

**RESTATEMENT OF THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**SKY PARK ESTATES**

This Restatement of the Declaration is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by the Property Owners of Sky Park Estates to consolidate all amendments since the original Covenants, Conditions and Restrictions (hereinafter CCR) in one document for the benefit of the Owners and others desiring to review the CCRs. Terms and conditions related to the original Developer that are no longer applicable have been removed, and all appropriate amendments that were intended to amend the CCRs are made a part of this Restatement.

WHEREAS, the undersigned represent the owners in fee simple of certain real property located in Okaloosa county, Florida, as more particularly described in section 1.2 of Article I, and;

WHEREAS, over the years changes have been made to By-Laws, Covenants, Conditions and Restrictions with those changes not always being placed in the proper documents. Changes to By-Laws that should have been CCR or otherwise. It is the Desire of the Association to simplify and correct our legal documents, and;

WHEREAS, it was the intention of the original developer and the applicable entities to ensure the development of the SKY PARK ESTATES which was designed as a “fly-in community” with the express purpose of accommodating an airport runway and airplane storage, and;

WHEREAS, the affected property has been subdivided and recorded as found in Plat Book 14, page 83, and the First Addition, in Plat Book 22, Page 30, in the official records of Okaloosa county, Florida, and;

WHEREAS, there is a need to specify, make and impose Covenants, Conditions and Restrictions to provide for the use and maintenance of a Residential Fly-In Community and the administration of the common areas in sky Park Estates.

NOW THEREFORE, this Declaration is restated and replacing those CCRs filed on February 16, 1996, in Book 1896, Page 0773 of the Official Records of Okaloosa County, Florida and all amendments filed thereafter, the real property described above in the public records of Okaloosa County, Florida, which has been sold subject to, and will be sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the “covenants” (or CCRs) hereinafter set forth. This Declaration becomes effective on the date and at the time it is filed in the public records of Okaloosa county, Florida, and continues to be so as restated herein.

## **ARTICLE I**

### **DEFINITION AND DESCRIPTION OF PROPERTY**

Section 1.1 – Definitions: The following words and terms when used in this Declaration in any supplemental Declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

- (a) “Association” shall mean and refer to Sky Park Estates Homeowners Association. The members of which shall consist of persons owning parcels or lots in Sky Park Estates, and any additions that may be here after made subject to these covenants.
- (b) “Undersigned” shall mean those persons currently owning the describe real property, or the authorized Officers of the Association as directed and approved by the Association members according to the terms and conditions of the Articles of Incorporation, By-Laws and CCRs.
- (c) “Lot” shall mean any parcel, improved or unimproved, as found described specifically in section 1.2 below.
- (d) “Common Areas” shall mean and refer to those tracts of land under common use such as the airstrip, taxiways, alleys, streets and easements owned by the Association.

Section 1.2 – “Property subject to Covenants and Restrictions”: The following lots or parcels are subject to these covenants: A subdivision of a portion a Section 17, Township four North., Range 24 West, Okaloosa County, Florida, recorded in the Plat Book 14, Page 83, and the First

Addition, in Plat Book 22, Page 30, known as SKY PARK ESTATES and SKY PARK ESTATES – FIRST ADDITION, and any other parcels that may be added.

Also, the following described real estate which contains lots or parcels which may become subject to these Covenants, Conditions and Restrictions as an addition to SKY PARK ESTATES, if and when zoned and plated in Okaloosa county:

The Northwest Quarter of the Southeast Quarter of Section 17, Township 4 North, Range 24 West, Okaloosa County, Florida; the Northeast Quarter of the Southwest Quarter of Section 17, Township 4 North, Range 24 West, Okaloosa County, Florida; the Southwest Quarter of the Northeast Quarter Section 17, Township 4 North, Range 24 West, Okaloosa County, Florida; the Southeast Quarter of the Northwest quarter section 17, Township four N., Range 24 W. Okaloosa County, Florida; and that portion of the Northwest Quarter of the Northeast Quarter of Section 17, Township 4 North, Range 24 West, Okaloosa County, Florida, (not included in the plat of SKY PARK ESTATES); that portion of the Northeast Quarter of the Northwest Quarter of Section 17, Township 4 North, Range 24 West, Okaloosa County, Florida, not included in the Plat of SKY PARK ESTATES.

## **ARTICLE II**

### **RESTRICTIVE COVENANTS**

Section 2.1 – No Lot shall be used for any purpose other than as residential and for aircraft hangar. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence, one aircraft hangar, or a combination of the two. Detached storage buildings or garages are not permitted except and until such time as the design and placement have been approved by a designated committee assigned to review and approve such construction or by the Association prior to beginning construction.

Section 2.2 – No stand-alone residence shall contain less than 1,200 square feet of heated living space.

Section 2.3 – All front, side and rear setback and lot line construction restrictions shall be as prescribed. No structures shall be within 50 feet of the aircraft runway easement. No structure

will be permitted within ten (10) feet of side lot lines. No building shall have more than two (2) stories.

Section 2.4 – No structure of any nature or character, including but not limited to a trailer, horse trailer, mobile home, manufactured home, camper, basement, tent, shack, garage, barn or any similar structure or vehicle shall be used or permitted to remain on any lot as a storage facility or residence. A one-time exception can be allowed for a camper trailer or motorhome being used as a temporary residence during actual construction of a permanent residence. This temporary residence shall under no circumstances remain on the lot for a period exceeding nine (9) months. A onetime extension of four (4) months may be granted provided substantial progress on construction is demonstrated.

Section 2.5 – No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs cats or other domesticated household pets may be raised and kept, provided such pets are not kept, bred or maintained for any commercial purposes.

Section 2.6 – No noxious or offensive activity shall be created or suffered to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or eminently become an annoyance or private or public nuisance.

section 2.7 – No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage or junk. All containers used for the collection, storage or disposal of solid waste materials shall be kept in a clean and sanitary condition.

Section 2.8 – No signs, billboards, or similar displays or advertisement (other than real estate signs during a time a property is for sale) will be permitted.

Section 2.9 – No unregistered automobile, truck, boat, boat trailer, house trailer, mobile home, camper, aircraft, or other similar vehicle shall be permitted to remain on any lot in excess of 48 hours unless it is housed within an approved structure or meets the conditions of Section 2.4, above.

### **ARTICLE III**

#### **ASSOCIATION**

Section 3.1 – To effectively and efficiently provide for the administration of the Common Areas by the lot owners, a nonprofit organization has been established, known as the Sky Park Estates Homeowners Association. The Association shall operate and manage the common areas, enforce the restrictions and covenants contained herein, and provide for the routine maintenance of the common areas, to include the airport runway, other Association owned property and easements.

Section 3.2 – The owner of each lot shall automatically become a member of the Association and assume responsibilities of section 3.1. The membership of such owner shall terminate automatically at the time that such person divests themselves or is divested of the ownership, interest, or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested. Decisions of the Association shall be by simple majority vote, with one vote per lot.

Section 3.3 – No person, corporation or other business entity holding any liens, mortgage or other encumbrances upon any lot or structure shall be entitled by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation or other business entity which acquired title to a lot or a lot and structure combination, either by foreclosure or by conveyance from its mortgagor or their successor or assigns.

Section 3.4 – In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Association shall have full power and authority to enforce all the provisions of this declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas.

## **ARTICLE IV**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 4.1 – The assessments levied by the Association shall be used exclusively for the improvements, maintenance, enhancements, enlargement and operations of the Common Areas. In no event shall the assessments or other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association’s non-profit status. Assessments will be billed based on an equal individual lot basis determined by using the total number of lots of the Association.

Section 4.2 – Nothing herein shall prohibit the owner of a lot or hanger from leasing the same and requiring the tenant to reimburse the owner for the maintenance assessments. The owner will certify to the Association the names of all leaseholders no later than the effective date of the lease.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

No building or structure and no fence or wall shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to, or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association or an Architectural Review Committee composed of three (3) or more representatives appointed by its Officers. In the event said designated committee fails to approve or disprove the design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required, and this article will be deemed to have been fulfilled.

## **ARTICLE VI**

### **LOT MAINTENANCE**

All lots must be mowed to a total height of no greater than eight (8) inches and must be cleared of debris. Clippings and mulch from mowing are specifically not defined as debris. Owners of lots not in compliance will be notified to come into compliance within thirty (30) days, or their property will be deemed noxious and/or offensive. The Association may have non-compliant lots mowed, and bill the owner(s) as necessary, per the Declaration of Covenants, Conditions and Restrictions of Sky Park Estates: ARTICLE II, Section 2.6

## **ARTICLE VII**

### **PROCEEDINGS AGAINST VIOLATORS**

Section 7.1 – Enforcement of these covenants or restrictions may be sought by the Association or by any owner or group of owners.

Section 7.2 – If the Association or any party attempting to enforce these covenants and restrictions shall prevail in any proceedings at law or at equity, such party or the Association shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such coverage and restrictions.

Section 7.3 – These covenants and restrictions shall run with the land for a period of thirty (30) years and they shall be a part of all deeds and contracts of conveyance for any and all lots and plats in this track and shall be binding on all parties and all persons claiming under them. These covenants and restrictions running with the land may be extended for an additional 30 years by a majority vote of the property owners.

Section 7.4 – In the event assessments or maintenance dues are not paid within thirty (30) days, the said sums shall be collected by:

1. NOTICE TO OWNER that if further proceedings be required to collect the amounts due, then attorney fees and costs will be added to the debt, or

2. FILING OF RECORD A LIEN UPON THE PROPERTY. The lien should be signed by the President of the Association and shall designate the description of the lot, the name of the record owner and the amount due, or

3. FILING A LEGAL ACTION IN THE PROPER JURISDICTION IN COURT, seeking enforcement of these covenants and/or payment of dues and/or assessments, along with attorney fees and court costs.

Section 7.5 – Any of these covenants may be changed or amended by a vote of two-thirds (2/3) of the property owners.



IN WITNESS WHEREOF, the following Sky Park Estates property owners have hereto set their hand(s) and seal(s), the day and year first above written.

WITNESSES

SKY PARK ESTATES BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Cleon T. Lacefield – President

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
Reddoch Williams – Vice President

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Gregg Costabile – Secretary/Treasurer

\_\_\_\_\_  
(print name)

( STATE OF FLORIDA  
(  
( COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ who were personally known to me or produced Driver’s licenses as identification, and who did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(print name)

My Commission Expires \_\_\_\_\_