and all improvements located within it shall be maintained continuously by the Lot Owner.

3. No easement area shall be obstructed, filled in, improved, or altered except as authorized in writing by the Association or permitted under applicable governmental regulation.

4. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Lot Owner over the easement area of his or her Lot may be removed by Association or its assigns, including any utility company, if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved; provided, however that Association or its assigns shall promptly restore any dislodged grass, soil, paving or other improvement as nearly as practicable to its prior condition.

5. In addition to the foregoing, it is hereby provided that the Association shall have an irrevocable right of access to the Lots, and other improvements, for the purposes of protecting, maintaining, repairing and replacing the Common Area, including but not limited to the community irrigation system.

ARTICLE X BOAT BASIN

1. Boat Docking in Basin. Members in good standing shall have the right to dock and maintain a vessel in the boat basin, after the payment of the annual boat dockage fee, based on availability of docks on a first-come, first served basis. Such boat must have a valid registration, be registered to the Member, have proof of liability insurance for a minimum amount of five-hundred thousand dollars with the Association designated as an additional named insured, and may not exceed twenty-eight (28) feet in length as determined by the State of Florida vessel license. Members may pay the annual dockage fee and obtain a dock space for the use of a tenant or guest residing at their Lot, provided that there is no waiting list for dock space, the boat is registered to the Member's tenant or guest, and the tenant or guest complies with the insurance and other requirements imposed by this subsection and other provisions of the Declaration or applicable rules and regulations.

2. Management of Boat Basin. The Board shall have the authority, but not the obligation, to appoint a Harbormaster to manage and control all matters affecting the boat basin. Dock space will be assigned to those requesting same based on the size of the boat or other conditions affecting the harbor area. Docks not occupied for a period of 90 days shall be forfeited, with pro-rata refund of the annual boat dockage fee, if there is a waiting list for dock space. Existing docks will be maintained and new docks built, if needed, at the expense of the Association. No boatlifting device shall be installed by a Member in the boat basin area that is permanently fastened or attached to, or otherwise damages, the docks, pilings or seawalls owned by the Association.

3. Annual Boat Dockage Fee. An annual boat dockage fee, in an amount fixed by the Board each year, shall be charged for the use of dock space. Failure to pay this fee within thirty (30) days after it has become due shall automatically terminate the docking privileges of the boat owner. The annual dockage fee revenue and the expenses associated with maintenance of the boat basin will be reported as line items on the financial statements prepared by the Treasurer.

4. Annual Agreement. Persons docking a vessel in the boat basin may be required to enter into an annual license agreement to set forth the terms and conditions of the dock assignment, which shall be consistent with the provisions of this Declaration and may set forth such additional provisions as necessary to protect the Association and the boat basin, including but not limited to restrictions on the speed and noise of vessels, pollution, manatees, and other issues. The Association shall have the right to terminate the use of a dock space in the boat basin if the user fails to enter into the annual agreement or to comply therewith.

ARTICLE XI COMMUNITY IRRIGATION SYSTEM

1. Members in good standing are eligible to utilize the community irrigation system provided they comply with irrigation rules and restrictions established periodically by the Board. Any damages to the community irrigation system caused by a Member's irrigation system, improper use, or other damages caused by the Member or such Member's contractor, shall be the responsibility of such Member.

2. Management of Community Irrigation System. The Board shall have the authority, but not the obligation, to appoint a Utilities Committee and Chairman to manage and control the community irrigation system.

**ARTICLE XII
BUILDING AND USE RESTRICTIONS**

1. Except as provided in subsection 2, no Lot in this Subdivision shall be used for any purpose other than residential use, and there shall be but one single family residence on each Lot, provided, however, that there may be a private garage, guest house, tool house, boat dock, or such other out-buildings as may be used in connection with such residence; such buildings in addition to the main residence may be built simultaneously with or subsequent to the construction of such main residence, but no such other structure shall be constructed or used prior to the erection of the main residence.

2. No business, occupation, or profession may be conducted on any Lot other than incidental use as a home office or home business that does not violate applicable zoning codes and ordinances, does not entail meeting the public, and does not require commercial deliveries.

3. Sale or Transfer of a Lot. A Lot may be sold or transferred without approval of the Association. The Association shall be notified in writing of the sale or transfer and provided with the name of the new Member, and Member address, so it can change Membership records.

4. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. To the extent any law, ordinance, or regulation of the State of Florida, Sarasota County, or the Town of Longboat Key shall exceed the requirements hereof, that law, ordinance, or regulation shall prevail. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction, relating to any portion of the Lot, shall be corrected by, and at the sole expense of the Owner of the Lot.

5. No residence or Lot may be rented or leased to a tenant for a term of less than thirty (30) consecutive days.

**ARTICLE XIII
GENERAL PROVISIONS**

1. Duration and Benefit. The covenants, restrictions, easements, and conditions of this Declaration shall run with the title to each Lot and shall inure to the benefit of and be enforceable in accordance with its terms by the Association or any Member, and their respective legal representatives, heirs, successors and assigns, and shall remain in full force and effect for twenty (20) years from the date of recording this Declaration, and shall automatically be extended for successive periods of ten (10) years unless prior to the commencement of any such ten year period an instrument has been executed by not less than eighty (80%) percent of the total voting interests of the Membership of the Association and recorded in the Public Records of Sarasota County, Florida evidencing an intent to terminate this Declaration.

2. Remedies for Violation. In the event of a violation or breach of this Declaration, rules of regulations adopted hereunder, the Articles of incorporation, or the Bylaws, by any Member, or a person claiming by, through, under or against such Member, the Association and/or any Member, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. If the plaintiff shall be successful in any such enforcement proceedings, or action for damages, then in addition to any other relief therein, such plaintiff, or plaintiffs if more than one, shall be entitled to recover therein from the defendant(s) his or their reasonable attorney fees and costs in

and about the prosecution of such litigation. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

(a) Suspension of Rights of Membership: In addition to the foregoing, any Member who is delinquent in the payment of Assessments levied by the Association for a period of more than ninety (90) days shall forfeit his/her vote or votes on all matters brought before the Membership until such time as the Assessments are brought current and paid in full. Further, if said Member shall remain delinquent in the payment of any fee or Assessment for a period of one hundred twenty (120) days or more, the Association shall have the right to suspend such Member's right to use property owned by the Association, and to receive community provided irrigation water or other goods or services supplied by the Association, in the manner set forth in the Bylaws. Suspension of privileges does not relieve the Member of the continuing responsibility to pay all dues, Assessments, or other charges levied by the Association.

3. Amendment. This Declaration may be amended at any time and from time to time as follows:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board or by not less than twenty percent (20%) of the voting interests of the Members of the Association. Except as elsewhere provided such approvals must be by not less than two-thirds of the voting interests of the Members represented in person or by proxy at a duly noticed Membership meeting at which a quorum of the Membership is attained.

(c) An amendment shall be evidenced by a certificate of the Association that shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is recorded in the Public Records of Sarasota County.

4. It is expressly understood that each word, phrase, clause, sentence, paragraph, section, subsection, or other division thereof, are intended to be separate and severable. The invalidity or unenforceability in whole or in part of any restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any Exhibit attached thereto, shall not affect the remaining portions hereof.

In witness whereof the Members of Buttonwood Harbour Association, Inc. have adopted this Amended and Restated Declaration of Covenants, Restrictions and Easements for Buttonwood Harbour this 17th day of February, 2023.

SEE THE FOLLOWING EXHIBITS ATTACHED:

EXHIBIT A -- Depiction of Buttonwood Harbour

**EXHIBIT B -- Amended and Restated Articles of Incorporation adopted
February 16, 2022**

EXHIBIT C -- Amended and Restated Bylaws adopted February 16, 2022

HARBOR

PATTERN / SHADING LEGEND

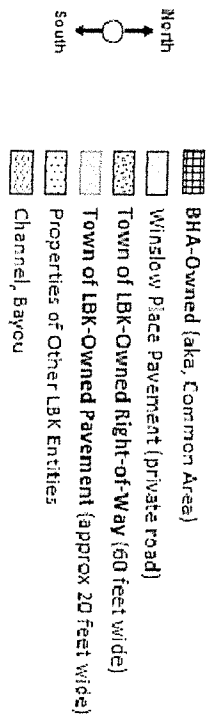


EXHIBIT A