

PREPARED BY:
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Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901

CERTIFICATE OF AMENDMENT FOR
SAIL HARBOUR AT HEALTHPARK HOMEOWNERS' SUB-ASSOCIATION, INC.

THE UNDERSIGNED, being the President of SAIL HARBOUR AT HEALTHPARK HOMEOWNERS' SUB-ASSOCIATION, INC., a Florida not for profit corporation, do hereby certify that the attached Amendment to the Amended and Restated Declaration of Restrictions and Protective Covenants, recorded in the Public records of Lee County, Florida as Instrument No. 2009000330589 was duly approved, adopted and enacted by affirmative vote of the proper percentage of the voting interests in the Association at a Members Meeting called for that purpose and held on March 11, 2015. The original Declaration was recorded in Official Records Book 4587, Page 3260, *et seq.* in the Public Records of Lee County, Florida.

Dated this 2nd day of April, 2015.

WITNESSES:

(Sign) [Signature]
(Print) Barbara M. M.

(Sign) [Signature]
(Print) Sharon Blum

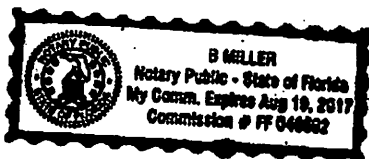
SAIL HARBOUR AT HEALTHPARK
HOMEOWNERS' SUB-ASSOCIATION, INC.

By: [Signature]
President of the Association
Thomas Jazowski

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 2nd day of April, 2015, by Thomas Jazowski, as President of Sail Harbor at Healthpark Homeowners' Sub-Association, Inc., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced PROD 0726 P 3067 179-6 as identification and did take an oath.

SEAL



NOTARY PUBLIC:

[Signature]
STATE OF FLORIDA
My Commission Expires: 08-19-17

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR SAIL HARBOUR AT
HEALTH PARK HOMEOWNERS' SUB-ASSOCIATION, INC.**

Note: Language being added is underlined and language being deleted is ~~struck through~~.

The Declaration shall be amended as follows:

8.3 Pets, Livestock and Poultry. No animals, livestock, snakes or poultry of any kind shall be raised, bred or kept except that dogs, cats, or other, normal, domesticated, household pets may be kept, but no more than a total of two (2). These pets which in the sole discretion of the Association, endanger the health safety or welfare, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any property located adjacent to the Properties may be expelled and removed from the Properties by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs, which are household pets, shall be confined to a leash whenever they are outside a Unit. **ADDITIONALLY, IT SHALL BE THE PET OWNER'S OBLIGATION TO REMOVE THE PET'S WASTE MATERIAL FROM ALL PROPERTY WITHIN THE DEVELOPMENT.** All pets shall be properly licensed and shall have all required medical vaccinations. Upon request, a pet owner shall provide the Board proof of licensure and the medical history/records of the pet. The keeping of pets is a privilege not a right. Pets may only be kept subject to the following conditions:

(A) No pets shall be permitted in the pool area, leashed or unleashed.

(B) Owners may not leave pets unattended in screened porches, or lanais where their noise may bother others.

(C) Any Owner, ~~tenant or guest who keeps or maintains~~ allows any pet on the lot or subdivision property shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Association and other Owners and residents free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet on the Property.

(D) No dog may be kept in a leased home. Renters currently keeping a dog(s) are grandfathered for the remainder of the lease and renewals thereof as to the dog(s) in place at the time this amendment is recorded.