



Good Day Realtors/Proposed Buyers,

Thank you for your interest in Sail Harbour at Healthpark Homeowners' Sub-Association, Inc. It will be very important to make sure you review/provide a copy of the following items (some of which are included with this letter as a courtesy) from the community website, [sailharbourfortmyers.com](http://sailharbourfortmyers.com) to give to the proposed buyer.

1. Rules & Regulations (included).
2. Complete current set of Sail Harbour's Governing Documents. The seller is responsible to supply this to you. You may also download them from [www.LeeClerk.org](http://www.LeeClerk.org), to ensure that you will have the most updated set.
3. Transfer Application (included).
4. Pet Registration Form (included). All pets must be registered with the Association.
5. Lease & Access Control Packet. (**lease terms are no less than 30 day leases and no more than 12 times per year; Dogs are not permitted in Leased Units**)
6. Information on the working capital fund. Most buyers have questions on this and this section will help explain the answer.

I would also like to remind you of the following pertaining to the sale of this home in Sail Harbour:

- Working Capital Contribution Fee: the amount equal to three (3) months of the annual assessment. Please see the attachment. This will be a buyer's expense and a one time fee collected at closing.
- Accounting Firm to obtain Estoppels Certificate: Spires & Associates, P.A. Attn: Karen Hughes PH (239) 936-4336 FAX (239) 936-4941 or email at [KarenH@spiresassociates.com](mailto:KarenH@spiresassociates.com). You will need to order this to make sure ALL past due fees (if any) will be included with the sale.
- Sail Harbour at Healthpark belongs to Healthpark Florida West P.O.A. (Property Owners Association) which is the master association. The master association assessments are included in the Sail Harbour budget and therefore an estoppel will not be needed.
- Please make sure to explain there is a CDD tax on this property. You can research this information on <http://www.leetc.com>

**Budget and Financials:** We do have budget and financials. However, it is not customary for our office to supply the budget or financials to non-owners or listing/buyer agents. All the attachments and information in this email is all a listing agent has to supply the buyer's realtor. Once a real estate transaction is contracted and lenders are getting involved, the title company or lender can order these. If the title company needs the budget, they can purchase a hard copy for \$10.00. If the title company needs a year end financial, they can be purchased at \$15.00. The year end financials are mailed out to the owners so I would suggest obtaining a copy from the seller at no additional cost. If this is a foreclosed unit, you will need the bank to request this as the owner

The quarterly dues for 2018 are \$795.00. The HOA dues cover:

- Lawn & Irrigation Maintenance. This does not include plant replacement.
- Access Control (Gate System) into community
- Mulch
- Interior Pest Control
- Internet in unit by service provider.
- Cable in unit by service provider.
- Pool & Cabana
- Insurance for the pool and all other common areas.

The unit owner is liable for the exterior and interior of their unit as this is a homeowners association and not a condo-association. The unit owner will need to contact their own insurance agent of choice and obtain a complete homeowners insurance policy, flood certification and elevation certificate as neither the management office nor the association will be able to provide this documentation.

If the proposed buyer decides to purchase, they will need to complete and submit ALL the access forms in order to obtain the proximity cards and/or bar-coded stickers.

**Furthermore, as the selling or buyers agent, it is important for you to instruct the new buyers they must contact Summit Broadband for the internet and cable service at [launch@summit-broadband.com](mailto:launch@summit-broadband.com) or 239 444 0400 to open their account once the unit is purchased.** Neither Tropical Isles Management nor the association has the capability of setting this up for the owner.

Also, after the proposed buyer has closed on their property, you may want to instruct them to download and print the SAIL HARBOUR NEW OWNER WELCOME PACKET as it will have very helpful information in it.

Should you have any questions, please feel free to contact me via e-mail preferably, at [kayla@tropicalisles.net](mailto:kayla@tropicalisles.net), or by phone at (239) 939-2999, EXT 224.

Sincerely,

Kayla Matias,  
Assistant to Brett Rudland, CAM  
Tropical Isles Management Services, Inc.

INSTR # 2015000078544, Doc Type CER, Pages 2, Recorded 04/14/2015 at 02:26 PM,  
Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee \$18.50 Deputy  
Clerk ERECORD

PREPARED BY:  
Susan M. McLaughlin, Esq.  
Paves 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) Bonnie Lynn

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

By: [Signature]  
President of the Association  
Thomas Jazowski

(Sign) [Signature]  
(Print) Sharon Plini

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 2<sup>nd</sup> 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 FDL 0720 P 3067 199-6 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.

## Sail Harbour at Healthpark Homeowners' Sub-Association, Inc.

### Rules and Regulations of Sail Harbour

*(mailed to the membership on 12/18/09)*

1. **The Architectural Review Board (ARB) has jurisdiction to review and approve all exterior construction on any portion of the property as well as all modifications, additions, or alterations made on or to home sites. Any Owner who desires to construct an improvement or structure of any kind (including but not limited to covered porches, screen enclosures, additional landscape, etc.) on their lot shall submit two complete sets of plans and specifications and samples (including colors) of proposed building materials to the ARB and must receive ARB approval and all related governmental approvals/permits prior to commencing construction.**
  - (A) No carriages, bicycles, wagons, shopping carts, toys, tools or other objects shall be kept outside unless approved by the ARB and properly screened by landscaping
  - (B) No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors.
  - (C) No carports shall be permitted within Sail Harbour at Healthpark.
  - (D) The exteriors shall be consistent with the theme adopted by the Declarant.
  - (E) All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall be approved by the ARB prior to installation of any lot, and shall be of the type originally installed by the Declarant.
  - (F) No plant materials shall be installed except by the approval and authority of the ARB and the further approval of the Sub-Association, and if approved, shall be installed by the contractor approved by the Sub-Association and shall consist of Healthpark P.O.A. approved landscaping materials.
  - (G) **Garages.** Each home shall have an attached garage capable of housing one (1) or two (2) standard sized automobiles. Carports are prohibited. No more than one (1) of vehicle shall be regularly parked in the driveway of a Lot with only a one car garage. No more than two (2) vehicles shall be regularly parked in the driveway of a Lot with a two car garage. No garage shall be enclosed or converted to other use without the approval of the ARB. **Garage doors should be kept closed at all times.**
  - (H) No antenna of any kind shall be placed or erected upon any lot or affixed in any manner to the exterior of any building other than a satellite antenna one meter or less in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multi point distribution service which may be installed only at a location on a lot approved by the ARB. In approving the installation and location of any antenna the ARB shall comply with all applicable laws, whether state or Federal.
  - (I) No fences or walls shall be permitted on any portion of a Lot except for the fence maintained by the Association.
  - (J) No recreational facilities, structures or improvements shall be constructed or placed on a Lot or Common Area, including without limitation by specification, any play or recreation structures, such as swing sets, play houses, plastic play sets or any other kind of structures of a similar kind or nature (collectively referred to herein as "Recreation Facilities").
  - (K) Screen enclosures must be constructed with white aluminum frame and charcoal screen.

- (L) No aluminum, insulated roofs are allowed with screen enclosures.
  - (M) All gutters must be white aluminum.
  - (N) Window coverings visible from the street or another dwelling must have a white or off white backing or blend with the exterior of the dwelling. Wood tone plantation shutters are permitted. Reflective window film is not permitted. Transparent film is permitted with ARB approval.
2. **Garbage:** Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and kept in the garage and not on the interior roadways except when out for pick-up. **Recycle bins and trash shall not be put on the curb, for pick-up, prior to 6:00 p.m., the night before the scheduled pick-up and shall be removed from the curb no later than 6:00 a.m., the morning after day of pick-up.**
  3. **Nuisances.** No owner shall use his home, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another home, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each home shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. The Board of Directors determination as to what constitutes a nuisance or annoyance shall be dispositive and shall control without regard to any legal definition of such terms.
  4. **No pets, wading, boating, fishing, or other recreational activity is permitted in the lakes.**
    - (A) **Feeding of Ducks and Wild Animals Prohibited.** No person shall feed any ducks, geese or other water fowl or wild animals on the Property.
  5. **No solicitation is permitted by anyone anywhere in the subdivision.**
  6. **Homes shall not be used for commercial or business purposes and shall only be used as residences.**
  7. **No window or wall air-conditioning units are permitted.**
  8. **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). **Those 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. All household pets shall be confined to a leash whenever they are outside a Unit. **ADDITIONALLY, IT SHALL BE THE PET OWNERS 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 any pet 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.

9. **Unoccupied Property:** Everything must be removed from the lanai when the home is unoccupied for an extended period of time, especially during the Hurricane season May through November.
10. **No guns may be discharged on association property including both residences and the common areas.**
11. **Parking: Vehicles.** Owners and their guests shall park in the garages or driveways. Additionally, residents and their guests are permitted to park in designated Common Area parking spaces, if any, on a first-come basis. No vehicles shall be parked on the grass or in any other areas that are not designed for the parking of vehicles. A home Owner or lessee resident shall be allowed to park the number of average mid-size vehicles that are capable of being parked in the home's garage and driveway at any one time. All vehicles in excess of the maximum number are prohibited. The Board shall be authorized to make exceptions to the maximum number of vehicles to account for an Owner's or Lessee's guests and other temporary situations. The granting of an exception or variance by the Board shall not set a precedent applicable to any other situation whether similar or not nor shall it constitute a waiver. **Commercial vehicles are prohibited from being parked on the Properties at all times except when temporarily present to perform necessary services.** The term "commercial vehicle" as used herein shall mean any vehicle that contains signage, graphics or equipment of or intended for commercial purposes or a vehicle with or without signage, equipment or graphics that is primarily designed to be used for commercial purposes without regard to whether or not the vehicle is presently used for a commercial purpose. The Board may restrict and/or designate particular areas of the Property for parking for certain purposes or vehicles. The Board is authorized to adopt, implement, enforce and modify as it deems necessary a vehicle registration program for all vehicles entering or parking on the Property. Such authority includes but is not limited to requiring vehicles to be marked with a registration sticker, bar code or other similar item in a location on the vehicle determined by the Board; issuing access cards, codes or similar items/devices to owners and tenants; requiring vehicles to be registered and owners to submit vehicle registration and licensure information (including a copy of the vehicle owner's and/or operator's driver's license); and issuing parking passes for guests and other persons entering the Properties on a temporary basis. The Association may charge a reasonable fee for lost, replacement or extra vehicle access equipment and/or parking stickers/bar codes/access cards or such other similar required items. The Association is authorized to deny any person or vehicle access to the Properties that has failed to comply with the restrictions contained herein or elsewhere in the governing documents. The Board is authorized to have any vehicle that is parked in violation of these restrictions towed from the Properties or a disabling boot placed on it at the vehicle owner's expense.
- (A) Absolutely NO parking on grass. The damage caused to association property is expensive to repair and will not be tolerated.
- (B) No parallel parking in the driveways. This is normally achieved by driving on the grass. All vehicles MUST be parked perpendicular to the garage door.
- (C) No commercial vehicles, boats, trailers or rv's are allowed after midnight. A commercial vehicle is identified as having lettering or signage on the vehicle.
- (D) No street parking after midnight. If you have overnight guests and their vehicle cannot fit in the driveway you will need to find alternate parking outside of the community.
- (E) No portion of the vehicle can extrude beyond the concrete street gutter. There is concern that an accident will occur if vehicles are parked partially in the street.
- (F) Parking at the pool in designated parking spaces is allowed overnight until 8:00 a.m. the next day. Currently, there are 5 designated parking spaces. If you park in a non-designated spot, you will be towed immediately.
12. **Rules for parking in the five designated poolside spaces and the eleven new spaces north of the pool on Healthpark Circle are as follows:**

As parking is permitted on the street during the day, from 8am-8pm the aforementioned parking spaces may be occupied if and only if you are visiting the pool. If a vehicle is found in one of these spaces between 8am and 8pm but the occupant(s) are not present at the pool, the vehicle will be towed at the owner's expense.

Overnight parking in the aforementioned parking spaces will be limited to Sail Harbour visitors only. The spaces are no longer available for resident overnight parking. A current visitor pass must be prominently displayed on the dashboard or review mirror. Vehicles without a visible visitor pass will be towed at the owner's expense. The new parking rules took effect on Wednesday, February 13, 2013.

13. **No obnoxious or offensive activity shall be carried on within Sail Harbour or upon any part, portion or tract thereof, nor shall anything be done which may be or become a source of unreasonable nuisance or annoyance to the Community or its residents.**
14. **Homeowners are individually responsible for any damage on association property for which they, their family, guests, visitors, servants or employees are responsible.**
15. **NO Basketball Hoops allowed.**
16. **Sports Equipment must be stored in garages when not using.**
17. **Maximum Number of Occupants in Home.** The maximum number of permanent occupants of a home shall **NOT** exceed two (2) persons per the number of bedrooms in the home. A bedroom shall be defined as any room identified as a bedroom on the original plans for the home. The term "permanent occupant" shall mean any person that stays overnight in the home more than 60 days (either consecutively or cumulatively) in any 365 day period. The term "stays overnight" shall mean the act of being present in the home after 11:59 P.M. until 6:00 A.M. the following day.
18. **Leasing of Homes.** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of homes by their owners shall be restricted as provided in the leasing section of the governing documents. All leases of homes must be in writing. A homeowner may lease only his entire home, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. An application must be submitted to Tropical Isles Management Services at least twenty (20) days prior to the start of any lease with a signed copy of the lease agreement and a application fee made payable to Tropical Isles Management Services, Inc. **NO TENANT OR LESSEE MAY MOVE INTO OR OCCUPY A HOME, NOR SHALL ANY OWNER PERMIT A TENANT OR LESSEE TO MOVE IN OR COMMENCE OCCUPANCY WITHOUT FIRST TIMELY SUBMITTING A COMPLETE APPLICATION WITH THE ASSOCIATION AND RECEIVING WRITTEN APPROVAL FROM THE ASSOCIATION. THIS APPLICATION MAY BE DISAPPROVED FOR GOOD CAUSE PER SECTION 10.1 (C) OF DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS.** Persons who violate this provision will be fined up to \$100 per day per violation. In addition, the Association may pursue legal action to evict, sue for damages, and other legal remedies. Guest and renters are required to comply with all of the rules and regulations. The Board reserves the right to limit the number of temporary guests which may reside in a unit at any time.
19. **Collateral Assignment of Rents.** In the event an Owner is in default in the payment of assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. Upon demand by the Association the tenant shall pay said rent to the Association. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes until the Owner's account is current.

### Sail Harbour at Healthpark Pool Rules

1. **Hours: Dawn to Dusk.**
2. **No children under the age of 16 are permitted in the pool or pool area unless accompanied by a parent or resident over 21 years of age.**
3. **Children wearing diapers and those who are not toilet trained must wear additional plastic coverings.**
4. **Users of the pool must wear standard swimming attire. No cutoffs or other forms of non standard swimming attire are permitted.**
5. **Jumping and diving into the pool is prohibited.**
6. **Large floats are not allowed due to the size of the pool. Noodles are permitted.**
7. **No running, ball playing, shoving, yelling, obnoxious or illegal behavior in the pool or on the pool deck. Operation of radios, tape decks, etc. except for approved community functions is prohibited unless using earphones.**
8. **Pool chairs and lounge chairs must be protected with large towels from suntan lotions and perspiration.**
9. **People with open sores, cuts, or communicable diseases may not enter the pool.**
10. **The ONLY beverage allowed is plastic water bottles.**
11. **No alcohol permitted within the fenced in Cábana and Pool area.**
12. **No food is permitted in the pool or on the pool deck except for community functions.**
13. **Health Department Rules and Regulations require showering before entering the pool.**
14. **No bikes, scooters, skateboards, skates, or animals are allowed in the pool or pool deck.**
15. **All accidents must be reported immediately (when they occur) to the Management Company.**
16. **All activities in and around the pool are at individual risk**
17. **No sand or sea shells are permitted in the pool area.**
18. **NO PARTIES**

**Sail Harbour at HealthPark  
Homeowners' Sub-Association, Inc.**

C/O Tropical Isles Management  
12734 Kenwood Lane Suite 49  
Ft Myers, FL 33907  
Phone: 239-939-2999, Fax: 239-939-4034

ADOPTED: February 2009

**APPLICATION FOR APPROVAL OF SALE**

The undersigned hereby applies for approval to purchase:

ADDRESS/UNIT#: \_\_\_\_\_

**A copy of the proposed Sales Agreement (contract) and a non-refundable \$50 transfer fee (\$50 made payable to Tropical Isles Management Services, Inc.) must be attached to this application.**

In order to facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsification or misrepresentation in this application will justify its disapproval. I consent to your further inquiry concerning this application, particularly of the references given below.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

1. Full name of applicant \_\_\_\_\_  
SS# \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Full name of 2<sup>nd</sup> applicant: \_\_\_\_\_  
SS# \_\_\_\_\_ Date of Birth: \_\_\_\_\_
2. Home Address \_\_\_\_\_  
City/State/ZIP \_\_\_\_\_  
Home Tel. # \_\_\_\_\_ Bus. Tel # \_\_\_\_\_
3. Nature of Business or Profession \_\_\_\_\_
4. Company or Firm Name \_\_\_\_\_ Position Held \_\_\_\_\_
5. Business Address: \_\_\_\_\_  
\_\_\_\_\_

**CONTINUE ON NEXT PAGE...**

**The Community Association documents of Sail Harbour at HealthPark provide an obligation to unit owners that all units are for single family residences only.**

6. Number of individuals that will be residing in the unit \_\_\_\_\_  
Names/Relationships of individuals who will be residing in the residence.
1. \_\_\_\_\_ / \_\_\_\_\_  
2. \_\_\_\_\_ / \_\_\_\_\_  
3. \_\_\_\_\_ / \_\_\_\_\_  
4. \_\_\_\_\_ / \_\_\_\_\_

THE FOLLOWING QUESTIONS CONCERN THE APPLICANT OR PROPOSED PRIMARY APPLICANT:

7. Person to be notified in case of emergency: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone# \_\_\_\_\_
8. Do you have any pets? \_\_\_\_\_ Specify: \_\_\_\_\_  
\*Please check Association documents and rules for pet policy
9. Vehicle Information  
Make/Model \_\_\_\_\_ Year \_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_ Color \_\_\_\_\_  
Make/Model \_\_\_\_\_ Year \_\_\_\_ License # \_\_\_\_\_ State \_\_\_\_ Color \_\_\_\_\_
10. Mailing address for notices connected with this application  
Name: \_\_\_\_\_ Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Tel # \_\_\_\_\_
11. Please check the one that applies to you:  
 reside here on a full time basis  
 reside here part time  
 lease the unit
12. If you plan to lease your unit, please provide the contact information for the leasing agency overseeing your residence:  
  
Leasing Agency: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Email Address: \_\_\_\_\_
13. As an owner and if I were to lease my unit, I completely understand that I am FULLY responsible for my tenants, guests and their behavior. Also, I understand that it is my responsibility to inform my tenants of ALL rules & regulations such as but not limited to the PARKING/TOWING policy and GARBAGE rules. \_\_\_\_\_ (Please Initial Here)

**CONTINUE ON NEXT PAGE...**

14. The applicant is aware of and agrees to abide by the Declaration of Covenants of **Sail Harbour at HealthPark Homeowners' Sub-Association, Inc.**, the Articles of Incorporation, By Laws and any and all properly promulgated rules and regulations in effect within the terms of the occupancy (ownership). Receipt of a copy of the Association documents is acknowledged. \_\_\_\_\_ (Please Initial Here)

15. Purchaser(s) agree to assume any unpaid maintenance charges or assessments.

DATED: \_\_\_\_\_  
\_\_\_\_\_ Applicant  
\_\_\_\_\_ Applicant

APPROVED _____	DISAPPROVED _____
BY: _____ Officer or Director	DATE: _____

**NOTE: A Resale Capital Contribution Fee in the amount equal to three (3) months of the annual assessment will be collected at Closing, payable to Sail Harbour at HealthPark Homeowners Association.**

**Please identify below the party responsible for receiving this document upon approval from the association:**

Name/Title Company: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ Fax : (     ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

Realtor Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**NOTE: A copy of the proposed Sales Agreement and a non-refundable \$50 transfer fee (\$50 made payable to Tropical Isles Management Services, Inc.) must be attached to this application.**

# Sail Harbour at HealthPark Homeowners' Sub-Association, Inc.

c/o Tropical Isles Management Services, Inc. 12734 Kenwood Lane, #49, Fort Myers, Florida 33907

Phone (239) 939-2999 \* Fax (239) 939-4034

## PET REGISTRATION FORM

PROPERTY ADDRESS \_\_\_\_\_ UNIT # \_\_\_\_\_

Date of Application: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Resident  Tenant

Phone ( ) \_\_\_\_\_ - \_\_\_\_\_ Mobile ( ) \_\_\_\_\_ - \_\_\_\_\_

### PET INFORMATION

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_ Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_

Pet's Name: \_\_\_\_\_ Pet's Name: \_\_\_\_\_

Lee County Rabies Tag # \_\_\_\_\_ Lee County Rabies Tag # \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Present Weight: \_\_\_\_\_ Full-Grown Weight: \_\_\_\_\_ Present Weight: \_\_\_\_\_ Full-Grown Weight: \_\_\_\_\_

### Sail Harbour at HealthPark Rules & Regulations

**Note: No dog may be kept in a leased home. A registered dog(s) in a leased home as of 3/11/2015 is grandfathered for the remainder of their lease and renewals thereof.**

**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). **Those 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. All household pets shall be confined to a leash whenever they are outside a Unit. **ADDITIONALLY, IT SHALL BE THE PET OWNERS 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 any pet 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.

I understand and acknowledge:

- Any falsification of information contained within this form or failure to register a pet may result in fines or termination of lease, if applicable.
- Any future pets must be registered within 10 days of ownership
- I have read the Sail Harbour at HealthPark Rules & Regulations section of this form.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Association Representative \_\_\_\_\_ Date \_\_\_\_\_

Approval \_\_\_\_\_ Denial \_\_\_\_\_