



*Mt. Royal*  
**Airpark**

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**MT. ROYAL AIRPARK PROPERTY OWNERS' ASSOCIATION (MRAP POA)  
COVENANTS AND RESTRICTIONS COMMITTEE  
MT. ROYAL AIRPARK PAVILION  
109 Airport Drive  
Crescent City, FL 32112  
November 1, 2023  
6:30 PM  
MEETING MINUTES**

**COMMITTEE MEMBERS:**

Jeff Sager, Chairman  
John Gostomski  
Rebecca Poston  
Janet Simoneaux  
Bob Welsh

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**I. Call to Order- Jeff Sager**

The meeting was called to order by Chairman Jeff Sager at 6:28 PM. All committee members were present except Bob Welsh. Guests in attendance included Kevin Poston. The Chairman of the Board of Directors appointed this Committee to review the Covenants and Restrictions (C&Rs) and make recommendations to the Board of Directors for consideration.

**II. Business**

A. The Committee reviewed the Second Amended and Restated Declaration of Easements, Covenants, Conditions, and Restrictions for Mount Royal Air Park Property Owners' Association and had the following recommended changes to the Board of Directors.

1. Recitals:

Paragraphs A, B, C, and D: Update with 2014 information. It is noted in the August 2014 Second Amended and Restate Declaration of Easements, Covenants, and Restrictions for Mount Royal Airpark in the Recitals that the Association executes this Restated Declaration for the purpose of

superseding, amending, and restating the 2006 Declaration in its entirety. The 2023 revised C&Rs should contain similar language.

2. Article I. Definitions

a) Section 1.01. Definitions

- (1) "Accessory Uses and Structures" – The definition is included in Section 9.04, so there is no need to add a definition in this section.
- (2) "Capital Contribution" – Strike.
- (3) "Estates Association" -Strike Property and add Homeowners.
- (4) "Lot" - Strike any platted lot still owned by the Original Developer and not yet sold to a third-party purchaser.
- (5) "Plat" - strike plat or plats of and add a plot of land.

3. Section 3.02 Easements for Use and Enjoyment of Common Property.

a) ~~Any Owner may delegate their right of use and enjoyment in and to the Common Property to the members of their family, tenants, guests, and invitees.~~

4. Section 3.03 Assumption of Risk.

a) 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, BEARS, AND FOXES. THE ASSOCIATION WILL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND THEIR TENANTS, GUESTS, AND INVITEES ARE RESPONSIBLE FOR THEIR SAFETY.

5. Section 7.04 Specific Assessments.

a) The Board will have the power to levy Specific Assessments against a particular Lot within the Community as follows: to pay for repairs, maintenance of private roads during construction, administration, and reserve funds for future repairs and improvements. Also, to cover the costs, including overhead and administrative costs, incurred as a consequence of such Lot failing to comply with the Governing Documents or the conduct of the Owner or occupants of the Lot, their licensees, invitees, or guests; provided, the Board will give the Owner prior written notice and an opportunity for a hearing before levying in Specific Assessment under this Section 7.04.

6. Section 8.03 Architectural Review Requirements

a) Amend Paragraph (a) Lot Improvements: Minimum Floor Area. A subsection should be added to distinguish improvements for lots, berm lots, and utility lots.

b) Paragraph (b) (xi)- All Accessory Structures must be placed within the principal structure setback lines, except for water-dependent development, which may include, but not be limited to, seawalls, bulkheads, docks, and boathouses. Accessory structures may be defined as outdoor structures located on the same property as the house and used by its residents. Examples of accessory structures include garages, sheds, gazebos, swimming pools, and fences.

c) Amend paragraph (c) Unacceptable Designs and Materials to read. ~~Examples of unacceptable design and materials include, but are not limited to, 6ft 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. Examples of unacceptable designs include, but are not limited to, structures on pilings, log cabins, and modular buildings. Examples of unacceptable materials include but are not limited to aluminum siding, metal siding, vinyl siding, six-foot stockade fences, and welded woven, barbed, and electric wire fences.

7. Section 9.02 Aviation Activities

a) Move paragraph (c) to (a) to read The Board will permanently establish an Aviation Committee, comprised of qualified Owners who will serve at the pleasure of the Board, to assist and aid the Association with ground and air traffic. ~~The Aviation Committee will be empowered to recommend and oversee reasonable rules and regulations for Board approval regarding any and all aspects of aviation affecting the Community, directly or indirectly, including, without limitation, maximum noise levels for aircraft, size of aircraft, and this also includes the establishing of special rules for the use of streets and taxiways by aircraft and other vehicles, parking of aircraft, engine run-up areas and other activities peculiar to a fly in community.~~

b) Move paragraph (b) The Common Airstrip will be limited to use by single and multi-engine light aircraft not exceeding 12,500 pounds gross weight. Qualified Owners and qualified tenants, occupants, invitees, or licensees of the Association will be granted permission to use the Common Airstrip, subject to applicable rules and regulations that may be promulgated, modified, or rescinded by the Board from time to time to paragraph (c).

c) Distinguish Fixed Wing and Gyrocopter Operation Use and Helicopter Use activities to create paragraphs (d) and (e). (d) Fixed Wing and Gyrocopter Operation Use. The Owner, tenant, or occupant will have the right to taxi their aircraft on the streets of Mount Royal Airpark and to use the Common Airstrip. All Common Roads within Mount Royal Airpark will be jointly used by taxiing aircraft and vehicular traffic. All taxiing aircraft traffic on Common Roads will be given precedence over any and all types of vehicular and non-vehicular traffic. Aircraft parking within the Common Roads is prohibited.

d) Create a new paragraph (e) Helicopter Operation Use. The Committee recommends the Board appoint an Aviation Committee to provide recommendations for reasonable rules and regulations for Board approval regarding helicopter use of the Common Airstrip and taxiways and roadways.

8. Section 9.03 Boat Dock, Walkway, and Slips.

a) Amend paragraph (b) to read (vi)- Slip 6 is appurtenant to Lot 27; and

9. Section 9.04 Accessory Uses and Structures.

a) Amend paragraph to read (e) Garages and Hangars. Covered and enclosed garages with doors will be permitted for automobiles and recreational vehicles. ~~Open plane ports and hangars will be permitted for storage of aircraft, provided, however, that open plane ports may contain only operable aircraft.~~ Disassembled or otherwise inoperable aircraft must be kept only in an enclosed hangar.

10. Section 9.06 Use Prohibitions and Restrictions.

a) Amend paragraph to read (a) Motor Vehicles, Trailers, Etc. No boat, boat trailer, house trailer, camper, recreational vehicle, or similar vehicle will be parked or stored on any driveway, grassy area of the yard, or Lot for any period of time in excess of seven (7) consecutive days every two (2) months, except for loading and unloading and minor maintenance purposes, or unless otherwise authorized by the ARB. Moreover, no recreational vehicle will be parked on any portion of the Common Property unless such areas are specifically designated for recreational parking. Parking by Owners, tenants, and guests within Common Roads and grassy areas is prohibited, and the Association is authorized to tow vehicles parked in violation hereof, except for the Indian Mound.

b) Amend paragraph to read (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 Board 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 Board.

11. Section 11.02 Owner's Insurance.

a) How does the Association confirm each owner carries a minimum of one million dollars in liability insurance coverage on each airplane owned by such Owner?

12. Section 12.05 Suspension of Use and Voting.

a) Upon further review, the reference to ninety (90) days of delinquency may not be changed. Section 720.305(3), Florida Statutes, states if a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the association, the association may suspend the rights of the member or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine, or other monetary obligation is paid in full.

13. Ms. Poston will correct scrivener errors, grammar, punctuation, references to homeowners versus property owners, and address.

14. Committee Members will review the use of holiday decorations, minors driving motorized vehicles on roadways and taxiways, and distinguishing pet enclosures versus general-purpose fences.

B. Discuss the Process for Board of Directors and Membership Approval

Ms. Poston will prepare the minutes of the meeting, and Chairman Sager will update the Board of Directors at its November 8, 2023, meeting. Chairman Sager proposes a transparent review process and input from the membership regarding changes to the C&Rs.

C. Developers Agreement (also called PUD statement by the County)-

Chairman Sager and Bob Welsh reviewed the Developers Agreement and determined we, as a property owner association, create for our community covenants and restrictions that take priority over the Development Agreement.

D. New Property Owners C&R Affirmation-

The Committee suggested a document be created and provided for new residents during the closing process to ensure all residents are aware of the C&Rs as they contemplate beginning the building process.

E. Legal Review-

Chairman Sager indicated once input is obtained from the Board and Members a clean copy will be drafted for legal review.

### **III. Adjournment**

The meeting was adjourned at 8:45 p.m.