



Mt. Royal
Airpark

Board of Directors

Mount Royal Airpark Pavilion
109 Airport Drive
Crescent City, FL 32112

March 20, 2024

6:00 PM

DRAFT Meeting Minutes

BOARD MEMBERS:

Tom Cacek, President
Jeff Sager, Vice-President
Monique Glaize, Secretary/Treasurer
Rebecca Poston, Assistant Secretary (nonvoting)

BOARD MEMBERS AT LARGE:

David Johnston
Jeff Levine
Bob Welsh
Dave Zawistowski

I. Call to Order- Tom Cacek

President Cacek called the meeting to order at 6:01 p.m. All board members were present.

II. Approval of the Meeting Minutes Tom Cacek

- A. There was a scrivener's error in the March 6 draft meeting minutes. The reference to the ARB approval in section V. B was removed.

There was a motion by JOHNSTON and a second by WELSH to approve the amended meeting minutes for March 6, 2024. The motion carried unanimously.

III. Old Business

A. East Dock Repair Quote- Dave Zawistowski / Bob Welsh

MRE HOA and MRAP POA requested quotes for additional repairs to the east dock. Several quotes have been received, and after identifying further work, Mr. Kiser asked M&R Docks (Michael Stotz) to assist him as a subcontractor. M&R Docks has the equipment needed to complete the job. This resulted in a revised quote increasing from \$3,600 to \$7,500. Meanwhile, Janet Kleinsmith requested a quote from Michael Jackson which came to \$32,000. Due to the wide range in the scope of work in the three quotes, Janet Kleinsmith, Joe Miller, Dave

Zawistowski, and Bob Welsh met with Michael Jackson on March 22 to evaluate and agree on the necessary repair work. They then drafted an agreed-upon scope of work with specifications and sent it to Michael Jackson and Doug Richards (Deland Dock subcontractor) for bids. Three bids have been received, ranging in price from \$7,500 to \$32,000. Mr. Welsh is meeting with Michael Jackson on Friday, March 22, at 3:00 p.m. to discuss the work needed and is waiting on a quote from Deland Docks-Doug Richards.

B. CY2024 Operating Budget Review and Approval- Monique Glaize, Treasurer

Mrs. Glaize provided additional information for the board to consider when approving the CY2024 operating budget. Over the past several years, due to unanticipated projects, there has been an average budget shortfall of approximately \$20,000, and this year will be no different if there is not enough money allocated for the east dock repair. Three quotes have been received for repair services ranging from \$7,500 to \$32,000, of which one-half of the cost will be paid by the Mount Royal Estates Homeowners' Association. Unexpected expenses over the five years include an east dock survey to comply with the renewal of the Submerged Land Lease, lease renewal fees to the Florida Department of Environmental Protection, attorney retainer, infrastructure improvements, and purchasing a paving truck and sealcoat.

Ms. Glaize stressed the importance of managing the projects year to year. In November 2022, a motion was made to set aside \$50,000 from the operating checking account to seal coat the roads in 2023. The resident experts completed the project in 2024 with an estimated savings of \$27,515. Mr. Levine reported that 8,400 gallons of sealant were applied to over three miles of roads and turnaround areas for \$33,004. See report for detailed cost description. The board determined that applying the sealcoat extended the life expectancy of our roadways and taxiways by at least six years and that the expenses may be paid out of the statutory reserve fund. However, Mr. Sager suggested because funds were set aside in the operating checking account in November 2022 that had not been used, the expenses should be paid out of the 2024 operating budget.

The Treasurer has transferred \$25,000 from the operating checking account to the money market (Non-Statutory) reserves account and \$94,000 (110 lots x \$859.00 per lot) from the operating checking account to the statutory reserves account.

Ms. Glaize will add an expense line item called "contingency items" and set aside \$20,000 (the average used in the last five-year calculations), bringing the total expenses to \$117,167 for CY2024 and total income to \$119,474.

There was a motion by WELSH and a second by JOHNSTON to approve the CY2024 Operating Budget as presented by Treasurer Glaize. The motion passed unanimously.

C. Nominations and ballots—President Cacek recommended that David Johnston, Chairman of the Nomination Committee, recuse himself from the ballot counting and election process because he

is a candidate for the open seat. The President will appoint Janet Simoneaux as Mr. Johnston's replacement. Mr. Johnston agreed.

IV. New Business

A. Covenants and Restrictions Review- Jeff Sager

Mr. Sager presented the Covenant and Restriction (C&R) Committee's recommendations to the board for consideration. Mr. Sager reviewed the various changes by section, commenting on the rationale for each change. It is important to note these recommendations are not in their final form. Mr. Sager reminded the board this would be a lengthy process that would need to be approved by 2/3 of the membership either by mail-in ballot or in person at the next membership meeting in 2025. Mr. Sager will provide copies to the membership at the annual meeting on March 23, solicit their feedback, and prepare a final version for the board to review before it is sent to the attorney. After the membership votes on the final version, the C&Rs will be filed with the Putnam County Clerk of the Court.

There was a motion by ZAWISTOWSKI and seconded by WELSH to approve the recommendations (see attached) from the Covenant and Restriction Committee as presented by Jeff Sager. The motion carried unanimously.

B. Jason Sheffield Correspondence- Mr. Cacek received the attached correspondence from Jason Sheffield. Mr. Sheffield requests board approval to continue conducting his construction business activity to develop single-family homes and residential aircraft hangars for Mount Royal Airpark at 110 Airport Drive for the next five years, concluding on March 31, 2029.

The board acknowledges that Mr. Sheffield worked directly for and with Dr. C. Paul Wilcox, the owner and developer of Mount Royal Airpark, for nearly a decade. Mr. Sheffield is uniquely positioned to understand the Airpark's history and, specifically, Dr. Wilcox's vision for the community. As a result, The Ivey Group has become the premier builder of Mount Royal Airpark. Mr. Sheffield has outlined two sections of the C&Rs in his correspondence that he believes allow him to run his construction business legitimately from his location.

After discussion and by consensus, the board does not support the five-year term due to the possible changes in life circumstances and the construction market in general but would like Mr. Sheffield to consider renewing the agreement annually with an acceptable performance clause. Mr. Cacek or Mr. Sager will write the response.

V. Adjournment

There was a motion by ZAWISTOWSKI and a second by SAGER to adjourn the meeting at 8:35 p.m. The motion carried.



Mt. Royal
Airpark

MT. ROYAL AIRPARK PROPERTY OWNERS' ASSOCIATION (MRAP POA)

**Board of Directors
109 Airport Drive
Crescent City, FL 32112
Mount Royal Airpark Pavilion
March 6, 2024
6:00 PM**

DRAFT MINUTES

BOARD MEMBERS:

Tom Cacek, President
Jeff Sager, Vice-President
Monique Glaize, Secretary/Treasurer
Rebecca Poston, Assistant Secretary

BOARD MEMBERS AT LARGE:

David Johnston
Jeff Levine
Bob Welsh
Dave Zawistowski

I. Call to Order- Tom Cacek

President Cacek called the Mount Royal Airpark Property Owners' Association Board of Directors meeting to order at 6:05 p.m. All board members were in attendance.

II. Approval of the Meeting Minutes Tom Cacek

- A. There was a motion by **ZAWISTOWSKI** and second by **WELSH** to approve the November 8, 2023, Board of Directors meeting minutes. The motion carried unanimously.
- B. There was a motion by **SAGER** and second by **WELSH** to approve the January 23, 2024, Board of Directors meeting minutes. The motion carried unanimously.

III. Old Business

A. East Dock Repair Quote- Dave Zawistowski

Dave Kiser from Georgetown has submitted a bid of \$3,600.00 to repair the east dock, as mentioned in the quote. The minutes from the November 8, 2023, board meeting confirm that both associations have approved repair and maintenance costs of up to \$2,500. On March 6, Mr. Kiser met with President Kleinsmith, Lou Kleinsmith, and Bob Welsh to discuss the east dock repairs. During the meeting, he explained that 12 pylons would need to be driven at least six to ten inches, and additional work not included in the original bid would be necessary. He said he would provide a revised quote to the board in several days, including a scope of work, 15 pylons, cross bracing, and replacement of portions of the deck board. Mr. Kiser is fully insured.

MRE HOA and MRAP POA are requesting additional quotes.

IV. **New Business**

A. President Report of Board Activities- Tom Cacek

The Board has recently received several complaints regarding unsafe helicopter use in the community. As a result, the President requested the Aviation Committee to meet and discuss rules and regulations, research other airpark operations, update existing Aviation Guidelines, and provide recommendations to the Board for approval regarding any and all aspects of aviation affecting the community. The Aviation Committee met on February 3 and proposed changes to the MRAP Aviation Guidelines for the board's consideration. The Board was provided copies of the Aviation Committee meeting minutes and suggested Guidelines for review. Due to safety concerns, on February 11, the Board unanimously voted via electronic mail to mandate all helicopter takeoff and landing operations be conducted using the runway. In addition, hovering taxiing is now prohibited on paved roadways and taxiways. Furthermore, on March 6, 2024, the Board unanimously approved the revised Aviation Guidelines proposed by the Aviation Committee. It designated the runup area at the approach end of runway 8 for helicopter take-offs and landings.

Several Covenant and Restriction violation letters have been sent to owners. Some actions have been taken; others have not responded.

The seal coat on the roadway and taxiway will be applied beginning Thursday, March 7. Please exercise caution while workers are present.

A. Treasurer's Report- Monique Glaize, Treasurer

Treasurer Glaize provided the following update regarding the operating budget.

1. Calendar Year (CY) 2023 Operating Budget.

The operating budget includes \$109,135.80 in revenue through dues collection and interest and \$66,460 in expenses. The money market account has \$25,030.13, and the Statutory Reserve Account has \$242,271.09.

2. CY2024 Operating Budget.

The proposed operating budget for 2024 plans to collect \$116,655 in revenue from the 2024 Annual Dues. Expenses are budgeted at \$78,662, with a requested 15% increase due to inflation. Additionally, \$94,490 will be transferred from the operating account to the statutory reserve account for the \$859 per lot assessment. The \$8,000 fixed cost for MR Common Property has been removed from the 2024 Operating Budget as their reserve threshold has already been met. An additional \$300 is included in the subscriptions for MRWeather.com. There was no motion to approve the budget or a 15 percent expense increase. The January 2024 checking account balance is \$211,075.72. This does not include the \$94,490 transfer into the statutory reserve account.

B. Architectural Review Board Update- Karen Sager

Chair Sager reported that the Architectural Review Board (ARB) has met three times since the last Board of Directors meeting and that 11 active accounts are being tracked. Tim Wing has transferred his old files to her possession and provided a status update on existing accounts. A Certificate of Compliance form was developed and will be provided prior to the occupancy of any improvement constructed or erected on any Lot, certifying that the improvements comply with the ARB requirements. Files are being reviewed for completeness.

The following projects are under further consideration by the ARB for review and approval.

1. Lot 99- The ARB denied the revised plans and is awaiting the Owner's response.
2. Utility Lot 0006 Hangar- The ARB approved documentation as submitted.
3. Lot 57- The ARB requested additional information and is awaiting the Owner's response.
4. Lot 33—The Owner believes the fence is approved because an ARB member verbally approved his plan.

Ms. Sager reminded the Board that the Owners have misunderstood the hardscape/landscape requirements and the approval process. Landscaping must be completed within 90 days after the certificate of occupancy is issued. Although not required at the time of application, landscaping plans should be submitted to the ARB as soon as possible.

C. Covenants and Restrictions Committee Update- Jeff Sager

During the meeting, Chairman Sager provided an update on the progress made by the Covenants and Restrictions (C&R) Committee over the last few months. The committee has put forth several recommendations that need to be considered by the board. Chairman Sager stressed the importance of getting feedback from the membership and will present the recommendations at the annual meeting on March 23 to initiate the discussion. Once the recommendations are received from the members and approved by the board, the packet will be finalized and sent to the attorney for review. Amending the C&Rs will require an affirmative vote of two-thirds (2/3) of the members of the Association who are eligible to vote. As there are multiple changes, the committee suggests that the changes be taken by line item instead of the entire packet.

Additionally, Chairman Sager shared a spreadsheet of the recommended changes with the board for consideration. However, the board requested more time to review the document and scheduled another meeting on March 20, 2024, at 6:00 p.m.

D. Covenants and Restrictions Violations- Tom Cacek

There has been an increase in reports of individuals allegedly violating C&Rs in the community. Mr. Cacek wants to ensure that the process is straightforward and that the owner knows the consequences of violating the C&Rs.

E. Nominations Committee Update- David Johnston

On December 6, 2023, an electronic notification was sent to all members, informing them of the *Call for Nominations*. On February 1, a letter was sent to the Secretary, notifying her of the two candidates who submitted their names for consideration. The Nominations Committee held a meeting on February 6, 2024, to review the election process, proxy forms, and the election ballot. On February 16, the membership received an invitation to the meeting, a proxy form, and an election ballot to complete if they were not attending the meeting. Unlike last year, members must return their proxy and ballot by March 22 at 10:00 a.m., 24 hours before the meeting.

F. Aviation Committee Update- Kevin Poston

The Aviation Committee met on February 3 and proposed changes to the MRAP Aviation Guidelines for the board's consideration. As per the current C&R, the Board of Directors can impose new rules without the vote of the general membership if they pertain to community safety and are passed unanimously.

Chair Cacek noted: On February 11, 2024, the Board received the minutes from the Aviation Safety Committee and MRAP Aviation Guidelines. During the meeting, all Board members expressed their concerns about community safety. We discovered that using "Maximum Performance Takeoffs" puts the helicopter outside the aircraft's "height/velocity" diagram during the initial takeoff phase, which is unique to each helicopter. Staying within the height/velocity diagram ensures that in the event of an engine failure, the helicopter will have sufficient forward speed and altitude to execute an autorotation landing safely. Although the FAA has no regulations prohibiting a pilot from landing "safely in relation" to their property, a City, County, or Association can impose regulations.

On February 11, 2024, CACEK moved that all helicopter takeoff and landing operations will be conducted using the runway. Hover taxiing is prohibited on paved roadways and taxiways. SAGER seconded the motion. There was no further discussion. The motion passed unanimously.

SAGER proposed, and JOHNSTON seconded, the adoption of the revised Aviation Guidelines as proposed by the Aviation Committee. The proposal includes the changes to paragraph 9, as approved by the board on February 11. It designates the runup area at the approach end of runway 8 for helicopter take-offs and landings. There was no further discussion, and the motion was passed unanimously.

Mr. Poston also suggested replacing the timer and coax cable for the runway lighting system so the lights can be turned on at night. The photocell must also be replaced—many pilots mic up during daylight hours to announce their arrival.

F. Legislative Update- Becki Poston

1. The board reviewed the Beneficial Owners—Corporate Transparency Act and will do more research to determine whether the POA is exempt from responding.
2. Ms. Poston reported that HB59, CS/HB293, HB1203, and HB1645 were passed during the 2024 Florida Legislative Session and are making their way to the Governor's desk for

signature. She will work with Jeff Sager to see if any of the C&Rs need to be updated to reflect the changes in law (see attached).

V. Open Discussion

A. What is the status of the front entrance repair to the barrier wall at the keypad? Chair Cacek spoke with Jim Passwater about replacing the posts by the guard house with a block wall for keypad protection. Owners in the community can complete the work. The guard house has been prepared, and the gate code operations software needs an update costing approximately \$2,000. Other technologies, such as RFI, are also being considered.

B. Mr. Cacek provided an update on a recent meeting with Dave Worrell.

Chair Cacek advised the board he had a meeting at 10:30 a.m. on March 5 at the request of Mr. Worrell to clear up some of the misconceptions in the neighborhood. Mr. Worrell owns lot 105, Mary Wykowski owns lot 47, and a utility lot (Lot C). Mr. Worrell initially purchased Lot 105 but quickly realized it would be several years before the contractor could start his project. Jason Sheffield approached and offered to sell him one of the subdivided lots from his utility lot. He said he planned to build three hangars and a hangar on the lot he bought so he would have a place to store his belongings. Mr. Worrell asked, "Why could the Association not change the C&R to allow him to live in his hangar, and who really cares what we do in our hangars." Mr. Cacek replied we have C&Rs in place that prohibit Owners from living in hangars on utility lots that are not zoned residential. According to Mr. Cacek, Mr. Worrell misrepresented his intention to the Architectural Review Board (ARB), indicating the project included a "pilots lounge," which, in turn, morphed into a residence. The hangers were represented to the Board by Jason Sheffield as aircraft hangers and were submitted to both the ARB and Putnam County for approval as the same. There was never an update to the ARB or County to include "man cave"/living improvements.

On January 29, 2024, Ms. Wykowski and Mr. Worrell were sent a letter certified mail return receipt (7021 1970 0002 2290 5885), and the letter in part stated, "After careful consideration and consultation with Putnam County authorities, the Mount Royal Airpark Property Owners' Association has concluded that the hangar located at 114 Airport Drive (a.k.a. Utility Lot C) cannot be used as a permanent residence. Doing so violates the Mount Royal Airpark Planned Unit Development Agreement with the county (Utility Lots may not be used as residences). It is also a violation of the Mount Royal Airpark Covenants and Restrictions dated August 25, 2014 (only Lots 71-88 may consist of apartments as a part of a hangar). The letter goes on to say, "We are aware that you own other lots in the Mount Royal community and are actively developing a home on Lot 47. When completed, we assume you will make that home a permanent residence and will no longer use the Utility Lot hangar as permanent living quarters. If this assumption is correct, then no further action will be required on your part. But please ensure that should you ever decide to market "Lot C" for sale, it is not advertised as a residence and that any subsequent owner is made aware of these restrictions."

Mr. Worrell was also concerned that he is now unable to use his helicopter due to the recent restrictions imposed by the board. Mr. Cacek assured him he could use Lot 47 for take-offs and landings; however, in the meantime, he will need to use a dolly and tug to Lot 47's concrete pad constructed along runway 26/08 for take-offs and landings. Lot 47 is closer to his hanger than the Runway 8 area. Mr. Cacek indicated that before the board decided to restrict helicopter use to the runway lots and the end of runway 8, the board considered Spruce Creek and Leeward Airport's Aviation Guidelines.

Mr. Worrell was agitated, closed his folder, and said he was going to sell Lot 47, which is under construction and built on a lot on the north side of the runway. He verbally threatened the board with a lawsuit.

In the board's opinion, the letter, sent in good faith, allowing him to continue living in his hangar, is null and void if he sells lot 47. Mr. Johnston felt that the C&Rs should be adhered to protect our property values. The letter is off the table if he sells his lot. He did not do his due diligence. Others pointed out he has no egress on the second floor, nor does it meet square footage requirements. He did not change the zoning from utility to residential. There is a shared septic with limited use. The owners are responsible for familiarizing themselves with the rules, regulations, and Covenants and Restrictions regarding our community.

There was a motion by ZAWISTOWSKI and a second by SAGER to have an attorney review the facts and determine the course of action. The motion carried unanimously.

V. Adjournment Dave/Bob adjourn 7:56

Having no further business, the meeting adjourned at 7:56 p.m.

We applied 8,400 gallons of sealant over 3 miles of roads and turn around areas; approx 378,000 SQFT of surface area. Equivalent to an area 378' wide x 1000' long. Over 8.5 Acres of area.

	Cost	Sqft	Cost Per SQFT	
Mount Royal Airpark Roads Sealant cost	\$ 28,644.44			
Broom Rental Billed to Ivey Group	\$ 1,147.79			
Gas and Fuel est.	\$ 350.85			
Truck Repair	\$ 2,860.62			
	\$ 33,003.70	378,217	\$ 0.0872613	
Mount Royal Estates job was	\$ 9,935.00	62,090	\$ 0.1600097	
				No Labor Cost Savings \$27,514.67
		378,217	\$ 0.0727484	

Area Difference between Estates roads and Airpark roads. 6.09

Cost comparison based on Estates quote	\$ 9,935.00	6.09		60,518.37
Airpark Sealcoat total project cost	\$ 33,003.70			33,003.70
			Project Savings	\$27,514.67



	SQFT
Total SQFT from Google Earth Area tool	378,217.00
West End WB	9,396.00
Sellers Ct	11,397.00
Wilcox Ct	11,874.00
WB 2	12,190.00
IM South	25,928.00
IM W/E	13,655.00
Airport Rd	25,927.00
Temple Mound & Crossover South	55,565.00
Taxiway SE	6,115.00
Mount Royal Ave	42,844.00
Gate Area	2,726.00
Timucuan & North Crossover	69,908.00
Paleo	32,778.00
Lindsay	57,914.00

**2024 Mount Royal Airpark Property Owners' Association
Covenant and Restriction Amendments**

Version-3
3/22/2024

Section Number	Current Language	Amended Language	Recommendations	Adopted by Board
General			The document was updated for grammatical and punctuation errors.	x
Recitals		All dates referenced were updated.	Amend Recitals to update all dates and page references in the Official Records Book.	x
Recitals		E. Where any terms, easements, covenants, conditions, restrictions, and limitations of this Restated Declaration conflict with those of the Development Agreement for Mount Royal Airpark, PUD, dated October 11, 2005, this document will supersede the Development Agreement.	Amend Recitals to insert paragraph E. to clarify the Restated Declaration prevails if there are any conflicts with terms, easements, covenants, conditions, restrictions, and limitations.	x
1.01	"Capital Contribution" means a Capital Contribution payable to the Association as more particularly described in Section 7.05 of this Restated Declaration.	Strike the definition "Capital Contribution"	Amend Section 1.01 to strike the term "Capital Contribution" because the term is no longer applicable. It pertains to the period of time when the original purchaser paid the Association a Capital Contribution in the amount of \$2,000 after closing and was not considered as prepayment of any annual assessment, special or specific assessment.	x
1.01	"Common Property LLC" means Mount Royal Common Property LLC, a Florida corporation not-for-profit, which owns and operates the Mount Royal Water Treatment Plant. Each Member of the Community is a mandatory member of Common Property LLC.	"Common Property LLC" means Mount Royal Common Property LLC, a Florida corporation not-for-profit, which owns and operates the Mount Royal Water Treatment Plant, <u>Mailboxes</u> and <u>Mailbox Kiosk</u> . Each Member of the Community is a mandatory member of Common Property LLC.	Amend Section 1.01 to insert Mailboxes and Mailbox Kiosk to the definition of Common Property because the Common Property, LLC., operate them.	x
1.01	"Lot" means any platted lot, either a residential lot or utility lot, located within the Community as shown on the Plat or as otherwise subsequently added to the Community pursuant to this Restated Declaration, including, without limitation, any platted lot that is still owned by the Original Developer and not yet sold to a third party purchaser.	"Lot" means any platted lot, either a residential lot or utility lot, located within the Community as shown on the Plat or as otherwise subsequently added to the Community pursuant to this Restated Declaration.	Amend Section 1.01 to strike language referring to unsold platted lots and original developer. The Original Developer does not own any lots.	x
1.01		"Qualified Owner" means any person or entity holding legal ownership of property within Mount Royal Airpark and who maintains such ownership in compliance with the Restated Declaration.	Amend Section 1.01 to insert the definition of qualified owner s it is referenced in later sections in the document.	x
2.01	The Association is the "homeowner's association" formed and continuing in existence pursuant to Chapter 720, Florida Statutes, as enacted on the date this Restated Declaration is recorded in the public records of the County, for the purpose of operation, management and maintenance of the Community and to enforce the terms and conditions of the Governing Documents.	The Association is the " <u>property owners'</u> association" formed and continuing in existence pursuant to Chapter 720, Florida Statutes, as enacted on the date this Restated Declaration is recorded in the public records of the County, for operation, management, and maintenance of the Community and to enforce the terms and conditions of the Governing Documents.	Amend Section 2.01 to correct the reference from homeowner's association to property owners' association.	x

**2024 Mount Royal Airpark Property Owners' Association
Covenant and Restriction Amendments**

Version-3
3/22/2024

Section Number	Current Language	Amended Language	Recommendations	Adopted by Board
3.02	Any Owner may delegate his or her right of use and enjoyment in and to the Common Property to the members of his/her family, tenants, guest and invitees.	Any Owner may delegate his or her right of use and enjoyment in and to the Common Property to the members of his/her family, guests, and invitees. <u>The Owner assumes responsibility for guests, family, and tenants and must ensure that they abide by all rules and regulations of the Community.</u>	Amend Section 3.02 to ensure the Owner assumes responsibility for their guests, family, and tenants abiding by all rules and regulations of the Community.	x
3.03	BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMUNITY MAY CONTAIN WILDLIFE SUCH AS, AMONG OTHER THINGS, ALLIGATORS, FISH, INSECTS, SNAKES, RACCOONS, DEER, FOWL AND FOXES.	BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMUNITY MAY CONTAIN WILDLIFE SUCH AS, AMONG OTHER THINGS, ALLIGATORS, FISH, INSECTS, SNAKES, RACCOONS, DEER, FOWL, <u>BEARS</u> , AND FOXES.	Amend Section 3.03 to acknowledge bears may be in the Community.	x
7.05	<u>Capital Contribution.</u> In addition to all other assessments provided hereunder, the initial purchaser of each Lot at the time of conveyance from the Original Developer to such purchaser will pay the Association a Capital Contribution in an amount determined by the Association from time to time. Such purchaser will provide the Association with at least five days' advance written notice of its intent to close on the conveyance of the Lot, and thereupon, the Association will notify such purchaser of the amount of the Capital Contribution then in effect. The Capital Contribution amount in effect as of the date hereof is \$2,000.00, subject to adjustment as determined by the Association from time to time. The Capital Contribution will not be considered as prepayment of any Annual Assessment, Special Assessment, or Specific Assessment but rather is a separate charge enforceable against such initial purchaser on the same basis as provided for enforcement of Annual Assessments, Special Assessments, or Specific Assessments.	<u>Impact Fees.</u> The Board will have the power to levy Impact Fees for new construction to offset costs associated with wear and tear of heavy machinery on roads and taxiways.	Remove language referencing "Capital Contribution" as it is no longer applicable. That language pertained to the initial purchaser of each Lot at the time of conveyance from the Original Developer. The purchaser was required to pay the Association a Capital Contribution in the amount determined by the Association. Adopt the possibility of Impact Fees to offset damage to infrastructure during a home's construction.	
7.06	In addition to all other assessments and the Capital Contribution provided hereunder, the Association is authorized to charge and collect from each Owner and thereupon remit to Common Property LLC any sums payable by such Owner to the Common Property LLC capital reserve fund.	In addition to all other assessments the Association is authorized to charge and collect from each Owner and thereupon remit to Common Property LLC any sums payable by such Owner to the Common Property LLC capital reserve fund.	Remove the references to the Capital Contribution. The Association no longer charges or collects nor does a purchaser pay the Association a Capital Contribution.	x
7.09 (d)	The Board may suspend the voting rights and right to use the Common Property of a Member while such Member is in default in payment of any assessment.	Voting rights and rights to use the Common Property are automatically suspended for a Member while such Member defaults in payment of any assessment.	Change "The Board may suspend voting rights" to an "automatic" suspension of voting rights and the use of Common Property if the Member defaults in payment of any assessment.	x

**2024 Mount Royal Airpark Property Owners' Association
Covenant and Restriction Amendments**

Version-3
3/22/2024

Section Number	Current Language	Amended Language	Recommendations	Adopted by Board
7.09 (f)	All amounts received by the Association in payment of assessment liens, claims, or judgments will be applied first to costs and attorneys' fees, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment , special assessments and individual assessment which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment, special assessments or individual assessments which are the subject matter of suit in the order of their coming due.	All amounts received by the Association in payment of assessment liens, claims, or judgments will be applied first to costs and attorneys' fees, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment , special assessments and <u>specific assessments</u> which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the annual assessment, special assessments or specific assessments which are the subject matter of suit in the order of their coming due.	Strike "individual assessment" and insert "specific assessment" to conform with the C&Rs. When describing individual assessment the term is not used; the C&Rs reference base assessments, special assessments, specific assessments.	x
8.03 (a)	Lot Improvements: Minimum Floor Area. Except as expressly provided below, improvements constructed on a Residential Lot may include a single-family home containing not less than 1,800 square feet of heated and air-conditioned living area and an attached or detached hangar covered aircraft port or ancillary structure. Improvements must be of conventional style and appearance, as determined by the ARB in its reasonable discretion, with a minimum roof pitch ratio of 4:12 and a minimum roof overhang of 18 inches. All attached or detached structures must be similar in architectural appearance and structural quality to the residential dwelling. All proposed improvements will be constructed in compliance with all applicable federal, state, and local laws, codes, ordinances, and requirements.	(a) Lot Improvements: Minimum Floor Area. (i) Residential Lot Improvements . Except as expressly provided below, improvements constructed on a Lot may include a single-family home containing not less than 1,800 square feet of heated and air-conditioned living area and an attached or detached hangar, <u>containing not less than 1,600 square feet of floor area</u> , or ancillary structure. <u>The total building floor area of not less than 3,400 square feet, inclusive of residential space and hangar space is required.</u> Improvements must be of conventional style and appearance, as determined by the ARB, with a minimum roof pitch ratio of 4:12 and a minimum roof overhang of 18 inches. All attached or detached structures must be similar in architectural appearance and structural quality to the residential dwelling. All proposed improvements will be constructed in compliance with all applicable federal, state, and local laws, codes, ordinances, and requirements.	Amend Section 8.03(a) and insert (i-iii) by subdividing lot improvements to clarify, minimum floor area for (i) residential lot improvements; (ii) Lots 71-88 (Berm Lots); and (iii) utility lots. Specify minimum area of a residential lot hangar. The term covered aircraft port was removed because only enclosed hangars are approved. Remove "reasonable discretion" terminology.	x
8.03 (a)	Notwithstanding the foregoing minimum stated floor area, improvements now or hereafter constructed on each of Lots 71-88 only may be comprised of a single family home or apartment containing not less than 800 square feet of heated and air-conditioned living area, as an integral part of a hangar structure containing not less than 1,600 square feet of floor area, with a total building floor area of not less than 2,400 square feet, inclusive of residential space and hangar space.	(ii) Lots 71-88 Improvements (Berm Lots). Notwithstanding the foregoing minimum stated floor area, improvements now or hereafter constructed on each of Lots 71-88 only may be comprised of a single-family home or apartment containing not less than 800 square feet of heated and air-conditioned living area, <u>connected to</u> a hangar structure containing not less than 1,600 square feet of floor area, with a total building floor area of not less than 2,400 square feet, inclusive of residential space and hangar space.	Amend Section 8.03(a)(ii) to strike "as an integral part" and insert "connected to" which provides ARB with ability to require "home" architecture as opposed to "industrial hangar" architecture.	x
8.03(a)		(iii) <u>Utility Lot Improvements</u> . Phase II Utility Lots are reserved for utilities or hangars exclusively. Phase III Utility Lots are for utilities, hangars, or hangars and homes adhering to the same requirements as section 8.03(a)(i). The Phase III Utility Lot on the berm is for utilities, hangar, or hangar apartments, adhering to the same requirements as section 8.03(a)(ii).	Amend Section 8.03(a) by inserting (iii) to formally describe improvements to utility lots.	x
8.03 (b) (xi)		Examples of accessory structures include garages, gazebos, swimming pools, and fences.	Amend Section 8.03(b)(xi) to insert examples of accessory structures.	x

**2024 Mount Royal Airpark Property Owners' Association
Covenant and Restriction Amendments**

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3/22/2024

Section Number	Current Language	Amended Language	Recommendations	Adopted by Board
8.03 (c)	Unacceptable Designs and Materials. Examples of unacceptable design and materials include, but are not limited to, 6 ft stockade fences, structures on pilings, log cabins, modular buildings, and wire fences. Unconventional designs and materials may, at the option of the ARB, be submitted to the Board for a final decision.	Unacceptable Designs and Materials. Unconventional designs and materials may, at the option of the ARB, be submitted to the Board for a final decision. (i) Examples of unacceptable designs include, but are not limited to, structures on pilings, log cabins, and modular buildings. (ii) Examples of unacceptable materials include, but are not limited to, the use of aluminum siding, metal siding, vinyl siding, six ft stockade fences and welded woven, barbed wire, and electric wire fences.	Amend Section 8.03 to clarify unacceptable designs and materials by delineating them in separate paragraphs and providing examples.	x
9.01	Residential Use. Subject to the Association's rights set forth herein, all Lots will be used exclusively for residential purposes. No Lot will be subdivided to reduce its size without written approval of the Board. No trailers, basements, mobile homes, or other buildings or structures other than a residential dwelling described herein will be used at any time as a Residence or guest housing, nor will any structure of any temporary character be used as a Residence.	Residential Use. Subject to the Association's rights set forth herein, all Lots will be used exclusively for residential purposes. No Lot will be subdivided to reduce its size without written approval of the Board. No trailers, basements, mobile homes, or other buildings or structures other than a residential dwelling described herein will be used at any time as a Residence, nor will any structure of any temporary character be used as a Residence. (a) No commercial activity will be permitted on any Lot without written approval of the Board. Board approval may be given provided: (i) The commercial activity is consistent with applicable zoning laws and regulations. (ii) Only legal Residents of the Lot engage in commercial activities on the Lot. (iii) In the opinion of the Board, the commercial activity does not adversely affect the residential nature of the community. (b) A Residential Lot may be leased provided: (i) The Lot and all structures are included in the lease. (ii) The period of the lease is not less than 12 months.	Amend Section 9.01 to insert paragraph (a) and (b) to clarify terms and conditions for residential property use. This addition, is intended to protect the Community from misuse by short-term tenants (e.g. VRBO, Airbnb, etc.) who have no stake in the Community.	x
9.03 (b) (vi)	Slip 6 is appurtenant to Lot 15; and	Slip 6 is appurtenant to Lot <u>27</u> ; and	Amend Section 9.03 to correct the Lot reference to Slip 6 from 15 to 27.	x
9.04 (e)	Open plane ports and hangars will be permitted for storage of aircraft, provided, however, that open plane ports may contain only operable aircraft.	Covered and enclosed hangars with doors will be permitted to store aircraft.	Amend Section 9.04(e) to conform with Section 8.03(a), only enclosed hangars, not airplane ports, will be permitted to store aircraft..	x
9.04 (g)	Fences and walls. Fences and walls will be permitted consistent with any and all applicable governmental regulatory agencies. Fences and walls constructed on any Lot must not create an encroachment onto another Lot, without the approval of the Owner of the other Lot and the ARB.	Fences and walls. Fences and walls must be approved by the ARB and must be consistent with any and all applicable governmental regulatory agencies. Fences are not allowed from the front of the house toward the street. Approved fencing materials include white vinyl (for concealment areas) or black wrought iron. Fences and walls constructed on any Lot must not create an encroachment onto another Lot without the approval of the Owner of the other Lot and the ARB.	Amend Section 9.04(g) to require approval by ARB, restricts location, and limits materials to white vinyl or black wrought iron.	x
9.06 (a)	Parking by Owners within Common Roads is prohibited and the Association is authorized to tow vehicles parked in violation hereof.	Parking by Owners, <u>tenants, and guests</u> within Common Roads <u>and grass areas</u> is prohibited (except for the parking area adjacent to the Indian Mound), and the Association is authorized to tow vehicles parked in violation hereof.	Amend Section 9.06(a) to clarify where Owners, tenants and guests may park.	x

**2024 Mount Royal Airpark Property Owners' Association
Covenant and Restriction Amendments**

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3/22/2024

Section Number	Current Language	Amended Language	Recommendations	Adopted by Board
9.06 (c)	No sign, billboard, or notice of any type or nature whatsoever, or advertising structures of any kind including, but not limited to, signs advertising a Lot for sale or lease, may be erected or displayed upon any Lot (including in any window), and/or Common Property, unless expressed prior written approval of the size, shape, content, and location, has been obtained from the Association, which approval may be withheld in its discretion. No Owner may hold an "open house," "estate sale," "yard sale," or "garage sale" without first obtaining the approval of the Association.	No sign, billboard, or notice of any type or nature whatsoever, or advertising structures of any kind except signs advertising a Lot for sale or lease, may be erected or displayed upon any Lot (including in any window), and/or Common Property, unless expressed prior written approval of the size, shape, content, and location, has been obtained from the Board, which approval may be withheld in its discretion. <u>For Sale signs are limited to 18" x 24" in size.</u> No Owner may hold an "open house," "estate sale," "yard sale," or "garage sale" without first obtaining the approval of the Board.	Amend Section 9.06(c) to clarify the size of the For Sale Sign that may be used in the Community. Clarified the Board, and not the Association, will approve open houses, estate sales, yard sales, etc.	x

March 19, 2024

Mount Royal Airpark Property Owners' Association, Inc.
Board of Directors
109 Airport Drive
Crescent City, Florida 32112

Re: 110 Airport Drive - Request for Commercial Activity (Construction Business)

Dear MRAPPOA Board of Directors,

As most of you know, I have been a part of Mount Royal Airpark since its inception in 1997. I had the distinct privilege of working directly for and with the owner/developer of Mount Royal Airpark, Dr. C. Paul Wilcox, for nearly a decade, before his untimely passing. During those 10-years, I was able to see the vision that Dr. Wilcox had for Mount Royal Airpark, and I am certain today that his vision has come to full fruition.

In January 2021, I had the opportunity to acquire the "Pink Hangar" at 110 Airport Drive from the Estate of Michael J. Martin. I bought this property for several reasons, but one of the principal reasons was for me to be able to legitimately conduct my construction business activities for Mount Royal Airpark from this location. As you know, there are several governing documents that apply to Mount Royal Airpark, but the two that specifically apply to my request are the 2005 Development Agreement for Mount Royal Airpark PUD and the Second Amended and Restated Declaration of Easements, Covenants, Conditions, and Restrictions for Mount Royal Airpark.

I would like to begin with the Development Agreement, Article 6, which is very specific to my property at 110 Airport Drive. As you know, this subject property is classified as a Utility Lot, which is a little different than most of the lots in Mount Royal Airpark. In Article 6.2 Uses and Structures, Section A, Subsection 2, it specifically states the following as an allowable use "*Hangar Office and temporary offices for construction on site subject to the restrictions provided in Section 11.8 of this agreement.*" It is my opinion that this specific clause allows me to legitimately run my construction business for Mount Royal Airpark from this location. I have been building and constructing in Mount Royal Airpark since 2006, and it is my strong desire to continue doing such for as long as possible.

The other governing document that we should consider is the Second Amended and Restated Declaration of Easements, Covenants, Conditions, and Restrictions for Mount Royal Airpark. I would like to start in Article IX, Use Restrictions, Section 9.01 Residential

Use, which states “Residential Use. Subject to the Association’s rights set forth herein, all Lots will be used exclusively for residential purposes, and no commercial activity will be permitted on any Lot without written approval of the Board, and consistent with applicable zoning laws and regulations.” This statement requires the board’s approval for me to conduct my construction business activities at this subject property. Furthermore, the Development Agreement, as previously mentioned, specifically allows this zoning use for this lot, which is another requirement within Section 9.01. In addition and perhaps most notably, there are no other lots within Mount Royal Airpark, Phase I, II and/or III that are given this explicit zoning use for hangar office and temporary offices through the Development Agreement.

Based on all of the above information, I hereby request board approval to continue conducting my construction business activity for the development of single-family homes and residential aircraft hangars for Mount Royal Airpark at 110 Airport Drive (Pink Hangar) for the next 5-years, concluding on March 31, 2029. Also, please know that I will continue to beautify this property with additional landscaping once the adjacent new construction project is completed. Lastly, as I truly hope you know, Mount Royal Airpark is tied to every fiber in my body and means a tremendous amount to my entire family. With that said, I want nothing but the best for Mount Royal Airpark and don’t want to do anything that will adversely affect its character, quality or neighbors.

I am genuinely grateful for your consideration in this matter, and as always, please let me know if you have questions or need any additional details to assist in this decision.

Best Regards

A handwritten signature in blue ink, appearing to read "Jason I. Sheffield", is written over the typed name and title. The signature is stylized and somewhat messy, with several loops and a long tail.

Jason I. Sheffield
Owner