

COCOA BEACH, FLORIDA

September 15, 2025

VOLUME 48, NUMBER 3

### A letter from your President...

Summer 2025 is behind us and so is the invasion of the Sargassum Seaweed. From all the hype the seaweed was getting in the news I thought it was going to be a bad year. Fortunately, we saw very little of it on our Seagull beach.

LeAnn and I arrived (Week 26) to a refurbished upgraded unit that had just been completed; thank you to the Owners that are donating their weeks back for the upgrades. Art and his crew did an outstanding job, and it looks great! Just to touch base on the "Volunteering my Unit for Maintenance Program." To the Owners that have given their week back for the "Upgrade" thank you, I know Art has a list of rooms already on his schedule.

In the Summer 2025 Newsletter it was announced that beginning January 2026; Seagull will be doing away with supplying unlimited household items. Guest will be provided a "Welcome Kit" to kick off your stay with us. Vanessa will cover what exactly is included in the kit in her update. Also, beginning in January we will have the return of the Monday Seagull Welcome Meeting (formerly Picnic & Meeting). This will be a Meeting giving our owners and guest an update on what is going on at the Seagull and will give an opportunity to ask Art or his designee any Seagull related questions you might have. Please don't use this meeting as a complaint session. Complaints should be addressed in writing to the Office and the Board.

At the July Board of Directors Meeting the Board approved the much-needed replacement of all the stairwell railings. The railings will be customed made, then installed and hopefully completed this Fall. The Board also approved an upgrade to our surveillance/camera system, this upgrade will not only bring Seagull up to date with the new Florida Statue, the new system also greatly enhances our coverage area.

While we are in the peak of hurricane season, keep your fingers crossed that Mother Nature will be kind to all of us for the remainder of the season. If traveling to Seagull through the end of November keep an eye on the forecast and monitor the Facebook page should a storm develop.

I want to give a shout-out to Steve, a District Rep from Winn Dixie (also a family friend of the Jones Family) for donating a shopping cart to us. This cart will come in handy carrying supplies and groceries to our units. Thank you, Tina and Shane, for helping in making this happen. Never underestimate the power of those beach conversations under the CoolCabanas!

Please respect the Check-In (4pm) and Check-out times (10am). Due to the time needed to clean and prep your unit, the cleaning crews need the unobstructed walkway space for the laundry and cleaning carts. If they are infringed on, it just prolongs the time needed to complete their task and will delay Check-In times. Be Respectful.

As an Owner, anytime you use, rent or loan your unit to someone. Any damage occurred to that Unit or Seagull property, ultimately is your responsibility.

Steve Horchar

### A letter from Seagull's Broker...

Dear Seagull Owners,

I hope you are all well! The Seagull Brokerage has been very busy this Summer!

I have had multiple inquiries regarding conveyance of ownership. In order to convey ownership, <u>ALL</u> current owners of the said week/unit must sign in front of a notary. There was confusion as to the party who pays the maintenance fee was the only person who needs to sign, this is not true.

I want to reiterate, that if someone calls you claiming they will relinquish you of your time-share responsibilities here at Seagull, if you pay them, it is a SCAM. If you no longer wish to keep your unit and don't want to go through the process of selling the unit, you are welcome to deed the unit back to Seagull in lieu of paying the maintenance fees at no cost to you.

This issue I am going to address is not directly a Brokerage issue, more so an ownership issue; however, it has been brought to my attention multiple times. The small difference between one-and-two-bedroom unit maintenance fees. We have sought legal advice from our attorney regarding this and if it was even a possibility to change. Our Declaration, which was adopted back when Seagull was established, has assigned the percentage of ownership per unit. In order to amend this, we would need a unanimous vote of <u>all</u> the two-bedroom units otherwise the amendment attempt would be futile. I hope this helps clarify the difference in maintenance fees, for a more in-depth explanation please call or email me.

If I can be of any assistance, please do not hesitate to reach out.

Vanessa Friedman

#### WELCOME KITS

Beginning January 1, 2026 we will provide Welcome Kits. These kits are designed to help get you started before you can get to the store. The welcome kit will include:

2 rolls of toilet paper
1 roll of paper towels
2 trash bags
1 box of facial tissues
2 bars of soap
2 dishwasher pods
2 make-up remover wipes
1 small bottle of dish liquid



### Update from your resort Manager .....

Everyone,

We have been busy at Seagull on a lot of different projects that hopefully will help enhance your next visit here at Seagull. We were finally able to secure a contractor to replace the railings in the stairwells. We started trying to get this taken care of a year ago, however, due to the hurricanes along the West Coast last year, the companies were tied up on that side of the state. This is projected to be completed by the end of the year. The company is manufacturing the new railings and as soon as that is completed, they will come install them.

As of today, we have replaced 11 A/C units, over 30 sofas, and have painted and put vinyl flooring in 10 units. Thanks to the owners that have volunteered their weeks to let us renovate the units with new flooring and interior painting. We have quite a few more that have been given to us for this project as well. The units really look great.

We are continuing to go forward with the contract cleaners for our Saturday turn-around days. We have been getting rave reviews on the cleanliness of the units, which makes it well worth the extra money knowing the outcome will be a pleasant one.

It will soon be week 38. This is the only week of the year when we can do things in the common areas and not have owners and guests inconvenienced while we accomplish those tasks.

Unfortunately, most everything we need to operate has gone up in price on top of the multiple different projects we are working on. Therefore, you will notice a small increase in your 2026 maintenance fees; however, our fees are still the lowest, by far, than any other time-share in the state. The staff and board work very hard to keep the maintenance fees at bay, but at this time it is inevitable. Speaking of maintenance fees, please see Vanessa's letter regarding the difference in the one-and two-bedroom unit assessment or contact her for further information.

Lastly, the staff we have now is the best that I have seen in my almost 32 years of employment here at Seagull. You should Thank them on your next visit; they work really hard to accommodate everyone and keep everything running as smoothly as possible for every visitor that comes to Seagull. I get many compliments from our owners, guests, and exchangers on their hard work and friendliness to all.

Thanks to all,



WEEK	2025	2026
1	Jan 04 – Jan 11	Jan 03 – Jan 10
2	Jan 11 – Jan 18	Jan 10 – Jan 17
3	Jan 18 – Jan 35	Jan 17 – Jan 24
4	Jan 25 – Feb 01	Jan 24 – Jan 31
5	Feb 01 – Feb 08	Jan 31 – Feb 07
6	Feb 08 – Feb 15	Feb 07 – Feb 14
7	Feb 15 – Feb 22	Feb 14 – Feb 21
8	Feb 22 – Mar 01	Feb 21 – Feb 28
9	Mar 01 – Mar 08	Feb 28 – Mar 07
10	Mar 08 – Mar 15	Mar 07 – Mar 14
11	Mar 15 – Mar 22	Mar 14 – Mar 21
12	Mar 22 – Mar 29	Mar 21 – Mar 28
13	Mar 29 – Apr 05	Mar 28 – Apr 04
14	Apr 05 – Apr 12	Apr 04 – Apr 11
15	Apr 12 – Apr 19	Apr 11 – Apr 18
16	Apr 19 – Apr 26	Apr 18 – Apr 25
17	Apr 26 – May 03	Apr 25 – May 02
18	May 03 – May 10	May 02 – May 09
19	May 10 – May 17	May 09 – May 16
20	May 17 – May 24	May 16 – May 23
21	May 24 – May 31	May 23 – May 30
22	May 31 – Jun 07	May 30 – Jun 06
23	Jun 07 – Jun 14	Jun 06 – Jun 13
24	Jun 14 – Jun 21	Jun 13 – Jun 20
25	Jun 21 – Jun 28	Jun 20 – Jun 27
26	Jun 28 – Jul 05	Jun 27 – Jul 04
27	Jul 05 – Jul 12	Jul 04 – Jul 11
28	Jul 12 – Jul 19	Jul 11 – Jul 18
29	Jul 19 – Jul 26	Jul 18 – Jul 25
30	Jul 26 – Aug 02	Jul 25 – Aug 01
31	Aug 02 – Aug 09	Aug 01 – Aug 08
32	Aug 09 – Aug 16	Aug 08 – Aug 15
33	Aug 16 – Aug 23	Aug 15 – Aug 22
34	Aug 23 – Aug 30	Aug 22 – Aug 29
35	Aug 30 – Sept 06	Aug 29 – Sept 05
36	Sept 06 – Sept 13	Sept 05 – Sept 12
37	Sept 13 – Sept 20	Sept 12 – Sept 19
38	Sept 20 – Sept 27	Sept 19 – Sept 26
39	Sept 27 – Oct 04	Sept 26 – Oct 03
40	Oct 04 – Oct 11	Oct 03 – Oct 10
41	Oct 11 – Oct 18	Oct 10 – Oct 17
42	Oct 18 – Oct 25	Oct 17 – Oct 24
43	Oct 25 – Nov 01	Oct 24 – Oct 31
44	Nov 01 – Nov 08	Oct 31 – Nov 07
45	Nov 08 – Nov 15	Nov 07 – Nov 14
46	Nov 15 – Nov 22	Nov 14 – Nov 21
47	Nov 22 – Nov 29	Nov 21 – Nov 28
48	Nov 29 – Dec 06	Nov 28 – Dec 05
49	Dec 06 – Dec 13	Dec 05 – Dec 12
50	Dec 13 – Dec 20	Dec 12 – Dec 19
51	Dec 20 – Dec 27	Dec 19 – Dec 26
52	Dec 27 – Jan 03	Dec 26 – Jan 02
53		

### SEAGULL BEACH CLUB Approved Annual Budget January through December 2026

Operating Fund Income ASSESSMENTS INCOME		TELEPHONE AND UTILITIES	
6113 · Annual Assessments	741,474	8520 · Electricity	42,000
6003 · Annual Assessments SGA Units	18,630	8530 · Gas W. Heater/Laundry/Pool	7.000
6116 · Property Tax Assessment	23,052	8490 · Telephone Equipment Fees	1,000
Total ASSESSMENTS INCOME	783,156	8540 · Telephone Local & Long Distance	4,500
RENTAL INCOME	700,700	8810 · Television Service	10,780
6200 · Gross Rentals Received		8550 · Trash / Dumpster	1,050
6202 · Gross Rents From Seagull Units	18,000	8535 · Water & Sewer	30,000
6201 · Gross Rents From Owners' Units	54,000	8815 · WiFi	5,940
Total 6200 · Gross Rentals Received	72,000	Total TELEPHONE AND UTILITIES	102,270
6205 · Less Amount Collected for Owner	(42,000)	INSURANCE	
Total RENTAL INCOME	30,000	8310 · Flood Insurance	27,600
SALES INCOME		8330 · Property, Liability & Umbrella	90,600
6024 · Brokerage Income	10,000	Total INSURANCE	118,200
6030 · Deed Recording Income	6,000	OPERATING EXPENSES	
6250 · Gain on SGA Units Resale	5,000	8603 · Annual Assessments on SGA Units	21,375
Total SALES INCOME	21,000	8842 · Activities/Picnic/Bingo/Socials	1,000
OTHER INCOME		8010 · Advertising (Net Unreimb)	500
6015 · Assessments on SGA - Rt to Use	15,000	8841 · Annual Meeting	1,750
6013 · Assessments on SGA - Resale	800	8410 · Auditors/Contract Fees	6,100
6110 · Investment Income (Loss)	12,000	8420 · Bank Charges	300
6112 · Late Charge on Assessments	5,400	8805 · Broker Fees - In-House	26,700
6224 · Laundry Income	3,500	8431 · City Permitting Expenses	500
6052 · Income Tax Refund 6114 · Merchandise Income	1 000	8415 · Computer Maint./Updates	1,000
6115 · Miscellaneous Income	1,000 1,500	8441 · Copier Maint & Printing	3,700 250
Total OTHER INCOME	39,200	8445 · Credit Card Fees (Net Unreimb)	3,000
		8012 · Deed Recording	,
Total Income	873,356	8817 · Depreciation Expense	<i>0</i>
Total Operating Fund Income	873,356	8820 · Dues & Education	500
Operating Fund Expense		8017 · Employee Mileage Reimbursement	750
SALARIES	67 205	8830 · Goodwill (Flowers, etc)	300
8110 · Housekeeping Salaries 8115 · Maintenance Salaries	67,385 50,908	8921 · Laundry Room Supplies	500 4,000
8120 · Management Salaries	158,080	8730 · Legal Fees - Foreclosures 8461 · Legal Fees - Other	1,000
8125 · Office Salaries	54,350	8013 · Licenses/Permits	1,000
8140 · Security Salaries	45,625	8014 · Merchandise Purchase	1,000
8150 · Bonus	9.408	8015 · Miscellaneous Expense	500
Total SALARIES	385,756	8850 · Office Supplies	3,500
EMPLOYEE BENEFITS	000,100	8880 · Postage	3,500
8175 · IRA Matching	7.161	8860 · Radios/Emergency Phone	100
8196 · Payroll Service	11,573	8895 · Video Supplies	50
8170 · Payroll Taxes - SGA	38,190	Total OPERATING EXPENSES	83,075
8180 · Staff Insurance Medical	17,000	TAXES	
8195 · Workmans Compensation	6,172	8024 · Fees Payable to the Division	3,672
8190 · Uniforms	500	8021 · Property Tax - Real & Personal	23,052
Total EMPLOYEE BENEFITS	80,596	8025 · Income Taxes	0
HOUSEKEEPING		Total TAXES	26,724
8660 · Contract Services - Hskpg	23,100	OTHER OPER (INCOME)/EXPENSE	
8911 · Furnishings	3,000	6985 · UnallocPrYr OpFd (Surp)/Deficit	80,650
8930 · Linens	10,000	9000 · Contingency	(89,535)
8914 · Supplies-Housekeeping	12,000	8892 · Rent for Common Facilities	0
Total HOUSEKEEPING	48,100	Total OTHER OPER (INCOME)/EXPENSE	(8,885)
MAINTENANCE & EQUIPMENT		Total Operating Fund Expense	873,356
8609 · Annual Inspections (All)	2,500	Net Surplus (Deficit) from Operating Fund	0
8607 · Contract Labor - Maintenance	3,500	Other Funds' Income/Expense	
8615 · Elevator w/Phone Service	6,200	6119 · Reserve for Replacements	89,964
8611 · General Maint. & Supplies	14,000	6215 · Interest on Reserve Funds	13,000
8630 · Lawn Maintenance & Pest Control	3,950	Total Other Income	102,964
8640 · Pest Control (Rooms)	1,620	Other Expense	
8620 · Pool Furniture, Etc.	1,500	8016 · Reserve Expenditures	102,964
8650 · Pool Supplies	3,500	Total Other Expense	102,964
8608 · Tools and Equipment	750	Net Surplus (Deficit) from Other Funds	0
Total MAINTENANCE & EQUIPMENT	37,520	Total Surplus (Deficit) for All Funds	0

## SEAGULL BEACH CLUB 4440 OCEAN BEACH BLVD COCOA BEACH, FL 32931



# **2026 INVOICE & INTENT ENCLOSED!**

# FIRST NOTICE OF ELECTION OF DIRECTORS FOR THE SEAGULL CONDOMINIUM ASSOCIATION

Notice is hereby provided that the annual election of the directors of Seagull Condominium Association, Inc. will be held on January 10, 2026 at noon in Cocoa Beach, Florida.

VOTING: The election will be conducted by written ballot – said ballot to be provided in the second notice of election in December. Members will be entitled to one vote per unit owned.

CANDIDATES FOR THE BOARD: Any unit owner or one eligible person desiring to become a candidate for election to the board shall provide written notice to the association at the address provided herein by:

- a. Personal delivery
- b. Certified mail, return receipt requested
- c. Regular U.S. mail
- d. Facsimile
- e. Telegram

Address: 4440 Ocean Beach Blvd, Cocoa Beach, FL 32931

The written notice of your desire to be a candidate must be signed and received by the association on or before November 30, 2025, which is 40 days in advance of the election. The written notice should include a Condominium Association Candidate Certification Form (contact the Seagull office for this form) and a letter notifying the association of your intention to become a candidate. The candidate may also include an information sheet no larger than 8 ½ x 11 inches in size describing the candidate's background, education, qualification and any other factors deemed relevant by the candidate. A copy of the information sheet will be provided to all eligible voters as part of the second notice of election.

ADDITIONAL INFORMATION: Anyone desiring clarification, responsibilities, liabilities or other aspects of being a board member may contact the President, Stephen Horchar, at 321-783-4453.

These procedures are set forth in accordance with Florida Statutes and the Seagull Condominium Association By-Laws.

# **2026 INVOICE & INTENT ENCLOSED!**

# **Invoice for 2026** Seagull Beach Club

4440 Ocean Beach Blvd Cocoa Beach, FL 32931 (321) 783-4453

### **One Bedroom Units**

Maintenance/Operations \$414.00
Reserves for Replacement 49.00
Taxes 12.00
Total Annual Assessment \$475.00

TOTAL DUE FOR <u>EACH</u> ONE BEDROOM UNIT PER WEEK: \$475.00

### **Two Bedroom Units**

Date: September 15, 2025

Maintenance/Operations \$414.00
Reserves for Replacement 49.00
Taxes 17.00
Total Annual Assessment \$480.00

TOTAL DUE FOR <u>EACH</u> TWO BEDROOM UNIT PER WEEK: \$480.00

# \*\*Assessments are Due January 01, 2026\*\*

\*A \$25 late fee plus interest will be added after January 31, 2026.

\*A 3% convenience fee will be collected on all payments by plastic.

\*Invoices can be paid electronically via the GoDaddy invoice or on our website. \*

NOTICE: THIS WILL BE THE ONLY INVOICE YOU RECEIVE

### PLEASE COMPLETE THE FOLLOWING and Return with Payment:

Amount of payment enclosed:		Check #	
Unit-week			
number(s):		· · · · · · · · · · · · · · · · · · ·	
Name of			
Owner(s):			
Address:			
City:	State:	Zip:	
Home Phone ( )		)	
E-Mail**			
**If you are not already receiving yo		ould like to do so, check	

\*\*SEE OPPOSITE SIDE – INTENT FORM\*\*

here to receive future newsletters by e-mail

### **INTENTION OF USE FORM FOR 2026**

In our efforts to operate in a productive manner, we need your cooperation and help so we will know how to plan for the use of your unit in 2026.

### PLEASE READ, COMPLETE AND RETURN

"ALL FEES AND OTHER OBLIGATIONS MUST BE PAID IN FULL BEFORE ANY RENTAL, EXCHANGE, OR USE OF UNIT IS CONSUMMATED IN 2026."

### PLEASE PUT YOUR INITIAL ON THE LINE/S OF YOUR USE INTENT FOR 2026.

1.	I WILL OCCUPY MY UNIT–week(s). I will be held responsible for any damages, extra cleanings, etc., incurred during this time.
2.	I AM SENDING A GUEST/RENTER TO USE MY UNIT-week(s) and I will notify Seagull with my guests' names in writing by mail, or email. I am aware that I will be billed for any damages, extra cleanings, etc., incurred during this use which we cannot collect from your guest directly. I will notify my guest/renter that they will have to produce a credit card for incidental charges (additional cleaning fees, damages, etc.) before they can check-in.
3.	I WILL DEPOSIT OR BANK MY UNIT- week(s) with an EXCHANGE NETWORK. <i>IT IS MY RESPONSIBILITY TO CONTACT THE EXCHANGE COMPANY.</i> Seaguil does not contact the exchange company for me.
4.	SEAGULL RENTAL PROGRAM. I will provide my Social Security Number for income reporting if needed. As always, the <i>maintenance fees must be paid prior</i> to placing the unit/s in the rental program and partial weeks are NOT eligible to participate in the rental program. The board of directors has decided on the rental program stated as follows: The rental program will be a pool system only. Units may be deposited up to a year in advance, but must be deposited a <i>minimum of 8 weeks in advance</i> of the start of the week being deposited. The unit can be withdrawn at any time, at no charge, as long as Seagull has not taken a deposit on a rental for that unit. All rental income less commissions, expenses and fees will be distributed directly to the owners. **Checks will not be issued for rental income less than \$50, but rather applied to the following year's maintenance fees unless otherwise requested. By providing a current email address, a closeout sheet can be sent electronically or I may call the office two weeks after the close of the rental week to obtain the exact amount being applied. ** All units deposited in the rental pool and the Seagull owned units will share equally in funds paid out each week regardless of whether or not the unit was occupied. Units deposited less than 8 weeks in advance may be deposited as a "Late Rental." Late Rentals will be added to the pool as needed based on the date each unit was deposited.
5.	I AM UNDECIDED. I do not know at this time what I will be doing with my unit-week(s). I will notify Seagull by mail, email or fax what I plan to do with my unit-week(s) at a later date.
6.	I WILL VOLUNTEER my unit for the week I own for maintenance/upgrades needed such as flooring and interior painting.
oth mu	ease note that once you notify Seagull that you will not be occupying your unit, your unit may be used for er occupancy – for example swapping with another owner so that owner can remain in the same unit for ltiple weeks. Participation in the rental pool income is determined by your Notice of Intent as filed and not on cupancy.
Un	it-Week(s):
Sig	nature of Owner/s:
	*Please check one: YES or NO: If you authorize Seagull Staff to move you and/or your guests to a different unit to keep long-term residents in the same room for multiple weeks in a row. ***

Verbal communication is not sufficient to file or change your intent. Intent must be in writing whether it is by e-mail to or sending a new intent form.