

# Covenants and Restrictions Updates

3/23/2024

Fellow Members of Mount Royal Airpark Property Owners Association:

A few months ago, the Board of Directors of our Association formed a committee to review the current Covenants and Restrictions document for our community. The goal is to clarify the language, remove any outdated or unnecessary rules, and add new rules that might be needed since the last time the document was updated in 2014.

The committee has been hard at work soliciting ideas and suggestions. The attached spreadsheet shows the changes that are currently under consideration. We want this to be open to all members to make suggestions, so we are asking you to review the changes we have made so far and to let us know what you think. The spreadsheet lists the sections of the C&R document being referenced for each potential change. You can obtain the current copy of the document from our community web site ([www.mrapppoa.com](http://www.mrapppoa.com) -> DOCUMENTS -> GOVERNING DOCUMENTS -> Covenants and Restrictions) and follow along to see what is being proposed. If you are unable to get a copy of the document from the web site, please let me know and I will obtain a paper copy for you.

No changes will be made without a vote by the association membership. We ARE NOT VOTING on these changes yet, we are simply asking for MORE INPUT. If you have new changes or additions you'd like to see, let us know. If you don't like the way a section is being proposed for change, let us know. Using the additional input, we will spend more time on this endeavor and sometime soon we will make a formal proposal to be voted on – but that comes later.

Please feel free to contact me with any questions and to offer suggestions for changes.



Jeff Sager, Chairman, C&R Committee

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**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, Mailboxes and Mailbox Kiosk. 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 "property owners' 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
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

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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



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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 <u>specific assessments</u> 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) <u>Residential Lot Improvements</u> . 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

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8.03 (c)	<del>Unacceptable Designs and Materials.</del> 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	<del>Residential Use.</del> 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.	<del>Residential Use.</del> 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. <u>(a) No commercial activity will be permitted on any Lot without written approval of the Board. Board approval may be given provided:</u> <u>(i) The commercial activity is consistent with applicable zoning laws and regulations.</u> <u>(ii) Only legal Residents of the Lot engage in commercial activities on the Lot.</u> <u>(iii) In the opinion of the Board, the commercial activity does not adversely affect the residential nature of the community.</u> <u>(b) A Residential Lot may be leased provided:</u> <u>(i) The Lot and all structures are included in the lease.</u> <u>(ii) The period of the lease is not less than 12 months.</u>	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.	<u>Covered and enclosed hangars with doors will be permitted to store aircraft.</u>	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)	<del>Fences and walls.</del> 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.	<del>Fences and walls.</del> 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

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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