

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT, IN  
AND FOR PALM BEACH COUNTY,  
FLORIDA

MICHAEL A. BOZZUTO, an individual, NP  
MANAGEMENT LLC, a Florida limited  
liability company,

*Plaintiffs,*

v.

VILLAGE OF NORTH PALM BEACH,

*Defendant.*

Case No.: 50-2024-CA-002377-XXXX-MB

**FINAL SUMMARY JUDGMENT**

**THIS CAUSE** came before the Court for hearing on September 22, 2025 (the “Hearing”) on (i) Plaintiffs’, Michael A. Bozzuto (“Bozzuto”) and NP Management LLC (“NP Management”) (collectively, the “Plaintiffs”), Motion for Summary Judgment as to its Claim for Declaratory and Injunctive Relief and as to Defendant’s the Village of North Palm Beach (the “Village”) Affirmative Defenses (“Plaintiffs’ Motion”) [D.E. 65], and (ii) the Village’s Motion for Final Summary Judgment (“Village’s Motion”) [D.E. 64]. The parties again appeared before the Court on January 9, 2026 for the Courts ruling on the Plaintiffs’ Motion and the Village’s Motion (the “Ruling”), a transcript of which is attached hereto as **Exhibit 1**. The Court having reviewed the Plaintiffs’ Motion, the Village’s Motion, the parties’ responses, the record evidence, the Court file, applicable case law, having heard argument of counsel, and being otherwise duly advised in the premises, makes the following findings of facts and conclusions of law:

**I. INTRODUCTION**

This is an action seeking declaratory judgment regarding the application of § 5-81 of the Village’s Code of Ordinances (the “Code”) to the docking of a yacht known as the M/V Honey,

which is a 2006 Westport 164 (the “164 Yacht”) at the dock that is part of the real property located at 932 Shore Drive, North Palm Beach, FL 33410 (“932 Shore” or the “Property”), which is owned and controlled by the Plaintiffs. The central dispute between the parties is (i) what the term “occupant” in the clause “private docks ... shall only be used by the occupant and his family” means in § 5-81 of the Code, and (ii) whether Plaintiffs’ claim is precluded by the prior litigation of the Village’s denial of NP Management’s electrical permit application to install improvements behind 932 Shore (“Permit Denial Proceedings”). The Court must determine whether “occupant” as used in § 5-81 of the Code is ambiguous and if so, interpret what the term “occupant” means as used in § 5-81 of the Code, a pure question of law. The Court must also determine whether Plaintiffs’ claim is precluded by the Permit Denial Proceedings.

## II. UNDISPUTED FACTS<sup>1</sup>

### i. The Village’s Interpretation of “Occupant” as it Relates to Plaintiffs

Bozzuto owns several residential properties within the corporate and jurisdictional limits of the Village. [D.E. 66], Plaintiffs’ SOF, Ex. 1. Bozzuto is the Managing Member of NP Management, LLC, a Florida limited liability company. *Id.* at Ex. 2. NP Management, LLC owns several residential properties within the corporate and jurisdictional limits of the Village, including 932 Shore (the “Village Properties”). *Id.* at Ex. 1, §II, ¶8.<sup>2</sup> Bozzuto owns many boats, either in his own name or through corporate single-purpose entities owned and controlled by Bozzuto and keeps many of his boats at the docks behind his properties. *Id.* at Ex. 5, 37:14-39:25. The 164 Yacht, the title to which is held by Brizo, LLC, is owned and controlled by Bozzuto and was purchased in 2015. *Id.* at Ex. 3, ¶ 15.; Ex. 7; Ex. 5, 22:6-9. Between 2017 and 2019, Bozzuto spent

<sup>1</sup> The Court will cite to the record evidence as set forth and attached in Plaintiffs’ Statement of Undisputed Facts (“Plaintiffs’ SOF”) [D.E. 66] and the Village’s Statement of Undisputed Facts (“Village’s SOF”) [D.E. 67].

<sup>2</sup> The Village Properties include: 932 Shore Drive, 900 Shore Drive, 904 Shore Drive, 904 Shore Drive, 752 Harbour Isles Court, and 705 Teal Way. [D.E.66], Plaintiffs’ SOF, Ex. 1, §II, ¶8

over \$1,000,000 to design, permit and construct seawalls, docks and boat lifts behind 932 Shore. *Id.* at Ex. 3, ¶ 9.

On February 11, 2019, the Village Manager sent a letter to Bozzuto (the “February 11, 2019 Letter”) advising him that while the dock improvements, including the East Dock, were in compliance with the Code, pursuant to Code § 5-81 the dock could only be used by the “occupant” of 932 Shore and his or her family. *Id.* at Ex. 8. On November 16, 2020, the Village sent Bozzuto two Courtesy Notices advising him that Code § 5-81 prohibited him from mooring his boats at the docks behind 900 Shore and 904 Shore. *Id.* at Ex. 9.

The Village Manager together with the Village attorney unilaterally interpreted what “occupant” means and decided that an “occupant” is a person who resides on the property for some length of time (*i.e.*, a “resident”). *Id.* at Ex. 17, 25:22-26:13 and at Ex. 6, 14:6-16. The Village Council never voted on this interpretation, the Code has never been changed to reflect this interpretation, and when asked as deposition as to the Village’s interpretation of “occupant” as used in the definition of *Private dock, pier, mooring buoy and floating anchor*, the Village’s corporate representative and Village attorney, Leonard Rubin, testified:

Q. How exactly does the Village interpret the term occupant in that definition of private dock?

A. The Village defines the term occupant as ***a person who resides on the property for some length of time.***

Q. What length of time?

A. ***There's no specific length of time.*** As long as they reside there for some period of time, they are the occupant of the property. They are occupying it.

*Id.* at Ex. 17, at 24:23-25:6 (emphasis added). The Village’s former Manager Andrew Lukasik, who was responsible for interpreting “occupant” together with the Village’s counsel and corporate representative Leonard Rubin, similarly testified:

Q. Okay. But you would agree with me that the discussion about replacing owner or tenant with what is currently the word occupant, the concern that is being stated relates to people who are not occupying their home in the Village full time?

A. *I would say there is conversation about that, yes. You know, how long does someone have to occupy the home in order for them to be an occupant.*

Q. *Right. And as you sit here today, you couldn't answer that question.*

*Right?*

A. *I cannot.*

Q. *Okay. So it could be one day?*

A. *It could be.*

*Id.* at Ex. 6, at 25:7-11 (emphasis added). As to his 932 Shore property specifically, Mr. Bozzuto testified that he spends the occasional night there. *Id.* at Ex. 5, at 19:19-20:1.

**ii. The Electrical Permit Proceedings**

On August 2, 2021, NP Management submitted an electrical permit application to the Village (the “2021 Electrical Permit Application”), which was assigned Permit Application No. 2021-1516.1, to install improvements to “provide increased power capacity to dock pedestals” of the East Dock. *Id.* at Ex. 10. The 2021 Electrical Permit Application included detailed plans and specifications for the electrical permit including the placement of a pedestal transformer on 932 Shore. *Id.* On September 20, 2021, the Village issued a formal written denial of the 2021 Electrical Permit Application (the “Written Denial”). *Id.* at Ex. 11. In the Written Denial, the Village provided the following bases for denying the 2021 Electrical Permit Application:

1. The installation of the pedestal in the front yard of the property violates a Village Code provision that prohibits the location of mechanical equipment in the front yard of a residential property (Sec. 45-27.G). In the past, the applicant has relied on a section of the subdivision code to support an argument that the proposed pedestal should be allowed in the front yard (Sec. 36-32.D). However, the subdivision code allows for transformers and pedestals above ground within front yards when required for the undergrounding of utilities, not to increase voltage for a single property.

2. Additionally, based upon the proposed use that the 480V, three-phase power will encourage on the site, the dock will fail to meet the definition of a legal private dock per the Village’s Code because the dock will not be used by an occupant of the primary residence or members of the occupant’s family (Sec. 5-81).

*Id.*

On October 19, 2021, NP Management, LLC appealed the Written Denial to the Village’s

Zoning Board of Adjustment (the “BOA”), which heard the appeal on February 1, 2022. *Id.* at Ex. 12. During the hearing before the BOA, the Village raised additional bases for denial of the 2021 Electrical Permit Application, including that the application violated § 45-27(G) of the Code and did not conform to the Appearance Plan, which is incorporated into the Code. *Id.* at Ex. 13. At the conclusion of the hearing, the Chair of the BOA stated, “I’m looking at this and this is an electrical plan for a commercial marina. That’s what I see. My 35 years of architect, I have seen a lot of electrical plans, this does not belong in a neighborhood like that.” *Id.* at 53:23-54:3. The BOA denied NP Management’s appeal of the Written Denial. *Id.* The BOA entered an Order on Administrative Appeal on February 3, 2022 denying the 2021 Electrical Permit Application and providing that:

THIS Matter came before the Planning Commission sitting as the Zoning Board of Adjustment on February 1, 2022. After considering the testimony and other evidence presented by the Applicant, Village Staff and members of the public during the course of a public hearing, it is hereby ordered and adjudged as follows:

Applicant’s appeal of the Community Development Director’s denial of the Permit is Denied, thereby upholding the Director’s determination.

[D.E. 67] Village’s SOF, at Ex. O. On March 2, 2022, NP Management, LLC filed a Petition for Writ of Certiorari challenging the BOA’s denial of the 2021 Electrical Permit Application in the Circuit Court for the 15th Judicial Circuit, in and for Palm Beach County, Florida (the “Certiorari Petition”). [D.E. 66] Plaintiffs’ SOF, at Ex. 14. On June 14, 2023, a three-judge panel of the Circuit Court denied the Certiorari Petition by issuing a Per Curiam Denied without a written opinion (the “PCD”). *Id.* at Ex. 15. NP Management sought clarification and a written opinion, and the panel denied the request. *Id.* at Ex. 16.

### III. LEGAL STANDARD

Summary judgment is proper if there is no genuine issue of material fact and if the moving party is entitled to a judgment as a matter of law. Fla R. Civ. P. 1.510; *Fla. Ins. Guar. Ass'n v. B.T. of Sunrise Condo. Ass'n, Inc.*, 46 So. 3d 1039, 1040 (Fla. 4th DCA 2010). In determining whether a “genuine dispute as to any material fact” exists, the Court should evaluate:

whether the evidence is such that a reasonable jury could return a verdict for the nonmoving party. If the evidence is merely colorable, or is not significantly probative, summary judgment may be granted. A party opposing summary judgment must do more than simply show that there is some metaphysical doubt as to the material facts.

*In re Amends. To Fla. Rule of Civ. Proc. 1.510*, 309 So. 3d 192, 196 (Fla. 2020) (citations omitted).

“One of the principal purposes of the summary judgment rule is to isolate and dispose of factually unsupported claims or defenses,” and the Rule “should be interpreted in a way that allows it to accomplish this purpose.” *Id.* at 194.

### IV. ANALYSIS

#### A. The Meaning of the Term Occupant as Used in the Definition of Private Docks Set Forth in Section 5-81 of the Code

The central issue to be determined by this Court is whether Code § 5-81’s definition of *Private dock, pier, mooring buoy and floating anchor* prohibits Bozzuto from using the docks behind 932 Shore and his other Village Properties. This issue turns on the meaning of the term “occupant” in Code § 5-81’s definition of *Private dock, pier, mooring buoy and floating anchor*. Code § 5-81 provides:

As used in this division, the following terms shall have the indicated meanings, unless the context clearly indicates otherwise:

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Private dock, pier, mooring buoy and floating anchor mean those that shall only be used by the occupant and his family and shall be constructed only in R-1 and R-2 Zoning Districts. A private dock, pier, mooring buoy or floating anchor shall not be rented or leased.

Plaintiffs and Defendant disagree on the meaning of the term “occupant”. The Village interprets “occupant” to mean “resident”<sup>3</sup> and argues that because Bozzuto is not the resident of 932 Shore or his other Village Properties, he is not the occupant as the term is used in the Code § 5-81’s definition of *Private dock, pier, mooring buoy and floating anchor*. Plaintiffs argue that “occupant” as used in §5-81 of the Code is ambiguous, because the dictionary does not limit an occupant to a resident and there are at least two dictionary definitions of the term occupant that could apply in the context in which “occupant” is used in Code § 5-81’s definition of *Private dock, pier, mooring buoy and floating anchor*; that under at least one of those definitions, Bozzuto is the occupant of the homes he owns and exclusively possesses in the Village, and thus, the term “occupant” must be construed in Bozzuto’s favor, as the owner and exclusive possessor of 932 Shore and his other Village Properties.

Matters of statutory construction are matters of law appropriate for summary judgment. *See Therrien v. State*, 914 So. 2d 942, 945 (Fla. 2005) (issue of “[s]tatutory construction is a question of law”); *Holzhauser-Mosher v. Ford Motor Co.*, 772 So. 2d 7, 10 (Fla. 2d DCA 2000) (trial court properly granted summary judgment where the only issue related to statutory construction which is a question of law). Legislative intent is the polestar that guides a court’s statutory construction analysis. *See McCloud v. State*, 260 So. 3d 911, 914 (Fla. 2018). To discern legislative intent, courts look first to the plain and obvious meaning of the text, which a court may discern from a dictionary. *Conage v. United States*, 346 So. 3d 594, 598 (Fla. 2022) (“When a contested term is undefined in statute or by cases, it is presumed that the term bears its ordinary meaning at the time of enactment, taking into consideration the context in which the word appears.

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<sup>3</sup> The Village interprets *occupant* to mean “a person who resides on the property for some length of time.” [D.E. 66], Plaintiffs’ SOF, Ex. 17, at 24:23-25:6. Merriam Webster defines *resident* to mean someone living in a place for some length of time. *See* <https://www.merriam-webster.com/dictionary/resident>; *see also* Plaintiffs’ SOF, Ex. 6 at 81:25-82:12 (March 7, 2025) (confirming that the Village interprets occupant to mean resident).

Courts typically look to dictionaries for the best evidence of that ordinary meaning.”).

The word “occupant” is not defined in the Code. Because the Code does not expressly define “occupant”, to determine whether Bozzuto is considered an “occupant” of his Village Properties, the Court must give the term its plain and ordinary meaning as provided by dictionary definitions, which do not limit “occupant” to “resident” and would include those who occupy title or the premises. The Court finds that the Code § 5-81’s definition of *Private dock, pier, mooring buoy and floating anchor* is ambiguous, because the dictionary contains at least two definitions of the term “occupant” which could apply given the context, and which definition applies is outcome determinative for Bozzuto. *See Curtis v. City of Hollywood*, 379 So. 3d 1185, 1189 (Fla. 4th DCA 2024) (“A statute is normally regarded as ‘ambiguous’ when its language may permit two or more outcomes.”) (quoting *Hess v. Walton*, 898 So. 2d 1046, 1049 (Fla. 2d DCA 2005)). Given the ambiguity created by the use of the undefined term “occupant” in the Code § 5-81’s definition of *Private dock, pier, mooring buoy and floating anchor*, the Court must interpret “occupant” in favor of Bozzuto as the owner and exclusive possessor of 932 Shore and his Village Properties. *Rinker Materials Corp., Rinker Materials Corp. v. City of N. Miami*, 286 So. 2d 552, 553 (Fla. 1973) (“Since zoning regulations are in derogation of private rights of ownership, words used in a zoning ordinance should be given their broadest meaning when there is no definition or clear intent to the contrary and the ordinance should be interpreted in favor of the property owner.”).

Because Code § 5-81’s definition of *Private dock, pier, mooring buoy and floating anchor* does not prohibit Bozzuto’s use of the docks behind the Village Properties in clear, unequivocal terms, which cannot be the case if dictionaries define the term “occupant” in a manner that would allow Bozzuto to use the docks, the Court finds that such definition must be construed in Bozzuto’s favor in a manner that would allow him to use the docks, as the owner and exclusive possessor of

his Village Properties.<sup>4</sup> Accordingly, the Court interprets the term “occupant” to mean the person that occupies title or the premises, thus making Bozzuto’s use of the docks permissible under Code § 5-81, because he holds the exclusive possessory interest in the Village Properties. This interpretation is consistent with commonly used dictionary definitions, legal definitions, and the definition of the related term “occupied” in the Code; therefore, it reflects the plain and ordinary meaning of the term occupant and is construed in a manner in favor the property owner, which is the best evidence of legislative intent of the meaning of that term as used in in § 5-81 of the Code.

As a matter of law, the Court thus finds that (i) the term “occupant” as used on the definition of *Private dock, pier, mooring buoy and floating anchor* in § 5-81 of the Code is someone who occupies title or the premises, (ii) Bozzuto is the occupant of the Village Properties under § 5-81 of the Code, and (iii) Plaintiffs are entitled to declaratory and injunctive relief.

**B. The Village’s Affirmative Defenses Regarding the Effect of the Denial of the 2021 Electrical Permit Application**

Having interpreted the term “occupant” in Code § 5-81’s definition of *Private dock, pier, mooring buoy and floating anchor* and finding that Bozzuto is the occupant of the Village Properties under § 5-81 of the Code and Plaintiffs are entitled to declaratory and injunctive relief, the Court now turns to the Village’s affirmative defenses. The Village has asserted eight (8) affirmative defenses in this case. [D.E. 26]. As stated on the record at the Hearing, Plaintiffs are granted summary judgment by consent as to the Village’s Affirmative Defense Nos. 2, 4, 5, 6, 7, and 8. Summary Judgment Transcript at 6:13-16. The Village’s Affirmative Defense Nos. 1 (collateral estoppel) and 3 (impermissible collateral attack) remain outstanding. Pursuant to the

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<sup>4</sup> The Court rejects the Village’s argument in favor of agency deference. Courts are now required to exercise their independent judgment in interpreting the law. *CBHIV LLC v. Walton County*, 405 So. 3d 536, 542 (Fla. 1st DCA 2025) (“We recognize that the Supreme Court recently overturned *Chevron, U.S.A., Inc. v. Natural Resources Defense Council, Inc.*, 467 U.S. 837, 104 S.Ct. 2778, 81 L.Ed.2d 694 (1984), in which courts are instructed to defer to an agency’s interpretation. Courts are now required to exercise their independent judgment in interpreting the law.”).

Court's analysis below regarding why the issue of whether Bozzuto is an occupant of his Village Properties was not adjudicated in the Permit Denial Proceedings, the Court also grants summary judgment in favor of Plaintiffs as to the Village's Affirmative Defense Nos. 1 and 3.

The Village argues that the issue of whether Bozzuto is an occupant under § 5-81 of the Code has already been decided in the Permit Denial Proceedings and that the Court is thus precluded from entertaining the declaratory relief requested by Plaintiffs. Plaintiffs argue that the issue of whether Bozzuto is an occupant of 932 Shore, although argued by both parties, was not adjudicated in the Permit Denial Proceedings because neither the Written Denial of the 2021 Electrical Permit Application, the BOA Order, nor the PCD contain any language which would support a decision on the merits regarding whether Bozzuto is an occupant of 932 Shore. The Village conceded in its papers and at the Hearing that the PCD by the Circuit Court has no preclusive effect, so what remains for the Court to decide is what preclusive effect the Written Denial and BOA Order have, if any. Transcript of Hearing on Motions for Summary Judgment (September 22, 2025) (the "Summary Judgment Transcript"), at 19:7-11.

When NP Management submitted its 2021 Electrical Permit Application to the Village to install improvements "to provide increased power capacity to dock pedestals" behind 932 Shore, the Village, through its Community Development Director, issued its Written Denial which stated that "based on discussions with the applicant, it is known that these power pedestals will be used to increase voltage to provide electrical service to a yacht or one or more vessels" and denied the permit for two reasons: (1) the installation of the pedestal transformer in the front yard of the property would violate the Code's provision prohibiting mechanical equipment in the front yard of a residential property; and (2) based upon the use the increase in power would encourage, the dock would fail to meet the definition of a private dock under §5-81 of the Code. [D.E. 66], Plaintiffs' SOF, Ex. 11. At the February 1, 2022 hearing before the BOA on NP Management's

appeal of the Written Denial, the majority of the argument focused on technical issues with the electrical plans and the power sought, much of which was presented by a professional engineer, Bruce Kemp, on behalf of Plaintiffs. *Id.* at Ex. 13. Following the hearing, the BOA Order was entered on February 3, 2022, denying the appeal “thereby upholding the Director’s determination.” [D.E. 67], Village’s SOF, Ex. O.

While there was a determination that the denial of the 2021 Electrical Permit Application was generally proper pursuant to the Written Denial and BOA Order, the Court finds that there was never a determination rendered as it relates to whether Bozzuto is an occupant of 932 Shore or his other Village Properties as that term is used in Code § 5-81’s definition of *Private dock, pier, mooring buoy and floating anchor*. The issue before the BOA in the Permit Denial Proceedings was whether Plaintiffs could be granted an electrical permit for three-phase power for the renovated dock at 932 Shore. There was no adjudication on the merits that Bozzuto is not an occupant of 932 Shore in connection with the Written Denial and BOA Order.

The Village’s arguments that this action is barred by the doctrine of collateral estoppel, the doctrine of administrative finality, and the Declaratory Relief Act are unavailing. “[T]he doctrine of collateral estoppel, or issue preclusion, ‘bars relitigat[ing] the same issue between the same parties which has already been determined by a valid judgment,’ even where the present and former cause of action are not the same.” *Kowallek v. Lee Rehm*, 183 So. 3d 1175, 1177 (Fla. 4th DCA 2016) (*quoting Zikofsky v. Mktg. 10, Inc.*, 904 So. 2d 520, 525 (Fla. 4th DCA 2005)). “To claim the benefit of collateral estoppel the party relying on the doctrine must show that: (1) the issue at stake is identical to the one involved in the prior proceeding; (2) the issue was actually litigated in the prior proceeding; (3) the determination of the issue in the prior litigation must have been ‘a critical and necessary part’ of the judgment in the first action, and (4) the party against whom collateral estoppel is asserted must have had a full and fair opportunity to litigate the issue in the

prior proceeding.” *Aronowitz v. Home Diagnostics, Inc.*, 174 So. 3d 1062, 1066 (Fla. 4th DCA 2015) (quoting *Gawker Media, LLC v. Bollea*, 129 So. 3d 1196, 1203 (Fla. 2d DCA 2014)).

The Court finds the issues that were adjudicated in the Written Denial and BOA Order are not the same as the issues sought to be declared by Plaintiffs in this lawsuit. The Written Denial and BOA Order were with respect to an appeal of the 2021 Electrical Permit Application NP Management submitted to the Village to install improvements to “provide increased power capacity to dock pedestals” of the East Dock at 932 Shore Drive. [D.E. 66], Plaintiffs’ SOF, Ex. 11. The request for the electrical permit was denied for multiple reasons, any one of which could have been the basis for upholding the denial on appeal. [D.E. 67] Village’s SOF, Ex. A, at Ex. H. The denial of the 2021 Electrical Permit Application also could have been affirmed on appeal under the Topsy Coachman doctrine. *See Johnson v. Christiana Trust*, 166 So.3d 940, 944-45 (Fla. 4th DCA 2015) (“The tipsy coachman doctrine allows an appellate court to affirm a trial court’s decision on a ground other than that raised below, and argued on appeal, where there is support for the alternative theory or principle of law in the record before the trial court.” (internal citations and quotation marks omitted)). The BOA Order denying the appeal is silent as to the basis for the denial and therefore, the issue of whether Bozzuto is an occupant of 932 Shore was not adjudicated in a final judicial decision on the merits and as a matter of law cannot bar Plaintiffs’ claim. *Harris v. State*, 995 So. 2d 1128, 1129 (Fla. 4th DCA 2008) (“Collateral estoppel bars re-litigation of the same issue only if the prior decision was on the merits.”).

The same analysis holds true with respect to the Village’s arguments on the doctrine of administrative finality and the Declaratory Relief Act. To the extent administrative finality applies, it is with respect to Plaintiffs’ ability to challenge the denial of the 2021 Electrical Permit Application. There was no adjudication on the merits that Bozzuto is not an occupant of 932 Shore in connection with the denial of the 2021 Electrical Permit Application at any stage. Neither the

Written Denial nor BOA Order provide that Mr. Bozzuto is not an occupant of 932 Shore. With respect to the Declaratory Relief Act, this case is not seeking to collaterally attack a final judgment through a declaratory action. A decision by this Court as to whether Bozzuto is an occupant of 932 Shore would have no impact on the prior adjudication denying NP Management's 2021 Electrical Permit Application, which would remain intact. There was no final adjudication on the merits that Bozzuto is not an occupant of 932 Shore and therefore this action seeking to have the Court issue a declaration that Mr. Bozzuto is an occupant of his Village Properties, including 932 Shore, and can dock his 164 Yacht behind 932 Shore does not collaterally attack the Written Denial or BOA Order.

Stated simply, there has never been an adjudication on the merits at any level that Bozzuto is not an occupant of his Village Properties including 932 Shore. Accordingly, the Court finds that Plaintiffs' action seeking declaratory judgment regarding whether Bozzuto is an occupant of 932 Shore pursuant to § 5-81 of the Code is permissible and entry of a final judgment in favor of Plaintiff is merited.

Based on the foregoing, it is **ORDERED AND ADJUDGED** as follows:

1. Plaintiffs', Michael A. Bozzuto and NP Management LLC, Motion for Summary Judgment as to its Claim for Declaratory and Injunctive Relief and as to Defendant's, the Village of North Palm Beach, Affirmative Defenses is **GRANTED**.
2. Defendant's, the Village of North Palm Beach, Motion for Final Summary Judgment is **DENIED**.
3. Final Summary Judgment is hereby entered in favor of Plaintiffs, Michael A. Bozzuto and NP Management LLC and against Defendant's the Village of North Palm Beach.
4. The Court declares that the term "occupant" in Code § 5-81's definition of *Private dock, pier, mooring buoy and floating anchor* means the person that occupies title or the premises.

5. The Court further declares Bozzuto is the occupant of the Village Properties under § 5-81 of the Code.

6. The Court reserves jurisdiction to enforce the terms of this Final Summary Judgment, to determine costs, and for such further relief as may be necessary or proper.

**DONE AND ORDERED**, in Chambers in Palm Beach County, Florida.

502024CA002377XXXAMB 02/09/2026  
  
Reid P. Scott Judge  
ADMINISTRATIVE OFFICE OF THE COURT

502024CA002377XXXAMB 02/09/2026  
Reid P. Scott  
Judge

*Copies furnished to: All counsel of record*

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