



April 30, 2010

Dear Homeowner,

Thank you to the owners who participated in person or by proxy at the Special Membership Meeting on March 29, 2010 that enabled the association to establish a quorum, vote and discuss issues during the open forum. Due to your support, the meeting was a real success! Please read below to find out the status and what was discussed at the Special Membership Meeting.

NOTE: A new set of governing documents were recorded on December 14, 2009, if you did not receive your copy in the mail, you can download them by going to the Lee County Clerk of Courts website www.LeeClerk.org.

APPROVAL OF TERM OF LEASE AND FREQUENCY OF LEASE:

At the 2009 Annual Membership meeting held on November 16th, 2009 the membership voted to amend the governing documents for Sail Harbour, establishing a new set of documents for the Association. All sections of the proposed amendment were passed with the exception of two sections: Amendment to Sections 10.2 and 10.3 of The Term of Lease and Frequency of Lease. The Board of Directors for Sail Harbour requested the failed sections of the proposed amendment that were not passed be brought back before the membership for their review and vote. Richard DeBoest II, Esquire was invited to attend the March 29, 2010 Special Membership meeting and provide background information regarding the proposed amendment to those members in attendance. Members discussed this matter before the vote. The new recorded amendments are included with this cover letter.

VOTE: 157 members in attendance either in person or by proxy voted in favor. 50 members in attendance either in person or by proxy voted not in favor. 4 members in attendance in person or by proxy did not vote. As at least 2/3rd of the membership voted in favor of the new Term of Lease and Frequency of Leasing, the vote carried and the new lease amendment is approved.

APPROVAL FOR LITIGATION AGAINST THE DEVELOPER FOR DEFICIENCIES:

Richard DeBoest II, Esquire provided information to the membership regarding the litigation against the developer. The Board of Directors and the general consensus of the members present at the Town Hall meeting held on Monday February 22, 2010 to discuss the litigation recommends the association vote to take affirmative action in the form of litigation against the developer. Richard DeBoest II, Esquire asked the members in attendance to authorize, pursuant to Section 720.303(1), Florida Statutes, the Board of Directors to proceed at its discretion on behalf of the Association with litigation against Sail Harbour, LLC, EH Building Group, their successors and assignors and any other persons or entities related to the construction and development of Sail Harbour at Health Park for any deficiencies, including but not limited to, landscaping. Members discussed this matter before the vote.

VOTE: 151 members in attendance either in person or by proxy voted in favor. 45 members in attendance either in person or by proxy voted not in favor. 15 members in attendance in person or by proxy did not vote. As at least 2/3rd of the membership voted in favor to move forward with litigation against the developer, pursuant to Section 720.303(1), Florida Statutes, the Board of Directors to proceed at its discretion on behalf of the Association with litigation against Sail Harbour, LLC, EH Building Group, their successors and assignors and any other persons or entities related to the construction and development of Sail Harbour at Health Park for any deficiencies, including but not limited to landscaping, the vote carried.

Sincerely,

FOR THE BOARD OF DIRECTOR OF SAIL HARBOUR AT HEALTHPARK

Brett Rudland, CAM--Tropical Isles Management Services Inc.

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
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Charlie Green, Lee County Clerk of Circuit Court
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CERTIFICATE OF AMENDMENT OF AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS AND PROTECTIVE COVENANTS
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 non-profit corporation, does hereby certify that the attached Amendments to the Amended and Restated Declaration of Restrictions and Protective Covenants, recorded in the Public Records of Lee County, Florida at Instrument number 2009000330589, were duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests in the Association at a members meeting called for that purpose at which a quorum was present held on the 29th day of March, 2010. The original Declaration was recorded in Official Record Book 4587, at Page 3260, et. seq., of the Public Records of Lee County, Florida, Dated this 6th day of April, 2010.

WITNESSES:

(Sign) Kenneth J Morris

(Print) Kenneth J. MORRIS

(Sign) George Buelow

(Print) GEORGE BUELOW

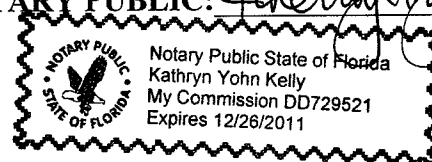
**SAIL HARBOUR AT HEALTHPARK
HOMEOWNERS' SUB-ASSOCIATION,
INC.**

BY: Thomas Jazowski President
President of the Association
Thomas Jazowski (Print Name)

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 6th day of April 2010 by Thomas Jazowski, as President of SAIL HARBOUR AT HEALTHPARK HOMEOWNER'S SUB-ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me ~~or has produced~~ N/A as identification and did take an oath.

NOTARY PUBLIC:



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

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

The Declaration shall be amended as follows:

10.2 Term of Lease and Frequency of Leasing. Except as provided herein below no home may be leased more often than twelve (12) times in any calendar year, with the minimum lease term being thirty (30) days. No new lease may begin until at least 30 days have elapsed from the first day of the last lease. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

10.3 Exceptions. Upon written request of a unit owner, the Board of Directors may approve one additional lease of the home within the same calendar year, but only under unusual circumstances to avoid undue hardship and inequity.