STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA CONDOMINIUMS, TIMEShaRES, AND MOBILE HOMES

IN RE: PETITION FOR DECLARATORY STATEMENT

SEASCAPE OF LITTLE HICKORY ISLAND, INC.                      DS 2019-044

Case No. 2019036062

FINAL ORDER GRANTING IN PART AND DENYING IN PART PETITION FOR
DECLARATORY STATEMENT

The Department of Business and Professional Regulation, Division of Florida
Condominiums, Timeshares, and Mobile Homes (Division) hereby issues this Final
Order Granting in Part and Denying in Part Petition for Declaratory Statement pursuant
to section 120.565, Florida Statutes.

PRELIMINARY STATEMENT

On July 15, 2019, the Division received a Petition for Declaratory Statement
(Petition), from Dave Jaye, Larry Mayer, Dr. Tom Breyer, Linda Berkman, and Peter C.
Salamoun, (Petitioners), seeking a declaratory statement as to: (1) whether the twenty-
slip boat dock at Seascape of Little Hickory Island is considered a common element, (2)
whether the Association is permitted to selectively assess fees related to said twenty-
slip boat dock to the specific owners of the boat lifts; and, (3) whether the owners of the
boat lifts are in a position to be reimbursed for fees that have been paid to the
Association for the twenty-slip dock.

1. On July 15, 2019, The Division confirmed receipt of the Petition in a letter
sent to Petitioner.
2. On July 18, 2019, the Notice of Receipt of the Petition was published in the Florida Administrative Register.

3. On August 12, 2019, the Association submitted its Motion to Intervene and Response to Petition.

4. Petitioners did not request a hearing.

FINDINGS OF FACT

All of the facts presented in the Petition and provided by the interested parties were duly considered, included in the record, and form the basis of this order. The Division takes no position as to the accuracy of the facts and accepts them as submitted by the Petitioner for the purposes of issuing this Final Order Granting in Part and Denying in Part Petition for Declaratory Statement.

1. Petitioners are a group of unit owners of Seascape of Little Hickory Island, Inc. (Seascape), a condominium association governed under chapter 718, Florida Statutes (Condominium Act).

2. Seascape's property contains a twenty-slip dock connected to the waters surrounding Little Hickory Island. The dock is operated pursuant to a Sovereignty Submerged Lands Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. The docks are administered under the Rules and Regulations of the Association.

3. The Seascape docks are leased/assigned to Individual Unit Owners who are charged a pro rata share of the costs and expenses of the docks.

4. Seascape's Declaration contains the following relevant provisions in Sections 7.5 and 7.5.5:
(7.5) Boat Docks. Contiguous to the common elements of the Condominium is a waterway known as Big Hickory Pass. Riparian rights in these waters are part of the common elements of the Condominium. A number of berthing slips have been constructed within the riparian areas. The Association has entered into a Sovereignty Submerged Lands Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. Use rights in individual slips are assigned to the individual units. The docks are administered in accordance with the Rules and Regulations of the Association, as amended from time to time, including but not limited to the following:

(7.5.5) All Assignees (other than the Association) shall be responsible for their pro rata share (1/19th) of all costs and expenses incurred by the Association in connection with the Docks, including the Association’s Dock. The Association shall bill each Assignee an annual fee, payable quarterly, in an amount sufficient to cover all costs, including but not limited to, maintaining, repairing, replacing, and insuring the dock area as determined annually.

5. Petitioners, five of the nineteen Assignees of dock spaces, assert that the current fee arrangement is inequitable and unfair. Assignees specifically allege that they are required to pay the full amount for costs and expenses associated with the docks, while the docks remain open to all unit owners.

6. Seascape, in its response, states that the Association “charges a ‘use fee’ to the 19 slip assignees equivalent to the costs associated with the maintenance, repair, replacement, and insurance of the dock facility.”

CONCLUSIONS OF LAW

1. The Division has jurisdiction to enter this order pursuant to sections 718.501 and 120.565, Florida Statutes.

2. Section 120.565, Florida Statutes, provides in part:

(1) Any substantially affected person may seek a declaratory statement regarding an agency’s opinion as to the applicability of a statutory provision, or of any rule or order of
the agency, as it applies to the petitioner’s particular set of circumstances.
(2) The petition seeking a declaratory statement shall state with particularity the petitioner’s set of circumstances and shall specify the statutory provision, rule, or order that the petitioner believes may apply to the set of circumstances.

3. Rule 28-105.001, Florida Administrative Code, provides:
A declaratory statement is a means for resolving a controversy or answering questions or doubts concerning the applicability of statutory provisions, rules, or orders over which the agency has authority. A petition for declaratory statement may be used to resolve questions or doubts as to how the statutes, rules, or orders may apply to the petitioner’s particular circumstances. A declaratory statement is not the appropriate means for determining the conduct of another person.

4. Petitioners have standing to petition for a declaratory statement as unit owners of the association pursuant to section 718.103(28), Florida Statues.

5. The answer to petitioner’s question (1) is yes. The twenty-slip boat dock is a common element because it is a portion of the condominium property not included in the units. See § 718.103(8), F.S., (defining “common elements” as: “portions of the condominium property not included in the units.”)

6. The twenty-slip dock is connected to the waterways surrounding Little Hickory Island, and is not included as a part of any specific unit or units.

7. Regarding the Petitioner’s question (2), the division is unable to answer because the Division cannot issue a declaratory statement regarding the conduct of another. In this case, a group of unit owners is asking whether the association is permitted to selectively assess all fees related to the twenty-slip dock to the specific owners of the boat docks. The Division does not have the authority to issue guidance on the conduct

8. With regard to Petitioner’s question (3), the Division cannot properly issue a declaratory statement regarding conduct which has already occurred. The purpose of a declaratory statement is to allow petitioners to select a proper course of action in advance. Novik v. Dep’t of Health, Bd. of Med., 816 So. 2d 1237, 1240 (Fla. 5th DCA 2002). In other words, the benefit of declaratory statements is to avoid costly administrative action by selecting the correct course of action in advance. Id. So, because the action in this matter - i.e. the payment of fees - has already occurred the Division cannot properly issue a declaratory statement.

9. The Division finds that the Association is a substantially affected party, pursuant to sections 120.565(1) and 718.103(2), Florida Statutes. The Association thus has standing to intervene as a party. See Fla. Admin. Code R. 28-105.0027(1). The Association’s Motion to Intervene is hereby granted.

CONCLUSION

Having considered the facts and circumstances set forth in the Petition, it is ORDERED that the Division hereby GRANTS IN PART, AND DENIES IN PART Petitioners’ Petition for Declaratory Statement on behalf of Dave Jaye, Larry Mayer, Dr. Tom Breyer, Linda Berkman, and Peter C. Salamoun, and answers Petitioner’s inquiry as set forth above. This conclusion is based on the facts described in the Petition provided by Petitioners. Accordingly, this conclusion has no application in the event that the factual circumstances described herein are incorrect or change. The conclusion relies on the application of the provisions of the Condominium Act in effect as of the
date of this Order, and may not apply in the future if provisions of the Condominium Act pertinent to this conclusion are modified.

DONE and ORDERED this 2 day of December 2019, at Tallahassee, Leon County, Florida.

Boyd McAdams, Director
Department of Business and Professional Regulation
Division of Florida Condominiums, Timeshares, and Mobile Homes
2601 Blair Stone Road
Tallahassee, FL 32399-1030
NOTICE OF RIGHT TO APPEAL

THIS FINAL ORDER CONSTITUTES FINAL AGENCY ACTION AND MAY BE APPEALED BY ANY PARTY ADVERSELY AFFECTED PURSUANT TO SECTION 120.68, FLORIDA STATUTES, AND RULE 9.110, FLORIDA RULES OF APPELLATE PROCEDURE, BY FILING A NOTICE OF APPEAL CONFORMING TO THE REQUIREMENTS OF RULE 9.110(c), FLORIDA RULES OF APPELLATE PROCEDURE, BOTH WITH THE APPROPRIATE DISTRICT COURT OF APPEAL ACCOMPANIED BY APPROPRIATE FILING FEES AND WITH THE AGENCY CLERK, 2601 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-2202; AGC.FILING@MYFLORIDALICENSE.COM; FAX (850) 488-5761, WITHIN THIRTY (30) DAYS OF THE RENDITION OF THIS FINAL ORDER.
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Larry Mayer, 25800 Hickory Boulevard, #308, Bonita Springs, FL 34135; Tom Breyer, 25820 Hickory Boulevard, #208, Bonita Springs, FL 34134; Linda Berkman, 25810 Hickory Boulevard, #110, Bonita Springs, FL 34134; Peter C. Salamoun, 2917 Pleasant Drive, McHenry, IL 60052; and Dave Jaye, 8303 Waschull Drive, Washington Township, MI 48094 and Counsel for the Association, Goede, Adamczyk, DeBoest & Cross, PLLC, Richard D. DeBoest II, 2030 McGregor Boulevard, Fort Myers, FL 33901 on this 10th day of December, 2019.

Brandon M. Nichols
Agency Clerk's Office

Copies furnished to:

Nicholas Lee DuVal
Chief Attorney

In re: Petition for Declaratory Statement
Seascape of Little Hickory Island, Inc.
July 11, 2019

Department of Business and Professional Regulation
Division of Florida Condominiums, Timeshares, and Mobile Homes
2601 Blair Stone Road
Tallahassee, Florida 32399-1030  850-487-1395

RE: Discriminatory financial charges imposed by the Seascape Condominium Board or
Directors against 19 boat lift owners. Docket # 2019030002

Dear Investigators:

1. We formally Petition for a declaratory statement by your Division to investigate and rule on
Discriminatory financial charges imposed by the Seascape Condominium Board of Directors against
19 boat lift owners. Seascape condo rules require that only the 19 boat lift owners pay for all the
repairs, maintenance, permits, annual lease, insurance and construction of a 20 slip dock which is a
general property area that all 136 Seascape condo owners, their renters, friends and visitors can use
at no cost! (Exhibit 1). We dock lift owners even have to pay for the one boat slip dedicated to the
entire Seascape Community! The dock is a common element and an area in which all members of
the condominium association have use rights or from which all members receive tangible economic
benefits. The benefits include fishing, strolling wildlife watching and a view of the Back bay estuary
of the Imperial River. Many Seascape owners rent condominiums and advertise about the great
fishing at our docks.

2. The issues presented within the petition can be summarized into three questions:

A. Whether the twenty slip dock that is used by all owners at Seascape is considered a common
element. 718.108
B. Whether the Association is permitted to selectively assess all fees related to the twenty slip dock
to the specific owners of the boat lifts. 718.113 and 718.115
C. Whether the owners of the boat lifts are in a position to be reimbursed for fees that have been paid
to the association for the twenty slip dock. 718.113 and 718.115

3. However, the Seascape docks are common elements open for use by everyone just like the pool,
sports courts, etc. The Board of Directors of our 136 unit condominium shifts this common expense
dock repairs, maintenance, permitting, licensing and insurance to the 19 boat slip owners.
Seascape Manager Janet Kanes sent February 22, 2019 email "The Docks are open and
available to everyone". (Exhibit 2).

4. We do not request a hearing from the Division of Florida Condominiums, Timeshares, and Mobile
Homes since the issues of financial discrimination by the Seascape Board of Directors against the 19
Boat lift owners are clearly documented in this Petition for declaratory statement.

5. The Florida Statutory Basis of this Petition for declaratory statement is based on, but not limited
to:

718.104(4)(n) or the powers enumerated in subsection (3).
(11) INSURANCE.—In order to protect the safety, health, and welfare of the people of the State of
Florida and to ensure consistency in the provision of insurance coverage to condominiums and their
unit owners, this subsection applies to every residential condominium in the state, regardless
of the date of its declaration of condominium. It is the intent of the Legislature to encourage lower or
stable insurance premiums for associations described in this subsection.
(g) The percentage or fractional shares of liability for common expenses of the
condominium, which, for all residential units, must be the same as the undivided shares of
ownership of the common elements and common surplus appurtenant to each unit as
provided for in paragraph (f).
(j) Any portion of the condominium property that must be insured by the association against
property loss pursuant to paragraph (f) which is damaged by an insurable event shall be
reconstructed, repaired, or replaced as necessary by the association as a common
expense...

718.108 Common elements —
(a) "Common elements" includes within its meaning the following:
1. The condominium property which is not included within the units.

718.113 Maintenance; limitation upon improvement; display of flag; hurricane shutters and
protection; display of religious decorations.—
(1) Maintenance of the common elements is the responsibility of the association...

718.115 Common expenses and common surplus.—
(1) Common expenses include the expenses of the operation, maintenance, repair,
replacement, or protection of the common elements and association property, costs of
carrying out the powers and duties of the association, and any other expense, whether or not
included in the foregoing, designated as common expense by this chapter, the declaration, the
documents creating the association, or the bylaws.
(f) Common expenses include the costs of insurance acquired by the association under the
authority of s. 718.111(11), including costs and contingent expenses required to participate in a
self-insurance fund authorized and approved pursuant to s. 524.462.
(2) Except as otherwise provided by this chapter, funds for payment of the common
expenses of a condominium shall be collected by assessments against the units in that
condominium in the proportions or percentages provided in that condominium's declaration.

5. We believe that we are substantially affected by the statutory provisions cited and have standing
to seek a declaratory statement.

6. The Florida Department of Environmental Protection classifies our dock as a "20-slip docking
facility to be used exclusively for the mooring of recreational vessels in conjunction with an upland
residential condominium..." (Exhibit 3).

7. At a meeting of the dock lift owners in October 2017, after Hurricane Irma inflicted great damage
to the Seascape community dock, a majority vote of dock lift owners voted to challenge the position
of Seascape Board of Directors' financial discrimination of requiring only the 19 dock lift owners to
pay for all the dock repairs, maintenance, permits, annual lease insurance and construction.

8. This financial discrimination has been going on for decades. Seascape docks were built in 1984
as a community asset. Nineteen of the twenty boat slips were assigned to Seascape owners by a
lottery. The lottery winners paid $3,500 to the Seascape Condo Association for each boat slip.
Unfortunately some personality conflicts between dock owners and Board members occurred. That
historical animosity by a a few individuals still continues today, 40 years later! A partial list of the
financial discrimination against Boat lift owners includes:

9. On November 6, 1990 Boat Dock slip owners were forced to pay $114,000 in repairs. In 2002,
$168,834 in dock repairs. In 2004 the dock slip owners were forced to pay $128,468 for a total dock
replacement. In 2018 we 19 Dock lift owners were forced to pay over $100,000 to repair dock
damage by Hurricane Irma. We have made multiple attempts to bring this financial discrimination to
the attention of Condo presidents and individuals on the board of directors, but no adjustments have
been made or offered. Instead Seascape Board changed the Condo rules to require dock lift owners
to also pay the the 1/20 share of the association designed lift area! The Board response was that the
bylaws protected the association in spite of the unfairness of this Doctrine. Many changes have
been made on Condo records to preserve this assignment of all docks costs to the 19 boat lift
owners.
10. At several Condo Owners meetings, Condo Board Member meetings, and Dock Committee meetings, many dock lift owners have asked for action so that all 136 Seascape owners pay for the use of the general property of the Dock. The Condo Association Former President Dave DeGraff said, "Seascape Boards have always decided that only dock lift owners pay for repairs and maintenance. We don't have time to keep arguing the issue of who pays for the docks with you."

11. On May 14, 2019 the Seascape Board of Directors voted to bill the 19 lift owners $5,750 in for dock insurance (Exhibit 4). Soon the dock will be stained/ sealed and the cost of which will be charged again to only 19 boat lift owners not the entire 136 condo owners. Hurricane Irma caused extensive damage to our condo docks, resulting in the 19 slip owners being forced to pay $2,367 each, times 19 boat lift owners = $44,973 plus individual lift repairs. See attached 7-11-2018 email from Seascape Manager Janet Kanes which states that the Seascape board approved a $2,367 special assessment for Dock repairs to be paid by only Dock lift owners. (Exhibit 5) Boat lift owners are required to pay $328 for yearly dock maintenance fees (attached memo by Seascape Manager Janet Kanes 11-15-2018. (Exhibit 6) The dock repairs from Hurricane Irma were not completed until March 2019.

12. We hope the Department will rule the Seascape Community Dock should be treated just like all other common property including pools, tennis courts, shuffleboards, grill area, and basketball court whereby all condo owner are equally assessed the cost of maintaining, repairing, licensing and construction. We also seek full funding of reserves and upkeep for the Community Dock area just like the other community areas including the pool, tennis courts, shuffleboard, basketball, car wash and grilling areas.

13. We specifically ask that the Department rule that Seascape Board of Directors cannot discriminate charging only a small subset of 136 condo owners, the 19 dock lift owners, for entire repairs, maintenance, construction, annual lease and permits. We request a ruling of your Department consistent with the Equal Protection Clause, the 14th amendment to the US constitution which guarantees that all citizens have the right to equal protection by law.”

14. Seascape dock lift owners have financial and liability exposure, but we have no true ability to operate as typical Florida boat slip owners. For Example:

A. The Seascape Board requires the 19 boat lift owners to pay the full cost of all repairs, maintenance, construction and permitting and annual lease fees of this community asset, the dock, including the 1 boat lift berth owned by the Seascape Community. Seascape dock rules 7.5.5 (strike out made by the Seascape Board of Directors): “All boat dock owners Assignees (other than the Association) shall be responsible for their pro rata share (1/19th) of all costs and expenses incurred by the Association in connection with the replacement, repair and maintenance of all Docks the Docks, including the Association’s Dock. The Association shall bear all Assignee an annual fee, payable quarterly, in an amount sufficient to cover all costs, including but not limited to, maintaining, repairing, replacing and insuring the dock area as determined annually.” (Exhibit 1).

B. The Seascape Board requires the 19 lift owners bear the entire legal liability exposure if anyone gets hurt on while using the dock, even in an illegal fashion, while the Seascape Board allows unlimited access to the community docks 24/7 for all 136 Seascape owners, guests, and renters! Seascape board of directors operates this dock as a general community asset but we 19 must pay for the full legal liability of any injury and we must pay individually pay for the cost of any vandalism, theft, misuse and weather-related damages.

C. The Seascape Board gives a 2% discount to all condo owners who pay the all of the quarterly assessment fees in January. Seascape Board denies the 2% discount for Seascape Lift owners who pay the quarterly assessment fees in January. (Exhibit 8)

D. The Seascape Board determines all the dock rules and appoints the chair of the dock committee without a vote of the Dock lift owners. We dock lift owners cannot regulate dock users!

E. The Dock lift owners cannot rent our slips to anyone other than a Seascape resident.

F. Dock lift owners don’t have the code to the locked dock circuit breaker boxes. Seascape staff
don’t work most weekends, holidays and after 4pm leaving boat lift owners stranded when there are
problems which can be solved by a simple circuit breaker reset.

G. Dock Lift owners must get permission from the Seascape board on boat lift installation and
improvements. The Seascape Board required Dave Jaye to fill out a project approval to even put a
deck over Dave Jaye’s existing lift! (Exhibit 9).

H. Dock lift owners cannot put signs on our dock lift piers.

I. Seascape Board of Directors forced Dave Jaye, the owner of kayaks and a canoe, to pay for a
million dollar liability insurance policy even though the value, risk and attractiveness for theft is much
less for kayaks and canoes than power boats. (Exhibit 10)

J. Seascape Board restricted and then prevented access by boat slip owners to our boat lifts and
boats during repairs even when most our lifts were safe to use.

K. Seascape Board forced dock lift owners to replace wooden dock boxes with very expensive
plastic dock boxes. The Board outlaws common dock box size dimensions.

L. Seascape Board prevents dock lift owners from enhancing security fencing at the dock. Boat lift
owners frequently suffer from theft, vandalism and misuse of our boats, dock boxes and lifts.

M. Seascape Board reduced the size of boats from 30 feet to 25 feet even though the Florida
Department of Environmental Protection Underwater lease permit allowed 30 foot boat lengths. If
we lift owners could get permission to have 30’ rather than 25’ foot boats within the FDEP designated
area, the 19 boat lift owners and all 136 condo owners would very likely see an increase in the condo
valuation as wealthy 30 foot boat owners would pay a premium to have a dock lift so close to an
egress to the Gulf of Mexico. Seascape condominiums are only one community away from the tip of
Little Hickory Island and a pass to the Gulf of Mexico. Avid Boaters say that a 30 foot boat is
necessary for deep water boating.

N. The Seascape Board requires lengthy narratives on boat lift deed transfers requiring boat lift
owners to follow all the Seascape Board rules including the financial discrimination of paying 1/19th of
dock related costs. "Assignee does hereby agree, by acceptance of this Assignment, to be bound
by and to comply with covenants, terms, conditions, reservations, limitations, and restrictions set
forth in the various instruments referred to above..." (Exhibit 11).

15. We ask that the Division rule that since the docks at Seascape of Little Hickory Island are a
general common community property, that the Seascape Board of Directors charge each of the 136
condo owners equally for the cost of Hurricane Irma repairs and charge each of the 136 owners
equally for the maintenance and reasonable reserve funds for the dock starting in 2019 and going
forward. We the dock lift owners, ask also if the Seascape Association be responsible for restitution
of past costs. If previous dock lift owners no longer own the dock, then the restitution for past dock
improvements be assigned to a dock operational budget.

16. Thank you for your consideration of this petition for a declaratory statement about the
Discriminatory financial charges imposed by the Seascape Condominium Board of Directors against
19 boat lift owners.

Dave Jaye, Seascape Dock Committee Member, 25810 Hickory Blvd. #603 Bonita Springs, FL
34134-3649 Owner of Seascape Dock Lift #11 since 2004 586-488-5177 dave.jaye55@gmail.com
Summer/Fall address: 8303 Waschull Dr. Washington Township, MI 48094-2333

Larry Mayer Seascape Dock Committee Member, 25800 Hickory Blvd. #308, Bonita Springs FL
34135 847-840-5847 marketingheidi@gmail.com (daughter) Owner of Seascape Dock Lift #10 since

Dr. Tom Breyer Seascape Dock Committee Member, 25820 Hickory Blvd. #208, Bonita Springs, FL
34134 (262) 490-4913 jtbreyer@aol.com (262) 490-6723 Owner of Seascape Dock Lift #19

Linda Berkman raberkman@gmail.com 239-992-1020, 25810 Hickory Blvd. #110, Bonita Springs,
FL 34134 Owner of Seascape Dock lift #17
Peter C. Salamoun **Seascape Dock Committee Member**, psalamoun15@gmail.com 815-344-8158, 2917 Pleasant Drive, McHenry, IL 60052 Owner of Seascape Dock lift #4 since 2019.

Below are photos which illustrate the Seascape Condominium Buildings and common property:

Seascape Building and common property from Bay view. Bonita Beach Club Condo and their docks are shown just to our north

Seascape Building and common property from Gulf of Mexico view
Satellite views of Seascape of Little Hickory Island

View of Seascape common areas of basket ball court, tennis courts and docks
Seascape is located in Bonita Springs between Ft. Myers and Naples in S.W. Florida
CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Seascape of Little Hickory Island, Inc., a Florida corporation not for profit, does hereby certify that a Special Meeting of the members held on March 6, 2010, where a quorum was present, after due notice, the resolutions set forth below were approved by the vote indicated for the purposes of amending the Declaration of Condominium of The Seascape Condominium, Phase III, a Condominium, as originally recorded at O.R. Book 1279, Page 983 et seq., Public Records of Lee County, Florida, and the Rules and Regulations for Seascape of Little Hickory Island, Inc.

1. The following resolutions were approved by at least two-thirds (2/3rd) of the voting interests present and voting.

RESOLVED: That the Declaration of Condominium of The Seascape Condominium, Phase III, a Condominium, be and is hereby amended and the amendments are adopted in the form attached hereto as Exhibits "A" and "B" and made a part hereof.

RESOLVED: That the Rules and Regulations for Seascape of Little Hickory Island, Inc., be and are hereby amended and the amendments are adopted in the form attached hereto as Exhibit "C" and made a part hereof.

Date: 29th day of March, 2010

Witness - Signature
Homer Mayse
Witness - Print Name
Homer Mayse

SEASCPE OF LITTLE HICKORY ISLAND, INC., a Florida corporation not for profit

By: Linda Schneider
Linda Schneider, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29th day of March, 2010, by Linda Schneider as President of Seascape of Little Hickory Island, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced as identification and did take an oath.

Notary Public

Print Name

Seal: 

Janet L. Kanes
Notary Public - State of Florida
By Comm. Expires Dec 27, 2012
Commission # 02 843291
Bonded Through National Notary Assn.
EXHIBIT "A"

Proposed amendment changes to Article 7, Section 7.5 of the Declaration of Condominium

The Seascape Condominium, Phase III

Note: New language is underlined; language being deleted is shown in struck-through-type.

7.5 **Boat Docks** Contiguous to the common elements of the Condominium is a waterway known as Big Hickory Pass. Riparian rights in these waters are part of the common elements of the Condominium. A number of boat berthing slips have been constructed within the riparian areas. The Association has entered into a Sovereignty Submerged Lands Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, which is recorded in Official Records Book 2965, at Pages 716, et. seq., of the Public Records of Lee County, Florida, for the operation of a docking facility within the riparian area. Use rights in individual slips are assigned to individual units. The docks are administered in accordance with the Rules and Regulations of the Association, as amended from time to time, including but not limited to the following:

7.5.1 No boat vessel or boatlift shall be more than **28 twenty five** (25) feet long and occupy more than **forty five** (45%) percent of the berthing area between two finger piers or be placed closer than **three** (3) inches to the center line equally dividing two docking berths between two finger piers. Length and beam shall include all protrusions such as bow pulpits, swim platform, and bow rails.

Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A, as recorded with the Sovereignty Submerged Lands Lease Renewal No. 360022555, pages 7-12, and no portion of a vessel may extend beyond the leased premises. This shall include motors, bowsprits, pulpits, etc., when the vessel is moored in the water or placed on a boatlift.

7.5.2 No part of any boat, boatlift, motor, accessory, or protrusion can extend over the walkway, or finger piers, or outside the submerged leased land lease area, which is 28 feet from the walkway.

7.5.3 No docking berth may be used, transferred, or sold by its current owner except to a purchaser of the owner's respective condominium unit or to another member of the Association.

Unless the transfer of the use rights of a docking berth are to a family member, the Assignee must first offer that berth for sale to all current Seascape owners. If within thirty (30) days no owner at Seascape purchases the docking berth, the Assignee shall include the transfer of the docking berth in the sale of his condominium unit.
7.5.4 All Seascape residents or their guests will have the right to use the boat docking facility for fishing and strolling, including the horizontal main dock structure as well as the perpendicular piers, as long as they do not interfere with the docking or berthing of boats. Except for slip assignee no Seascape resident or their guest/s may cross into or in any way use, disturb, block or obstruct the area constituting the actual berthing space or the pilings used for boat lines and bumpers.

7.5.5 All boat-dock-owners Assignees (other than the Association) shall be responsible for their pro rata share (1/19th) of all costs and expenses incurred by the Association in connection with the replacement, repair, and maintenance of all Docks. The Docks, including the Association's Dock. The Association shall bill each Assignee an annual fee, payable quarterly, in an amount sufficient to cover all costs, including but not limited to, maintaining, repairing, replacing, and insuring the dock area as determined annually.
16. LEASING AND RENTALS. The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "rental" should be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. Owners and/or their agents must provide the occupants a copy of the Association's Rules and Regulations. No individual rooms may be rented and no transient tenants may be accommodated. Rent sharing and subleasing is prohibited. All leases or rentals for units purchased after March 6, 2010 shall be for a minimum period of seven (7) consecutive thirty (30) days (or one calendar month), and for a maximum period of one (1) year. All leases or rentals for units purchased prior to March 6, 2010 shall be for a minimum period of seven (7) consecutive days and for a maximum period of one (1) year. Unit owners may not rent their unit. However, these units may not be rented for a period of less than thirty (30) days (or one calendar month) more than three (3) times in any calendar year.
Proposed Amendment No. 2

Proposed changes to Rule 22 of the Amended & Restated Rules and Regulations
The Seascape Condominium-Phase III of Little Hickory Island, Inc.
Substantial Re-wording of Rule 24

Note: New language is underlined; language being deleted is shown in struck-through type.

22.0 Boat Docks

WHEREAS, Seascape of Little Hickory Island, Inc., (hereinafter referred to as "Association") is the successor in interest to Seascape of Hickory Point Condominium Association, Phase III, Inc. and is the corporate entity responsible for the operation and maintenance of the Seascapes Condominium, Phase III, (hereinafter referred to as "Condominium") as described in O.R. Book 1279 Page 983 et seq. of the Public Records of Lee County, Florida; and

WHEREAS, Association, acting through its Boat Dock Committee, constructed boat docks containing twenty (20) docking berths along the easterly boundary of the Condominium Property (the "Docks"); and

WHEREAS, Association has registered the Docks with the Department of Natural Resources of the State of Florida as a "Registered Grandfathered Structure", as evidenced by Grandfathered Structured Registration Number 360072; and

WHEREAS, the Association acting through the Boat Dock Committee, has sold nineteen (19) of the docking berths to members of the Association (the "Assignees") by bill of sale and has obtained use rights in to Berth No. 3 for use by all other members of the Association; and

WHEREAS, Association has entered into a Sovereignty Submerged Lands Lease No. 360022555, with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the use rights in the submerged land are subject to the provisions of the Sovereignty Submerged Lands Lease;

WHEREAS, the Association, acting through the Boat Dock Committee has transferred the use rights to the nineteen (19) Assignees and the Association, whose records of assignment, with any updates, must be registered and maintained in the official records of the Association;

<table>
<thead>
<tr>
<th>Name</th>
<th>Docking-Berth-Space-Number</th>
<th>Unit-Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>PEGGY ZIADIE</td>
<td>1</td>
<td>E-404</td>
</tr>
<tr>
<td>CHARLIE BAUSS</td>
<td>2</td>
<td>E-606</td>
</tr>
<tr>
<td>ASSOCIATION</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>STEPHEN CONWAY</td>
<td>4</td>
<td>D-404</td>
</tr>
<tr>
<td>ANTHONY BLANCANIELLO</td>
<td>5</td>
<td>E-207</td>
</tr>
</tbody>
</table>
The Association now establishes these new rules and regulations—replacing former rule 24—which governed the use of the boat dock area by the assignees.

22.1 Sublease of Sovereignty Submerged Lands Lease

Rule 1821.00405 of the Florida Administrative Code mandated that the Docks status as a Registered Grandfathered Structure terminate and the Association has entered into a Sovereignty Submerged Lands Lease No. 360022555 with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for the submerged lands upon which the boat docks are located. As a result of that, the Association entered into a formal lease with respect to the Docks at a fixed term and rental (the “Lease”). Assignees shall be bound by the terms and conditions of the Lease and acknowledge that their status as assignees Assignees of the consent of use as of the date hereof will immediately and automatically convert to that of permanent sublesses under the Lease. The Assignees shall be responsible for fees and rental payments which are due and payable to the State of Florida. Assignees shall remit their pro rata share of all such costs to the Association within 10 (ten) ten (10) days of receipt of demand by the Association so that Association may remit same to the Department of Natural Resources Department of Environmental Protection on a timely basis. The Association shall have the right to place a lien against an Assignee’s respective condominium unit in order to secure payment of any such sums. Said lien shall be foreclosable in the same fashion as liens granted to the Association under the Declaration of Condominium for non-payment of condominium assessments. The aforesaid lien rights shall also apply to other sums, which Assignees are obligated to remit to the Association. The Sovereignty Submerged Lands Lease entered into by the Association had an effective date of January 1, 1998. Application for renewal must be received by Lessor no sooner than one hundred twenty (120) days and no later than thirty (30) days prior to the expiration date of the current term thereof and must be renewed 30 days prior to its expiration, every five (5) years.

22.1.1 Any violation and/or fines resulting from a violation of the Submerged Lands Lease and/or survey of record shall be assessed to, and the responsibility of, the Assignee who has committed the violation.
22.2 Maintenance of Docks

Management, operation, repair, insurance, maintenance and replacement of the twenty (20) Docks shall be performed by the Association. The Assignees (other than the Association) shall be responsible for their pro rata share (1/19th) of all costs and expenses incurred by the Association in connection with the Docks, including the Association's Dock. The Association shall bill each Assignee an annual fee, payable quarterly, in an amount sufficient to cover all costs involved in maintaining, repairing, replacing, and insuring the dock area as determined annually. The annual fee for the following fiscal year shall be based upon the greater of the actual expenses incurred during the current year or $300. Each Assignee shall be individually responsible for damage to any portion of the boat docks caused by an Assignee, his boat, family member, and invitees or agent.

22.3 Insurance

The Association shall maintain in full force and effect property and general liability insurance, with terms and in an amount necessary to protect the Association and all its members from any injuries to person or property of all types and kind arising out of use of the Docks by those on the Docks and those using vessels within the docking berths. The cost of such insurance (including the cost attributed to the Association's Dock) shall be paid by the Assignees on a (1/19th) pro rata share. All boat owners are also required to maintain and pay for individual liability insurance for their boat operations, subject to a minimum bodily injury and property damage limit of $1,000,000 and provide evidence of insurance to the Board of Directors on an annual basis and when requested by the Board of Directors.

22.4 Restrictions

22.4.1 No vessel other than that which is registered with the Association may be docked by an Assignee.

22.4.2 No vessel other than that which has been registered with and approved by the Association shall be allowed to use the docking berth.

22.4.3 Each docking berth will bear the number of the unit of the applicable Assignee and may be used only by the Assignee, or the approved lessee of the unit. Docking berths cannot be used by any vessel, which is not registered to a Seascape unit owner or lessee of a unit. The Association's docking berth, or any docking berths the Association subsequently acquires, and finger piers leasing leading to any individual docking berth may be used by all members of the Association and their condominium lessees at no charge. However, no vessel may be docked at the Association's docking berth for more than seven (7) days (which may be extended upon approval of the Association provided there is sufficient docking berth time available at the Association's dock) and may only be docked upon submission of any application to the Association and prior written approval obtained therefore. No one other than the Assignee or his condominium lessee may use the Assignee's Assignee's docking berth anytime.
22.4.4 Assignees agree to abide by any additional reasonable regulations as may be promulgated by the Association's Board of Directors, including but not limited to reasonable limitations on vessel fueling, vessel maintenance and the maximum size vessel permitted to moor at the Docks.

22.4.5 Any lockers being placed at the docks, must be made of white fiberglass, in a size no larger than 8 ft. long, 2 ft. wide and 2 ft. deep, and must be placed on the west side of the walkway, directly in front of the Assignee's Assignee's dock. Lockers cannot be placed directly on the walkways and cannot be wider than the Assignee's Assignee's docking berth.

22.4.6 All boat lifts must be placed on their own individual pilings. Boat lifts cannot be connected to pilings that are part of the dock and walkways, or pilings being used to support the docks and walkways. All boat owners are responsible for the repair and maintenance of their boat lift, and any damage their boat or the boat lift might do to the docking area.

22.4.7 No vessel or boatlift can occupy an area of more than forty-five (45%) percent of the docking space available between finger piers. Pilings for lifts or the boats themselves cannot be placed closer than three (3) inches to the center line equally dividing two docking berths between two finger piers.

22.5 Sale of Docking Berth by Assignee

An Assignee may freely transfer his interest in a docking berth without restrictions, except as specifically provided herein.

22.5.1 Before transferring any docking berth with any condominium to someone other than a family member, an Assignee must first offer that berth for sale to all current Seascape owners. If within thirty (30) days no owner at Seascape purchases the docking berth, the Assignee can include the transfer of the docking berth in the sale of his condominium unit at Seascape.

22.5.2 No docking berth may be transferred except to a purchaser of the Assignee's respective condominium unit or to another member of the Association. A docking berth must be transferred within thirty (30) days of the transfer of Assignee's condominium unit, or Assignee shall thenceforth lose all rights to use such docking berth. At the expiration of such thirty (30) day period, the Association shall have the right to purchase the docking berth from the Assignee for the original consideration which Assignee paid for such docking berth. Any transferee of a docking berth interest shall have the right to verify with the Association that all sums which are due and payable to the Association with respect to the docking berth use right as set forth herein have been paid in full as of the date of conveyance in the same manner as a purchaser of a condominium unit. Any unpaid sums shall remain a lien against purchaser's condominium in the same matter as set forth in Section 718.116, of the Florida Statutes (1999), as amended from time to time. Changes in the assignments reflect in paragraph 2 (a) above shall be evidenced by the recording of a Certificate of Assignment in the Lee County Public Records.
22.3.3 As a provision of the Sovereignty Submerged Lands Lease all revenues generated from the sale or assignment of a docking berth must be tracked and reported to the State of Florida annually, along with six percent (6%) of the total amount of the revenue. The instrument or agreement by which the Assignee transfers or assigns the use right to a docking berth shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement be paid to the Lessee, who upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a docking berth shall also include a provision that clearly notifies the docking berth user/holder that no interest in said docking berth may be further transmitted unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said docking berth to each new docking berth user/holder.

22.6 Compliance and Default

The Association shall have the right to enforce against any Assignee or any of Assignee’s lessees by any proceedings at law or in equity in a court of competent jurisdiction in Lee County, Florida, all restrictions, conditions, covenants, reservations, liens, assessments and charges now or hereafter imposed by the provisions of this Assignment and in connection therewith, the Association shall have the right to recover any costs or fees, including attorney’s fees, in the same manner as common expense charges. In the event an Assignee fails to perform repair/s or perform any duty or responsibility under this Assignment for in a reasonable length of time, then the Association may perform such repair/s, duty or responsibility and bill the expense to such Assignee. Any expenses or sums which Assignee is obligated to pay pursuant to his Assignment and which Assignee fails to pay within ten (10) days of date due, shall bear interest at the rate of eighteen (18%) percent per annum from date due, or the highest rate permissible by law, and shall become a lien against Assignee’s condominium unit.

22.7 Boat dock Committee

The Board of Directors of the Association shall appoint a Boat Dock Committee, which shall make recommendations to all Assignees, who in turn, by majority vote, shall make recommendations to the Board of Directors of the Association. The Boat Dock Committee shall consist of at least three (3) assignees of use rights in boat berths, provided that one (1) member of the Boat Dock Committee shall be a member of the Association who is not an Assignee of use rights in a boat docking berth.

22.8 Reserve Account

The Association will establish a formal “Boat Dock Reserve” account to be funded exclusively by the Assignees. The amount to be contributed will be determined by a majority vote of all the Assignees, but initially it will be funded by a payment of $6 per month $15 per quarter, per Assignee. The reserve money will be used exclusively for repairs, leasing fees and future replacement of the boat docks. Reserve money expenditures will be determined by a majority vote of all Assignees.

22.9 Assignment

In the future no unit owner may be assigned or lease more than one slip. However, individuals who own more than one unit can be assigned a docking berth for each unit.
22.10 User

All Seascape Residents will have the right to use the boat docking facility for fishing and strolling, including the horizontal main dock structure as well as the perpendicular piers, as long as they do not interfere with the docking or berthing of boats vessels. No Seascape resident or guest other than slip Assignees asseiges may cross into or in any way use, disturb, block or obstruct the area constituting the actual berthing space or the pilings used for boat lines and bumpers.

22.11 General Boating Rules

22.11.1 No boat vessel shall be more than thirty feet long and occupy more than forty-five percent of the berthing area between two finger docks piers. Length and beam shall include all protrusions such as bow pulps, swim platform and bow rails.

Any vessel moored at the docking facility, on either a temporary or permanent basis, shall be wholly located within its designated wet slip as depicted on Attachment A, as recorded with the Sovereignty Submerged Lands Lease Renewal No. 360022555, pages 7-12, and no portion of a vessel may extend beyond the leased premises. Vessel length shall be measured as overall length, including all parts and accessories, such as outboard motors, bow pulps, and swim platforms.

22.11.2 No liveaboards are permitted.

22.11.3 All boats vessels shall be kept clean and in working order.

22.11.4 Unit owners and tenants must register all watercraft vessels with the Association. Proof of current registration and general individual liability insurance shall be required for their boat operations, subject to a minimum bodily injury and property damage limit of $1,000,000. Unit owners must supply evidence of insurance to the Board of Directors on an annual basis and when requested by the Board of Directors.

22.11.5 All boats vessels shall use proper tie up procedures to protect the dock and other boats vessels. This includes the use of adequate size and number of dock lines and the use of bumpers.

22.11.6 Any damage to the dock caused by an owner, an owner's boatlift, an owner's boat vessel or tenant's boat vessel shall be repaired and paid for by the dock owner.

22.11.7 No major repair or alteration to boats vessels shall be allowed on the premises.
22.11.8 A boat vessel's engine shall not be running before 9:00 a.m. or after 8:00 p.m. unless the boat vessel is actually leaving or returning to the dock.

22.11.9 No boat vessel owner shall use condominium property or docks to conduct any commercial activity whatsoever.

22.11.10 No kind of installation or alteration to the dock shall be permitted without written approval from the Board of Directors of the Association.

22.11.11 The dock shall be kept free of debris, equipment and hazards.

22.11.12 Docks shall not be used or leased by anyone who is not in residence at Seascape, except that owners not in residence may use their slips.

22.11.13 No Assignee shall construct a boatlift or other installation in an assigned boat slip without obtaining the prior written approval of the Board of Directors of the Association, which shall condition said approval on the following:

22.11.13.1 Submission of detailed plans, specifications, and product information containing the specifics of the proposed installation; and

22.11.13.2 An agreement by the Assignee to use a duly licensed and insured contractor for installation of the lift or other installations; and

22.11.13.3 An agreement by the Assignee to install only lifts and installments which meet the specifications under 22.11.14, as generated by the Board and or amended as the Board deems appropriate.

22.11.13.4 An agreement by the Assignee to execute a separate agreement indicating that the Assignee will maintain installment, will indemnify and hold the Association harmless for any injuries to persons or property or liability arising out of the construction of or use of the lift or installment, and such other conditions as the Board of Directors of the Association deems appropriate.

22.11.13.5 An agreement to obtain all necessary local, state, and federal approvals for such installation.

22.11.14 Future Boat Lift Specifications

22.11.14.1 All pilings used in the installation must match the original dock area pilings.

22.11.14.2 Pilings added for the installation of the lifts must be CCA pressure treated and at least 25 feet in length.
22.11.14.3 All hardware must be galvanized steel or stainless steel.

22.11.14.4 Electrical/electronic controls must be attached to the pilings at the end of the new extension on all motor lifts.

22.11.14.5 All electrical wiring must meet existing County electrical codes and be permanently installed by a licensed electrician.

22.11.14.6 The motor and drive system must be mounted on the canal end of the lift on all motor lifts.

22.11.14.7 The motor and drive system must be mounted to maintain as low a profile as possible.

22.11.14.8 Lifts of the same capacity must be installed in an identical a manner as possible to maintain a uniform appearance. All other installations must be similar when possible.

22.11.14.9 All users of the boat docks shall be responsible for any injuries to persons or property caused by such use.

22.11.14.10 No boatlift can occupy an area of more than forty five (45%) of the docking space available between finger piers. Pilings for lifts or the vessels themselves cannot be placed closer than three (3) inches to the center line equally dividing two docking berths between two finger piers.
SEASCAPE DOCKS

JK

Janet Kanes <seascapejanet@msn.com>
Fri 2/22/2019 12:23 PM

You:
Harry & Diane Powell,
Dave & Cyndy Hill:
SHAWN AND AMY ARTERBURN
+ 50 others

Hi,
The docks are all completed and open for everyone.
Enjoy.
Janet
Board of Directors Meeting
Seascape of Little Hickory Island, Inc.
May 14 2019

Present
Board: On-site - Ron George
Conference call - Christine Cook, Gary Swanson, Linda Schneider, Paul Larkin, Paul Bonenberger
Other: Janet Kanes, Seascape Manager

Call to Order - Vice President L. Schneider called the meeting to order at 10:00 AM.

Quorum and Notice - The Secretary certified a quorum was present and a notice had been properly posted.

Disposal of Minutes

Minutes of 03-09-2019 for the First Board Meeting:
L. Schneider suggested adding the statement "The word Security has been replaced by Access Control." Counsel has explained that 'security' in the project name implies more capability or services than the Fob system can deliver. He suggested 'access control' as a more accurate project name.
G. Swanson's motion to accept the minutes as modified was seconded by C. Cook and approved by unanimous vote.

Minutes of 03-09-2019 for the Second Board Meeting:
L. Schneider noted the second meeting of 03-09-2019 should be recorded as a 'Board' not a 'Special' Meeting. G. Swanson's motion to accept the minutes as corrected was seconded by C. Cook and approved by unanimous vote.
Note: At L. Schneider's request, 'New Business' preceded 'Old Business' at this meeting so resignations could be addressed first.

NEW BUSINESS

A. PRESIDENT'S RESIGNATION
L. Schneider reported Dave DeGraff has submitted an e-mail stating he will no longer be President or a Board of Directors member. C. Cook's motion to accept Dave's resignation was seconded by P. Larkin and approved by unanimous vote.
Counsel has advised that Seascape Documents allow the Vice-President to replace the President for the duration of the former President's term. Accordingly, L. Schneider will become Board President.

B. SECRETARY'S RESIGNATION
L. Schneider reported Paul Bonenberger has submitted an e-mail resigning as Board Secretary and stating he will remain a Board Member for the duration of this term. C. Cook's motion to accept Paul's resignation was seconded by G. Swanson and approved by unanimous vote.
R. George volunteered to serve as Secretary for the duration of the term. C. Cook’s motion to accept R. George as Secretary was seconded by P. Larkin and approved by unanimous vote.

C. BOAT DOCK INSURANCE

The boat slip owners and Insurance Committee recommend we sign to bind the Markel American Marine Insurance for wind and wave property coverage at $5,750. Property liability coverage for the boat docks will remain in effect on the Lexington policy until the Markel policy is in effect. P. Larkin’s motion to accept this recommendation was seconded by R. George and approved by unanimous vote pending verification of no loss of current coverage between the Lexington and the Merkel policies.

D. BOAT DOCK COMMITTEE CHAIR

All boat slip/dock work is completed and Suzanne Larkin is stepping down as Committee Chair but will remain on the committee. L. Schneider recognized Suzanne’s hard work and the project’s success and expressed the Board’s sincere appreciation for her efforts. R. George’s motion to accept Suzanne’s resignation was seconded by Gary S. and passed by unanimous vote. P. Larkin will inform Suzanne of the Board’s action.

The Board requests that another slip owner consider taking over the Committee Chair position.

E. VEGETATION TRIMMING and CONTROL

The Board directed Janet to work with the DEP and City of Bonita Springs to identify the protected and removable vegetation obstructing the beach view and specify allowable trimming and height ranges.

The Board suggested cutting vegetation to a 3 ft height, depending on the recommendations and guidelines of DEP and the City of Bonita Springs.

R. George’s motion to accept the Board’s recommendations was seconded by P. Bonenberger and approved by unanimous vote.

OLD BUSINESS

A. PROJECT UPDATES

J. Kanes reported:

- Hands-Free Security is working to finish camera wiring for the dock and sports courts.
- Carter Fence has added a fence and locking access door at the northeast corner of the sports court enclosure to the BBC wall.

B. FOB COSTS and DISTRIBUTION

Dolphin Way Fobs:

- Seascape will provide the Dolphin Way office with one fob for each of 75 units and one additional fob for the office at a cost of $5 each ($380 total).
- Janet’s time spent for fob administration will be included on the yearly Dolphin Way invoice.
- These fobs will be programmed for access to only the sports courts through the three gates on the enclosure’s west side.

Seascape Fobs:

- Seascape will provide owners, upon request, with up to two fobs per unit owned at no cost.
- These fobs will provide access through all gates to Seascape’s east side property with the exception of the boat dock gates.
SeaScape of Little Hickory Island, Inc.
25810 Hickory Blvd.
Bonita Springs, Fl 34134

<table>
<thead>
<tr>
<th>Bill To</th>
</tr>
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<tbody>
<tr>
<td>DAVID JAYE E-603</td>
</tr>
<tr>
<td>DAVID G. JAYE</td>
</tr>
<tr>
<td>1810 WICKHAM</td>
</tr>
<tr>
<td>ROYAL OAK, MI 48073</td>
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Amount due upo receipt. After July 31st there is a late fee of $25.00 and a $1.00 a day everyday thereafter

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<tr>
<th>Phone #</th>
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</tr>
</thead>
<tbody>
<tr>
<td>239-992-3113</td>
<td>239-992-7187</td>
<td><a href="mailto:seascapejanet@msn.com">seascapejanet@msn.com</a></td>
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<tr>
<td>Balance Due</td>
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</tbody>
</table>
SEASCAPE

Janet Kanes <Seascapejanes@msn.com>
Thu 1/4/2018 11:15 AM

You:

Dave,

On your check for the yearly maintenance fees. The amount should be $6906.00

1678 x 4 = 6712 minus 2% of 134 = 6578

plus your boat dock fees of 82 x 4 = 328.

Total would be $6906.

Your check #1536 is made out for $6578

did you want to bring another check for $328 or write another check for $6906 and get this check back?

Janet
Re: Documents regarding the Platform on top of existing Boat Lift #11

Janet Kann

Wed, 12/22/2011 1:17 AM

Dave,

for your record,
The Board has approved your installation of the attached.

Thank you!

- From: Dave Jare <rundwerks@gmail.com>
- Date: Wednesday, December 21, 2011 9:56 AM
- To: Executive Janet
- Cc: Paul and Suzanne Kanne

Subject: Documents regarding the Platform on top of existing Boat Lift #11

Hello, Janet,

As you requested, I am attaching the documents regarding the Platform on top of existing Boat Lift #11. I left a hard copy of these documents in your office mailbox.

1 and 1A Boat Lift and Repair will email you a copy of their licenses and insurance.

Dave Jare
ASSIGNMENT OF EXCLUSIVE RIGHT OF USE OF BOAT DOCK SLIP
KNOWN ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT is made this 28 day of February, 2019, by and between
SEASCAPE OF LITTLE HICKORY ISLAND, INC., a Florida not for profit
corporation, whose address is 25810 Hickory Blvd., Bonita Springs, Florida 34134
(hereinafter referred to as the “Assignor”) is in favor of, Peter C. Salamoun, as
Successor Trustee of the Peter V. Salamoun and Mildred Salamoun Declaration of
Trust dated September 21, 1991, whose address is 2917 Pleasant Drive, McHenry,
IL 60051 and/or 26800 Hickory Blvd #409, Bonita Springs, Fl 34134,
(hereinafter referred to as the “Assignee”).

FOR AND IN CONSIDERATION of the sum of Ten and NO/100 ($10.00)
Dollars in hand paid, and other good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, the Assignor hereby assigns, sets
over, and transfers to the Assignee the following:

The exclusive right of use of Boat Dock Slip No. 4 as identified and
graphically depicted in Exhibit “A & C” to the Declaration of Covenants,
Conditions, Reservations, and Restrictions of Dock Use For Seascape of
Little Hickory Island, Inc., as recorded in Official Record Book 1279,
Page 983, as amended in O.R. Book 3871, Page 2297, and as amended on
April 6, 2010 in Instrument No. 2010000085847 Page 13, all of the
Public Records of Lee County, Florida, and located as provided in Exhibit
“A & C” to said Declaration.

TO HAVE AND TO HOLD the same unto Assignee, and Assignee’s legal
heirs, representatives, successors, and assigns, subject to the covenants, terms,
conditions, reservations, limitations, and restrictions set forth in the Declaration of
Covenants, Conditions, Reservations, and Restrictions of Dock Use for Seascape of
Little Hickory Island, Inc. (and Amendments thereto) referred to above: the
Articles of Incorporation and ByLaws of Seascape of Little Hickory Island
Association Inc., as recorded in Official Record Book Page 13; that certain
Sovereignty Submerged Lands Lease recorded in Official Record Book 4160,
Pages 2062-2071, all of the Public Records of Lee County, Florida: and also
subject to such rules and regulations as may be promulgated from time to time by
the Seascape of Little Hickory Island, Inc.

ASSIGNEE DOES HEREBY agree, by acceptance of this Assignment, to be
bound by and to comply with covenants, terms, conditions, reservations,
limitations, and restrictions set forth in the various instruments referred to above, specifically including without limitation any and all duties of Assignee to report and remit appropriate portions of annual gross income in connection with any subsequent transfer of Assignee’s interest hereunder, as provided in Section 3 of the Sovereignty Submerged Lands Lease and the governing Declaration, as amended.

ASSIGNEE DOES HEREBY further agree to include a reference in the Assignment instrument associated with any subsequent transfer of the exclusive right of use referred to herein, specifically noting the duty to remit and report appropriate portions of annual gross income in connection with any subsequent transfers, together with a declaration that each succeeding instrument utilized to transfer the exclusive right of use interest contain a substantially similar disclosure.

Provisions:
A. This is notification to the wet slip purchaser that the wet slip sales agreement is subject to Sovereignty Submerged Land Lease No. 360022555.

B. When the Assignee subsequently transfers his right to said wet slip to another party, the agreement used to transfer the wet slip shall contain a provision that requires 6% of the gross income derived from said agreement for the wet slip be paid to the Assignor along with a 5.8% tax, (Seascape of Little Hickory Island, Inc.) who, upon receipt, shall report and transmit said amount to the Lessor (Board of Trustees of the Internal Improvement Trust Fund of the State of Florida).

C. To the Assignee, no interest in a wet slip can be further transferred unless a similar provision is placed in each succeeding agreement used to transfer the wet slip.

D. Attached to this wet slip user agreement is a copy of the survey and legal description approved by the Department of Environmental Protection that clearly identifies the slip being sold and the associated submerged lands on which the slip is located. Vessels are restricted to a length of 25 feet. Any vessel moored in the slip must be wholly contained within the leased premises. This shall include motors, bowsprits, pulpits, etc., when the vessel is moored in the water or placed on a boatlift.

E. Within 30 days after initial transfer or any subsequent transfer of each wet slip at the leased docking facility, Assignor shall report to the Department of