

2024 SUN AIR NORTH RECREATIONAL VEHICLE SUBDIVISION RESTRICTIVE

COVENANTS AND RESTRICTIVE CONDITIONS; AMENDED AND RESTATED

Legal Description

Commence at the Northeast corner of the SW ¼ of the NE ¼ of section 29, Township 28 south, Range 28 East, Polk County, Florida, run S 0° 18' W, 25.0 feet to the point of beginning, said point being in the south right-of-way boundary of Jack Watkins Road; thence run N 89° 12' W, along the said South right-of-way boundary. 523.70 feet; thence run S 4° 40' E, 386.65 feet; thence run S 1° 32' 30" E, 255.17 feet; thence run S 77° 07' 30" E, 300.0 feet, thence run N 1° 32' 30" W, 186.08 feet; thence run S 89° 42' E, 209.75 feet; thence run N 0° 18' E, 170.0 feet; thence run S 89° 42' E, 660.0 feet, thence run N 0° 18' E, 350.0 feet to a point in the South right-of-way boundary of Jack Watkins Road; thence run N 89° 42' W, along the said South right-of-way boundary, 674.48 feet to the Point of beginning.

WHEREAS, it is the desire and intentions of the parties hereto to place covenants and restrictions on the real estate above described which are intended to and shall be construed to covenants running with the lands for the universal benefits of present and subsequent owners of said lands of parties hereto.

NOW THEREFORE, it is covenanted ad agreed as follows: That all parties and persons of every nature and kind whatsoever, hereafter acquiring any interest in any lands do so subject to the provisions herein contained, and any and all such persons acquiring any such interest from the said owners of any of their heirs or assigns shall, as part of the consideration for this transaction in which such interest shall or may be acquired, comply with and abide by all of the provisions herein contained as completely as if each of them had executed this instrument.

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT


INSTR # 2024041485
BK 13014 Pgs 1539-1548 PG(s) 10
RECORDED 02/22/2024 08:54:46 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$86.50
RECORDED BY madiashl

WITNESSETH:

WHEREAS, Jack M. Watkins, Sr. and wife Adrienne Pop Watkins, Sr. executed Sun Air North Recreational Vehicle Subdivision Restrictive Covenants and Restrictive Conditions on or above October 23, 1981, which were recorded on October 26, 1981 in Official Records Book 2048 page 152, public records of Polk County, Florida, and

WHEREAS, said Restrictive Covenants were amended by an Agreement for Modification of Restrictions dated January 19, 1982, recorded January 20, 1982 in Official Records Book 2062, page 1709, public records of Polk County, Florida, and by Amendment to Restrictive Covenants and Conditions dated December 1, 1986, and recorded December 10, 1986, in Official Records book 2480, page 450, public records of Polk County, Florida, and by that certain Second Amendment to Restrictive Covenants and Conditions dated June 18, 1987, recorded June 22, 1987 in Official Records book 2539, page 897, public records of Polk County, Florida

WHEREAS, at a meeting of the Board of Directors of Sun Air North RV Association, Inc. held on April 3, 1989, it was resolved that the Restrictive Covenants and Conditions be further amended; recorded April 6, 1989, in Official Records Book 2758, page 0036, public records of Polk County, Florida, and

WHEREAS, at a meeting of the Board of Directors of Sun Air North RV Association, Inc. held on February 21, 1994, it was resolved that the Restrictive Covenants and Conditions be deleted in their entirety and new Restrictive Covenants and Conditions were recorded April 13, 1994, in Official Records Book 3374, page 1993-2002, public records of Polk County, Florida, and

WHEREAS, at a meeting of the Board of Directors of Sun Air North RV Association, Inc. held on February 3, 2007, it was resolved that the Restrictive Covenants and Conditions be further amended as follows: recorded February 7, 2007, in Official Records Book 07165, pages 1235-1243, public records of Polk County, Florida.

WHEREAS, at a meeting of the Board of Directors of Sun Air North RV Association, Inc. held on February 3, 2018, it was resolved that the Restrictive Covenants and Conditions be further amended as follows: recorded February 23, 2018, in Official Records Book 10405, pages 863-871, public records of Polk County, Florida.

WHEREAS, at the monthly meeting of the Board of Directors of Sun Air North RV Association, Inc. held on December 10, 2019, it was resolved that the Restrictive Covenants and Conditions, recorded on 02/23/2018, described in the previous paragraph, be preserved from extinction as follows: recorded December 23, 2019, in Official Records Book 11083, pages 1331-1344, public records of Polk County, Florida.

WHEREAS, at the annual meeting of Sun Air North RV Association, Inc. members held on February 1, 2020, by a 2/3 majority of members present, it was approved that the Restrictive Covenants and Conditions be further amended and restated as follows: recorded February

20, 2020, in Official Records Book 11147, pages 1858-1866, public records of Polk County, Florida.

WHEREAS, at the annual meeting of Sun Air North RV Association, Inc. members held on February 5, 2022, by a 2/3 majority of members present, it was approved that the Restrictive Covenants and Conditions be further amended and restated as follows: recorded February 28, 2022, in Official Records Book 12135, pages 1302-1310, public records of Polk County, Florida.

WHEREAS, at the annual meeting of Sun Air North RV Association, Inc. members held on February 3, 2024, by a 2/3 majority of members present, it was approved that the Restrictive Covenants and Conditions be further amended and restated as follows: recorded February 22, 2024, in Official Records Book XXXXX, pages XXXX-XXXX, public records of Polk County, Florida.

I.

The purpose of these restrictions is to insure the use of the property for attractive recreational vehicle purpose only, to prevent nuisance, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the subdivision, and thereby to secure to each site owner the full benefit and enjoyment of his lot, with no greater restoration upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

All new buyers, tenants, or occupants must submit a completed Sun Air Occupancy form to any Board member following a rental agreement signing or settlement closing, but prior to occupying the property. Each lot is to be occupied by a single family. Single family shall be defined as "a group of one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in the unit and upon the lot." Sleeping in sheds or anywhere outside of the unit is strictly prohibited. Occupancy shall be limited to no more than two (2) persons per bedroom plus one (1) additional person eighteen (18) years of age or older or two (2) additional persons if such persons are under the age of eighteen (18).

II.

Ownership of lots shall be restricted to private individuals, precluding ownership by commercial or real estate enterprise.

No manufacturing or commercial enterprise, or enterprises of any kind for profit shall be maintained upon, in front of, or in connection with the site, nor shall said site in any way be used for other than strictly recreational vehicle purposes. This shall not be construed, however, as preventing the rental or lease of a site, but such rental or lease shall not be for a duration less than twenty-four (24) hours and shall not be for a duration of greater than six (6) months. The annual Association sponsored yard sale is excepted.

The following types of vehicles are prohibited in any portion of the community, except as a temporary expedience for loading or unloading, for a period not to exceed eight (8) consecutive hours, unless given prior approval from the Board of Directors, commercial vehicles (carrying a sign/lettering advertising a business or having commercial license plates); trucks, vans, service trucks, and trailers of any kind. Commercial vehicles contracted to perform maintenance, repair, or construction on a property will be allowed.

III.

Only recognized single family recreational vehicles and/or approved utility buildings (i.e. sheds) shall be permitted on recreational vehicle lots. The definition of a recreational vehicle shall be motor home, bus conversions, travel trailers, 5th wheel travel trailers, (all of the aforementioned with or without self-supporting hydraulic/electric slide out room extensions) and RV Park Models. There shall be no tents (any size), stand-alone screen rooms, tent campers, pop-up type travel trailers, Hi-Lo type travel trailers or the like permitted on or adjacent to owner's or renter's lot. Exception: the two (2) wheel auto tow-dolly, which may be stored behind motor home if it can be made to blend to the lot.

IV.

All other recognized recreational vehicles will be limited to having RV type attached awnings and/or attached portable manufactured aluminum screen rooms. All RV type awnings will be removed and stored in an enclosed area when owner/renter is not in residence.

Permanently parked 5th wheels shall also have the front overhang area skirted with fitted canvas curtains if any storage other than bicycles are there.

V.

RV Park Models will be single family units at least twelve (12') feet and no more than fourteen (14') feet in width and

will not exceed forty (40') feet in length. An addition can be added to an RV Park Model as long as it does not exceed the length of a forty (40') foot unit and does not make the total width of the Park Model plus room addition, more than twenty-four (24') feet wide or extend beyond the five (5') foot easement on the rear or sides of lot. Park Model to be set twenty-five (25') feet from edge of road (front side, excluding steps) with five a (5') foot rear setback.

VI.

All new construction including sheds, steps, porches, and/or additions to existing units must have the plans submitted to the Association Board of Directors prior to commencement of any work. When applicable, a Polk County Building Permit must be prominently displayed.

New sheds must be of wood frame construction with shingle or metal roof, siding of wood, aluminum, or vinyl and be on a concrete pad. Fastening and tying down of sheds will be determined by Polk County Building rules. Maximum size: 168 square feet and 9'6" in height. Sheds shall be maintained in good repair and kept well painted or stained.

No more than 2 Outdoor fiberglass (no metal) storage cabinets (no larger than 7' high x 5' wide x 3' deep) are permitted, provided the owner and the Board of Directors can agree on proper positioning on the lot. These cabinets can only be placed and securely fastened permanently on lots with a Park Model and/or shed. If used, by permission of the Board of Directors, on a lot not with a Park Model and/or shed, such cabinet would have to be removed as soon as there is no RV on the lot. County restriction of 5' rear setback is required also.

No garages, no free standing carports, or shelters are permitted on any lot.

Carports may be attached to the front or side of park models, with a Polk County Building Permit, and shall not be enclosed.

Exteriors of all structures, including concrete, shall be kept clean and free of mold and mildew. Rotting wood surfaces shall be repaired, painted to replace chipping, peeling or faded paint, and missing shingles replaced.

No recreational or playground equipment, including, but not limited to, swing sets, jungle gyms, swimming pools, play houses, trampolines and basketball poles/nets shall not be constructed upon, erected upon, placed, allowed or maintained on any lot overnight and must be stored inside and out of site at night.

VII.

No nuisance shall be allowed upon the property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents.

All parts of the property shall be kept in a clean and sanitary condition, and all utility connections, i.e., water, sewer, and electric, will at all times be adequate and in proper condition and in keeping with the prevailing government codes. No rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard to exist. Accumulation of building or other materials, machinery of any kind not customarily used to maintain premises and hazardous materials i.e.; batteries, etc. shall not be permitted.

Items such as lawn chairs, grills, picnic tables, and patio furniture that might be blown around by high winds, are to be stored inside or otherwise secured when the owner is away for an extended length of time. If such items cannot be stored in an approved shed, they are to be contained within the Park Model or RV unit.

The Association maintains dryers and an enclosed clothesline area at the Laundry Building. No clotheslines or clothes poles shall be permitted on any site. No hanging clothes outside shall be permitted on any lot.

VIII.

No vehicles or trailers shall be parked on grass anywhere within the subdivision - this includes Tracts A (Laundry Building site), B & C. Parking is only permitted on the concrete pad on each lot. Parking on any road right-of-way is allowable for no more than casual periods.

Parking of boats/trailers for purpose of loading, unloading, and/or servicing, will be permitted for 24 hours. For longer periods, permission may be granted by any Board member.

No boats, boat trailers, or utility trailers will be permitted to be stored on owners lots at any time, except for auto tow dollies, which are to be stored under or as close to the motorhome as possible. No unlicensed vehicle to be parked on any lot at any time.

IX.

No signs of any character shall be displayed or placed upon any site except a sign advertising a lot for sale or rent. Such sign shall not be larger in size than 24" x 24" and shall

extend no higher than 36" above grade level. Sign must be kept clean and in good condition at all times. Also excepted are political candidate signs (same size restrictions as above) - these may be displayed only two (2) weeks prior to an election date, and they shall be removed by the second day after the election.

No screening hedges or fences shall be permitted on any lot except for the rear of lots #1 through #25 on Fairview Dr. N. (which back up to Jack Watkins Road); and lots #110 through #124 on Rough Lane (which back up to the Patio Homes). Other than the rear of the excepted lots named above, all plantings shall be limited to landscaping flowers, shrubs, foundation hedges (36 inches and shorter), and trees.

The owner(s) of each Lot shall maintain their lot in a neat, uncluttered and orderly fashion. The grass must be trimmed to a maximum height of 6 inches and the shrubs, flowers, and trees pruned so the yard appears properly cared for. Garden areas must be kept alive and free of weeds.

Unused pots and landscaping materials must be kept inside and out of sight. Yard waste must be placed at the edge of the property in accordance with the yard waste contractor requirements.

Owners wishing to grow vegetables may not plant a garden, but with Board approval may plant a few individual plants within a flower or shrub area; also owners with Board approval may have potted vegetable plants as part of a landscape plan.

X.

No dogs, cats, or other animals or fowl shall be raised or kept upon the premises outside of the RV/Park Model home. Such pets will remain in the homes at all times unless under the leashed control of the owner. Pets shall not be tethered or fed outside. No nuisance such as loud barking dogs or other offensive acts will be allowed. Owners shall immediately pick up after their pets and not allow their pet to relieve themselves on any lot other than their own. There shall be no more than 2 pets per household.

XI.

Outside yard trash, i.e., lawn and shrub clippings, shall be properly contained and placed at curbside for pick-up. Other trash and garbage are to be placed in the dumpster provided for that purpose. Cardboard boxes must be broken down or cut into small pieces to consolidate dumpster space. No large ap-

pliances, televisions, tires, hazardous materials, etc. are to be put in the dumpster or left at the dumpster; these items are to be taken to the local landfill. Trash may not be left outside the dumpster.

In addition to the amount of the unpaid maintenance assessment(s), the Association may charge an administrative late fee for each installment due up to \$25.00 or 5% of the installment due, whichever is greater, or such higher amount as may be permitted by law from time to time pursuant to Florida Statute 720.3085, as same may be amended from time to time, and interest at the maximum rate allowed by law from time to time which is currently eighteen percent (18%). The Association shall be entitled to recover its costs of collection and reasonable attorney fees incurred. The claim of lien secures all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges, and reasonable costs and attorney fees incurred by the association incident to the collection process. The lien is effective from and shall relate back to the date on which the original restrictions were recorded except as otherwise provided by Florida Statute 720.3085, as same may be amended from time to time. The due date for any maintenance assessment shall be (the first day of each month if assessments are monthly or the first day of the calendar year if assessments are due annually) and shall be considered delinquent from such due date and subject to the imposition of late fees and interest if not paid within ten (10) days of the due date. Any payments received shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. Assessments are also the personal obligation of the owner of the lot and the owner is jointly and severally liable with the previous owner for any outstanding amounts. The collection of assessments, priority of the lien, liability for assessments, etc. shall be governed by and in accordance with the provisions of Chapter 720 of the Florida Statutes, as same may be amended from time to time.

XII.

These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all lots shown on the plat herein before referred to, their heirs, executors, administrators, successors, or assigns shall violate or attempt to violate any of these covenants or restrictions herein contained, it shall be lawful for any person or persons owning any property in Sun Air North to prosecute any proceeding at

law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from doing so or to recover for such violation, including cost of the suit and a reasonable attorney's fee.

The Board will attempt to notify the owner of any lot that is in violation prior to taking action in accordance with the Florida Statute Chapter 720. If an issue is not resolved within 3 days of attempting to notify the owner, the Association may propose the imposition of fines and notice shall be sent to the owner in accordance with Florida 720.305, as same may be amended from time to time. Fines may be levied up to the maximum allowed by said statute but there shall be no limitation on the amount of fines in the aggregate so that daily fines may be imposed for a continuing violation while the violation remains uncured and such daily fines will not be subject to any \$1,000.00 or such other cap. Further, fines in excess of the statutory maximum may be imposed where there is a repeat violation occurring within twelve (12) months of a prior violation of the same or similar nature.

Any invalidation of any of these covenants and restrictions shall in no way effect any other of the provision thereof, which shall thereafter remain in full force and effect. IN WITNESS WHEREOF, Sun Air North RV Association, Inc. has caused these Restrictive Covenants and Restrictive Conditions to be executed this 22nd day of February, 2024.

Signed, Sealed and delivered

In the presence of:

_____ Sun Air North RV Association, Inc.
Signature

Printed Name

Richard Neilson

Signature

BRYAN D. WHITNEY

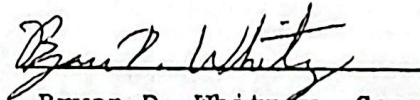
Printed Name

By:



Richard Neilson, President

By:



Bryan D. Whitney, Secretary

Corporate

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

9/10

Seal



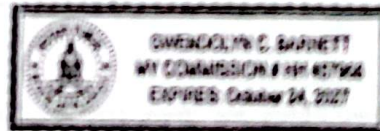
STATE OF FLORIDA
COUNTY OF POLK

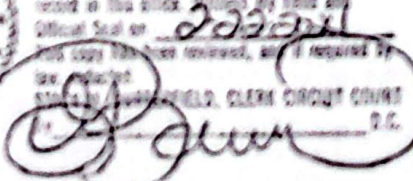
Before me personally appeared Richard Neilson, and Bryan Whitney to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named SUN AIR NORTH FLORIDA ASSOCIATION, INC. a corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 22nd day of February, 2024.


NOTARY PUBLIC

10/24/2027
my commission expires



STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true and correct copy of the document now of record in this office, before my hand and Official Seal on 2024
and copy therefrom retained, as required by law, subject to the provisions of the Florida Public Access to Records Act, Chapter 119, Florida Statutes.

Clerk of the Circuit Court
P.C.