



## TREASURER'S REPORT

13 March 2026

I recommend that the attached report be accepted with the following comments:

1. In lieu of a complete Balance Sheet, I have extracted the assets (bank accounts) and provided below:

	General Fund	Impact Fund	Total
Checking/Savings as of 28 Feb 2026			
0-110.0 · Centennial #681	\$ 38,465.57		\$ 38,465.57
0-111.6 · Impact Fee Acct #022		\$ 184.29	\$ 184.29
0-112.0 · Centennial MM #X11	<u>\$ 900,845.64</u>		<u>\$ 900,845.64</u>
Total Checking/Savings	\$ 939,311.21	\$ 184.29	\$ 939,495.50

2. **Cash Balances** are DOWN a net of \$24K from EOM Jan to EOM Feb:

- a. The only deposits were \$8,415.87 (PayPal for Tractor Donations & Fun Run that still needs allocation between both), \$1,786.50 (MMA interest), and \$56,343.02 (Ad Valorem taxes)
- b. The major payments were \$2,562.30 (Sunset Dreams boat services), \$2,543.16 (BoCC Health Insurance-Feb), \$2,500.00 (SHC Rent), \$2,495.33 (PGIT Workman's Comp), \$2,468.45 (BoCC Health Insurance-Jan), and \$1,800.00 (Island Girl Cutlass Fire)

3. **QuickBooks Issues:** QuickBooks Online (QBOL) corrections to occur in Mar/Apr by Assured Bookkeeping, contract start o/a 18 Feb for \$975, as briefed by Chief during 27 Feb meeting.

4. **Profit & Loss:** I did not create a report for Feb because I have no confidence in many of the numbers, especially Pay & Benefits that are 70% of the operating budget; I'm hopeful that the QBOL data will be cleaned up NLT 10 Apr (in time for the quarterly filing to the IRS and in time to create a Mar P&L for the Apr meeting) but Pay & Benefits are clearly overspent

5. **Over Budget Labor Costs and Chief's Recovery Period:**

- a. One identifiable reason for excess Pay & Benefits spending is the 10+ weeks of Chief's post-surgery recovery since we paid for 4 firefighters on island each shift, physically able to respond to fire and medical calls, plus 100% Chief Wages & Benefits during that recovery period (we basically paid for a 5<sup>th</sup> firefighter 5 days per week for the recovery period that wasn't budgeted for until the Chief's return to full duty)
- b. Chief's base schedule is 5 days/week or 10 days per 2-week pay period; he was replaced for those weekly shifts for 10 weeks in FY26 (1 Oct - 9 Dec) or about 50 shifts; **this is an issue where Chief did OFFICE WORK during his recovery, nearly every day, but couldn't count as a firefighter**

c. The District paid monthly premiums for temporary disability insurance payments that Hartford Insurance paid sporadically, between Sep and Dec (they were not paid on any regular monthly or bi-weekly schedule; there were multiple gaps in those payments) so the District made regular payments to Chief during each 2-week pay period

d. Chief and I propose that:

- 1) Chief will repay the District, by payroll deduction each remaining pay period of FY26 for the Hartford payments that totaled \$12,694.22 in equal bi-weekly withholdings
- 1) Chief will forgo up to 10 days of his paid-time-off to offset part of that “fifth” firefighter cost that was paid during his convalescence period
- 2) Chief will remain on-island approximately 1 extra shift per pay period (saving the costs of a part-time FF, for the rest of FY26), until the budget variance is resolved

**6. Update on Chief Housing:** The UCFRD Board approved \$425,000 to purchase SHC Townhouse #66 (current rental housing for the Chief) at the 27 Feb meeting

- a. The SHC Board has 30 days (+/-) to review our purchase offer, once we can submit a request to transfer the membership (that apparently SHC’s manager is hampering by not providing a clean application, without entry errors that they have generated; See Encl 1)
- b. Once SHC provides a blank application, I can submit, and they accept as correctly filled out .. they can either approve it or reject it, based on their recent bylaws change (approved by the SHC Board on 6 Dec 2025 and recorded with the County on 10 Feb 2026; See Encl 2)
  - 1) The District entered into a rental agreement for the same townhouse in July 2025, as part of the transition of Chief Cottrell as our full-time Chief (from part-time UCFRD Chief/full-time Bonita Springs firefighter); this was the same townhouse that the District rented for former UCFRD Chief Pepper from Fall 2014 – Winter 2016
  - 2) The District’s lease included a right both to renew and to purchase and, based on the then rumored SHC bylaw change, the District was informed that we not only couldn’t renew the current 1-year lease when it expired, the District was informed that we would not be allowed to purchase the townhouse either, apparently creating the new SHC Bylaw to preclude our continued occupancy of the townhouse (or any other property in SHC)
  - 3) With current real estate values and the lack of long-term rental housing on the island, this SHC townhouse is the only affordable option for the District
  - 4) If SHC rejects our offer to purchase the SHC Townhouse that we have rented for Chief Cottrell since last July, we must make a decision by the Jul meeting on how to staff the district
- c. As a reminder, we pay \$19.15 for a FF-EMT, \$22.11 for a FF-P, and \$22.69 for an Officer (average cost for an hour against those 3 pay categories is **\$21.32**); for the Analysis of Alternatives, the choices are to:
  - 1) Find another rental that we can afford
  - 2) Convert the Chief’s contract from **5** on-island shifts/week, sleeping outside of the station to **2-1/3** shifts per week (1 shift on, 2 shifts off) sleeping in the station and replace the remaining **2-2/3**

shifts with part-time firefighters, at an additional cost to Island taxpayers of **\$80K** (\$21.32/hour x 24 hours/shift x 2.67 shifts x 52 weeks per year x 1.13 for FICA and Workman's Compensation) in FY27 and **\$15K in FY26** (this FY, for the last week of Jul, Aug and Sep) .. and we know that that schedule was insufficient when Martin worked it for fifteen months, 3 years ago

- 3) Convert the Chief's contract from **5** on-island shifts/week, sleeping outside of the station to **5 eight HOUR daylight shifts**, sleeping on the mainland, and replace those **5** shifts with part-time firefighters, at an additional cost to Island taxpayers of **\$150K** (\$21.32/hour x 24 hours/shift x 5 shifts x 52 weeks per year x 1.13 for FICA and Workman's Compensation) in FY27 and **\$30K in FY26** (this FY, for the last week of Jul, Aug and Sep) seems to be the only logical option with enough "office hours" to get the job done
- 4) All are bad options! Again, purchase of the townhouse has less than a 3-year break-even point, compared to converting the Chief to a day-time, 5 day/week position, that reduces the overall reserves by roughly the same amount (\$425,000 one-time purchase in FY26 vs \$425,000 in payroll in less than 3 years)

d. Failure to purchase the SHC townhouse before the lease ends means that the \$80K - \$150K in higher costs and reductions in reserves EVERY YEAR begins to occur in Jul 2026

- 1) It would appear that the SHC Board does not want the District's Fire Chief to reside anywhere in SHC
- 2) The first key question going forward really is, does a majority of the SHC membership support this bylaw change?
- 3) The second key question is whether Island taxpayers will support \$150K more in annual pay and benefit costs if the fire chief cannot reside on-island for the 5 shifts we contracted for

7. **District's Annual Line of Credit and the History:** The District has a current line of credit with Centennial Bank for \$500,000, renewed annually each July, upon approval by Board resolution. The line of credit allows draws for deposit into the District checking accounts, for use when cash balances can't support District operations or emergency requirements.

a. A former chair of the Board stated at the 27 Feb meeting that the line of credit (LOC) was established for use in the event of a natural disaster and that the Operational Reserves were never as low as they are now (or as I proposed to fund Chief Housing). That is clearly and demonstrably false.

b. I stated that the LOC was established during the recovery period after the Great Recession (FY09 – FY16 timeframe) to deal with the major decrease in property valuations from 2009 – 2015 and the subsequent gap between annual tax collections and approved spending. I also stated that after Hurricane IRMA (Sep 2017), that was the point that I started saying that the LOC was part of our emergency reserves, as I began to press to end maximum millage rates (and imposing higher taxes each year), either used for continually increasing spending or building ever higher reserve balances.

c. This is the history of the LOC, established in Jan 2012 for \$150,000 and the dates of use, as well as Operational Reserves, at the start and end of each fiscal year, as recorded in the annual audits filed with the State of Florida, and the amount of tax increases/decreases/millage rates. As can be easily seen for FY15 (the first year of the approved Special Assessment and doubling the daily staffing of fire fighters on the island), the draw occurred in Oct 2014 .. and then again in mid-Sep 2015, continuing roughly every 3 weeks to cover operational costs (such as mid/end of month payrolls). The LOC balance was paid off in mid-Dec 2015 when the County deposited the first major deposit of FY16 revenue:

Fiscal Year	Verified by Bank Statement				Reserves (From Audits)			Increased (Decreased) Taxes	Millage Rate	Audited Annual Spending
	LOC Limit	LOC Draw \$	LOC Draw Date	LOC Paid Date	1-Oct	30-Sep	Increase (Decrease)			
FY09								\$2,825	2.0900	\$601,220
FY10	No Line of Credit Existed					\$280,614		(\$4,348)	2.2900	\$560,220
FY11					\$280,614	\$200,155	(\$80,459)	(\$16,126)	2.5430	\$675,402
FY12	\$150,000	\$42,500	02-Jul-12	11-Feb-13	\$200,155	\$196,135	(\$4,020)	(\$1,200)	2.9960	\$642,713
FY13	\$150,000	Line of Credit Not Used			\$196,135	\$110,922	(\$85,213)	\$40,451	3.1470	\$692,417
FY14	\$150,000				\$110,922	\$115,263	\$4,341	(\$26,467)	3.7500	\$621,373
FY15	\$500,000	\$40,000	07-Oct-14	15-Dec-14	\$115,263	\$127,635	\$12,372	\$457,728	3.7500	\$1,165,723
FY16	\$500,000	\$40,000 \$80,000 \$20,000 \$30,000 (\$170,000) McDonald	15-Sep-15 13-Oct-15 02-Nov-15 13-Nov-15 Pepper	Audited         Unaudited Budgeted	\$127,635	\$188,027	\$87,338	\$37,293	3.7500	\$999,269
FY17	\$500,000	McDonald	Kinniry		\$188,027	\$366,944	\$178,917	\$18,032	3.7500	\$931,192
FY18	\$500,000	Byrnes	Kinniry		\$366,944	\$482,236	\$115,292	\$64,660	3.7500	\$1,082,483
FY19	\$500,000	Byrnes	Martin		\$482,236	\$570,765	\$88,529	\$64,660	3.4441	\$1,145,584
FY20	\$500,000	Byrnes	Martin		\$570,765	\$580,201	\$9,436	\$5,382	3.3120	\$1,200,329
FY21	\$500,000	Byrnes	Martin		\$580,201	\$615,186	\$34,985	\$17,820	3.3563	\$1,234,578
FY22	\$500,000	Byrnes	Martin		\$615,186	\$561,428	(\$53,758)	\$74,836	3.5000	\$1,707,638
FY23	\$500,000	Byrnes	Martin		\$561,428	\$600,920	\$39,492	\$95,568	3.1000	\$1,337,946
FY24	\$500,000	Rosen	Cottrell		\$600,920	\$766,027	\$165,107	\$6,528	3.1500	\$1,583,352
FY25	\$500,000	Rosen	Cottrell		Unaudited	\$766,027	\$475,533	(\$290,494)	(\$240,281)	3.6214
FY26	\$500,000	Rosen	Cottrell	Budgeted	\$475,533	\$491,562	\$16,029	\$101,945	3.7500	\$1,259,387



- d. There were six times that the Operational Reserve was at or below \$200K, every year from 1 Oct 2011 – 15 Dec 2016 (FY11, FY12, FY13, FY14, FY15, and FY16 (all during that former chair's leadership).
- e. Even after annual tax increases totaling \$258K during the former Chief Martin administration (FY19- FY23), those were the same years that Operational Reserves only increased \$119K (\$140K in net higher spending for those years); the difference was because of unusual costs during the Martin administration (Board Chair Byrnes, Vice Chair LaVallie, Treasurer Jenkins, Secretary Sward/Filipcjak, and Commissioner Fry/Rosen):
- 1) Construction of a "pole barn", originally approved by a 4-1 vote for \$155,000 in Sep 2020, with a final cost of \$261,000 after repeated change orders and scope creep in the construction contract that added walls, garage doors, electricity, lights, etc. when it was completed in Summer 2022
  - 2) Decision by the Board (4-1) in Oct 2021 to reduce the scheduled hours of Chief Martin/Deputy Chief Denison from 3.5 shifts/week to 2.3 shifts/week, at a cost of approximately \$75,000 annually for FY22 and FY23, without any change to their pay or benefits (essentially adding 60+ days of new paid-time-off for EACH chief that had to be covered with additional part-time firefighters on schedule) .. this was a RECURRING cost for FY22 and the first half of FY23, until both Martin and Dubrasky self-terminated
  - 3) Deputy Chief Denison's lawsuit against the district in FY22 that was settled for \$31,800 in alleged unpaid overtime (OT) plus \$10,000 to his lawyer (not including District legal costs for the board attorney Pringle)
  - 4) Deputy Chief Dubrasky's lawsuit against the district in FY23 that was settled for \$10,600 in alleged unpaid OT plus \$7,217 to his lawyer (not including District legal costs for the board

attorney Pringle) .. amazingly, neither Martin nor the Board implemented controls to eliminate the risk of unpaid OT after the Denison settlement the previous year (other than clarifying language in the Oct 2022 renewal of Martin's employment contract, negotiated by Filipczak, reviewed by Attorney Pringle, and approved by the Board (3-2)

- 5) Chief Martin's lawsuit against the district in Apr 2023 that was settled in Jan 2025 for **\$18,000 (plus \$10,000** from our insurance carrier after they declined to renew our legal liability coverage due to excessive lawsuits) in alleged unpaid OT plus **\$30,000** to his lawyer (not including District legal costs for the board attorney Mooney), despite a signed contract last negotiated by Filipczak, signed in Oct 2022 that clearly stated that Martin was an Exempt Employee under the Federal Fair Labor Standards Act (and not eligible for OT) ... and Martin agreed, then signed, and then renege
- 6) Purchase of a new Pierce 2022 fire engine/pumper with a 15-year lease/purchase agreement, approved by the board by a 5-0 vote in Sep 2021, first \$22,675 payment in Nov 2021, delivery in late Spring Summer 2022, damaged by Hurricane IAN in Sep 2022 (repaired with \$73,876 paid by insurance), second \$22,675 payment in Nov 2022, third \$22,675 payment in Dec 2023, totaled by the our insurance carrier in Jan 2025 after Hurricanes HELENE/MILTON, and our last payment of \$22,675 payment also paid in Jan 2025 (**total payments of \$90,700**, offset by our **net insurance proceeds of \$57,860** after the engine was totaled and the lease/purchase contract was bought out)
- f. Someone asked me: Why not buy Chief Housing with the LOC and protect the reserves? Explaining math is hard but I can't see the benefit of paying roughly 5.3% on the purchase (for nearly a year of interest payments each year) and then getting less than 2.5% on the bank interest for the reserves VERSUS paying the 5.3% for 2-3 months on \$300K .. borrowed in \$50K-\$60K increments every 2 weeks to cover operational costs. Am I stupid and incompetent? Possibly .. but not on this!

## 8. FEMA Submission Update:

- a. IAN: All submissions were complete on 7 Jan 2026 (at least no further questions or requests for invoices have been received), currently working through the FEMA process, and awaiting determinations
  - 1) FEMA typically limits up to 2 weeks for Emergency Staffing; former Chief Martin paid 1.5x OT to every firefighter for 60 days, including himself, we asked for reimbursement of \$45,645 for the first 30 days and \$59,225 for the 2d 30 days; I anticipate that all of our requests will be rejected
  - 2) For the costs to operate equipment (crew boat and trash water pumps) during the Emergency Period, we have documented \$20,636; I am hopeful that we will ultimately see something on this request
  - 3) For the costs of materials (chainsaws, PPE, etc.), we have documented \$10,313 for Emergency Purchases and \$6,887; I am hopeful that we will ultimately see something on this request
  - 4) For the costs to repair the Station, we had documented insurance losses of \$390,130 (we could afford to pay \$307,920 for repairs, compared to \$295,944 in net insurance proceeds after paying the Public Adjuster \$37,894 and meeting our \$57,192 deductible); I am doubtful that we see anything on this category
  - 5) For the costs to replace damaged equipment of \$267,169 against \$177,210 in insurance proceeds; I continue to hope that we might see a large percentage of this gap amount

- 6) Best case, I hope to see at least \$75K in assistance but we'll have to wait and see
- b. HELENE & MILTON (Emergency): We submitted for 4 weeks of 1.5x OT for Emergency Staffing after both hurricanes and have asked for reimbursement of \$39,623; I anticipate that our requests will be rejected
- c. MILTON (Recovery): All submissions are complete, working through the FEMA process, and awaiting determinations
  - 1) For the costs to replace damaged equipment of **\$290K (EXACT NUMBER DETERMINED BY TRACTOR/PTO Pump costs)** against \$183K in insurance proceeds; I hope that we see a large percentage of this gap
  - 2) So far, we've received \$10,000, most of the cost to repair our lift station to the SHC waste plant
  - 3) Best case, I hope to see at least \$80,000 in assistance but we'll have to wait and see

Treasurer  
[Bill.Fry@UpperCaptiveFire.org](mailto:Bill.Fry@UpperCaptiveFire.org)

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Shareholder  
Board Certified Specialist in Condominium and Planned  
Development Law  
Phone: 239.628.4928 Fax: 239.433.5933  
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12140 Carissa Commerce Court  
Suite 100  
Fort Myers, FL 33966

Northern Trust Building  
4001 Tamiami Trail North, Suite 270  
Naples, FL 34103

March 13, 2026

**VIA CERTIFIED MAIL NO.  
9414 8149 0337 9145 0130 26  
RETURN RECEIPT REQUESTED  
VIA FIRST-CLASS U.S. MAIL**

Robert & Connie Mustafa  
P.O. Box 1308  
Madison, IN 47250

**VIA CERTIFIED MAIL NO.  
9414 8149 0337 9145 0130 40  
RETURN RECEIPT REQUESTED  
VIA FIRST-CLASS U.S. MAIL**

Upper Captiva Fire Protection and Rescue  
District  
c/o Maggie Mooney Persson, Cohn,  
Mooney, Fernandez & Jackson, PA  
6853 Energy Ct.  
Lakewood Ranch, FL 34240

**Re: Safety Harbor Club, Inc./370 Townhouse Lane, #66 (Robert and Connie Mustafa)  
Sale to Fire District**

To Whom It May Concern:

Please be advised that this Law Firm represents the Safety Harbor Club, Inc. (the "Association") in that capacity, we have been directed to send this letter to the addressees listed above concerning the purported sale of Unit #66, currently owned by Robert and Connie Mustafa, to the Upper Captiva Fire Protection and Rescue District. Pursuant to the Estoppel Certificate request we received, we understand this closing is to occur on or about April 7, 2026.

**VIA CERTIFIED MAIL NO.  
9414 8149 0337 9145 0130 33  
RETURN RECEIPT REQUESTED  
VIA FIRST-CLASS U.S. MAIL**

Robert & Connie Mustafa  
370 Townhouse Ln., 66  
Upper Captiva, FL 33924

**VIA CERTIFIED MAIL NO.  
9414 8149 0337 9145 0130 57  
RETURN RECEIPT REQUESTED  
VIA FIRST-CLASS U.S. MAIL**

Dee DeSirant  
Waggoner & Bruehl PA  
5400 Pine Island Rd., Ste D  
Bokeelia, FL 33922

Other than the Estoppel Certificate request, the Association has not received any other information concerning this transfer as required by the Third Restatement of Amended Declaration of Covenants, Conditions and Restrictions of Safety Harbor Club, Inc. (the "Declaration").

Specifically, Article V, Section 24 of the Declaration discusses transfers and provides as follows:

**SECTION 24 - TRANSFER OF MEMBERSHIPS - Class A and Class C members must notify the Association's Board of Directors at least thirty (30) days prior to the transfer of Ownership.** The notification and request for approval of transfer shall be supplied by the Association along with the necessary documents, including but not limited to the Declaration of Covenants, By-Laws, Articles, and Rules and Regulations. A nominal fee will be charged for these documents. Failure to comply with this transfer procedure will cause the transfer to be considered null and void and/or a penalty fee may be applied not to exceed Two Thousand and no/100 (\$2,000.00) dollars. The Board of Directors or a membership committee of the Board shall be responsible for the membership transfer approval and shall not unreasonably withhold transfer permission. The Board of Directors shall be responsible in the approval of all Unit and membership transfers and, provided the necessary documents are obtained and the transfer procedure is followed, it shall be presumed that the transfer shall be approved unless three-fourths (3/4) of the members of the Board declare in writing that there is clear cut, convincing evidence that the transferee (a) has been convicted of a felony, or (b) represents a threat to the health or safety of the Club or its members, or (c) would otherwise interfere with the peaceful enjoyment of the Club by its members. Transfers may be withheld only upon written request of fifty (50%) percent of the members. (Emphasis added.)

Further, Article XIX of the Third Amended By-laws of Safety Harbor Club, Inc. ("Bylaws") provides as follows:

For clarification purposes and to further memorialize the intent of the Safety Harbor Club Articles of Incorporation, Covenants, Bylaws, and Rules and Regulations as promulgated from time to time. it is and has been the purpose of SHC to provide and promote a quiet, peaceful and family atmosphere in a natural island setting. SHC is a private community for the use of its members, guests, and tenants, and is not designed to be a resort. Its focus is to maintain the community as a place of solitude and tranquility. **In furtherance of these goals, owners/members of SHC must be natural persons and not** entities, corporations, businesses, or **governmental agencies.** Natural persons who choose to hold title in LLCs, trusts or other entities are permitted to do so, so long as the purpose is for limited liability, estate planning or other non-commercial or non-governmental uses. Renters and tenants must be natural persons.

This amendment shall not apply to memberships held by entities on the effective date of this amendment but shall apply upon the transfer of ownership of such membership. This amendment shall not apply to leases by entities on the effective

Robert and Connie Mustafa

March 13, 2026

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date of this amendment but shall apply upon the renewal of the lease and any future leases. (Emphasis added.)

To date the Association has not received an application to approve a transfer of membership of Unit #66, which must be provided at least thirty (30) days in advance of any transfer. As such, an application would be untimely for a purported closing to occur on April 7, 2026.

Additionally, and more importantly pursuant to Article XIX of the Bylaws cited above, transfer to a governmental agency is prohibited and will not be approved. In the event that parties attempt to proceed with the transfer of the Unit to a governmental agency in violation of the Governing Documents of the Community, the Association reserves the right to take any and all appropriate legal action against the buyer and the seller of the Unit to unwind that transaction and enforce the requirements of the Governing Documents.

In the event that the Association is required to take such action it will seek to recover its attorneys' fees and costs against any party as permitted to do so provided by law.

If you have any questions regarding this matter, please contact my office.

Very truly yours,



James Robert Caves  
For the Firm

JRC1/oms

cc: Board of Directors

**CERTIFICATE OF RECORDING  
AMENDMENTS TO THE THIRD AMENDED BY-LAWS OF SAFETY HARBOR CLUB,  
INC.**

THE UNDERSIGNED, being the Secretary of **SAFETY HARBOR CLUB, INC.**, a Florida not-for-profit corporation (the "Association"), does hereby certify that the foregoing Amendment to the Third Amended By-Laws of Safety Harbor Club, Inc. (the "Bylaws") was duly approved, adopted and enacted by the unanimous written consent of the members of the Board of Directors of the Association, effective as of December 6, 2025, as permitted by Article XIII of the Bylaws.

The Third Amended By-Laws of Safety Harbor Club, Inc. was recorded in Official Records Book 4479, Page 3791, as amended from time to time, all in the Public Records of Lee County, Florida.

**AMENDMENT TO THE BYLAWS**

Language being added is underlined and language being deleted is ~~struck through~~.

A new Article XIX to the Bylaws:

For clarification purposes and to further memorialize the intent of the Safety Harbor Club Articles of Incorporation, Covenants, Bylaws, and Rules and Regulations as promulgated from time to time, it is and has been the purpose of SHC to provide and promote a quiet, peaceful, and family atmosphere in a natural island setting. SHC is a private community for the use of its members, guests, and tenants, and is not designed to be a resort. Its focus is to maintain the community as a place of solitude and tranquility. In furtherance of these goals, owners/members of SHC must be natural persons and not entities, corporations, businesses, or governmental agencies. Natural persons who choose to hold title in LLCs, trusts or other entities are permitted to do so, so long as the purpose is for limited liability, estate planning or other non-commercial or non-governmental uses. Renters and tenants must be natural persons.

This amendment shall not apply to memberships held by entities on the effective date of this amendment but shall apply upon the transfer of ownership of such membership. This amendment shall not apply to leases by entities on the effective date of this amendment but shall apply upon the renewal of the lease and any future leases.

\*END OF AMENDMENT\*

IN WITNESS WHEREOF, the Secretary of Safety Harbor Club, Inc. has caused this Certificate to be made this 27<sup>th</sup> day of January, 2026.

WITNESSES:

[Signature]  
Signature of Witness  
Masey Stilson  
Printed Name of Witness

Address of Witness: P.O. Box 2276  
Pineeland, FL 33945

[Signature]  
Signature of Witness  
Marcy L. Makar  
Printed Name of Witness

Address of Witness: P.O. Box 2276  
Pineeland, FL 33945

SAFETY HARBOR CLUB, INC.

By: [Signature]  
John Tapper, Secretary

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27<sup>th</sup> day of January, 2026, by John Tapper of Safety Harbor Club, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is () personally known to me or who has ( ) produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
My Commission Expires: 8/23/29

19739203.1

Encl 2