

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

GEORGE C. HARAMIS,
Appellant,

v.

WAYNE SCOTT CRAFT and ANABELA ADAMS,
Appellees.

No. 4D2025-1904

[August 19, 2026]

Appeal from the Circuit Court for the Nineteenth Judicial Circuit,
Martin County; Michael Joseph McNicholas, Judge; L.T. Case No.
432024CA000285CAAXMX.

George Haramis, Sewall's Point, pro se.

Owen Schultz and Ross C. Alagna of McCarthy Summers Wood Norman
Melby Schultz Wood & VanValkenburgh P.A., Stuart, for appellees.

FORST, J.

Appellant George Haramis appeals from the trial court's final summary judgment for Appellees Wayne Scott Craft and Anabela Adams. Haramis raises several arguments on appeal. For the reasons that follow, we reverse the portions of the final judgment finding that Appellees are entitled to judgment as a matter of law on the issue of Haramis's concrete columns and ordering the columns' removal. We find no merit in Haramis's other arguments and affirm the remainder of the final judgment without discussion.

Background

Haramis owns property in the Town of Sewall's Point ("the Town"). Appellees own a neighboring property. In 2013, Haramis entered into a written Easement Agreement with the then-owners of Appellees' property. The agreement granted Haramis "nearly exclusive" use of an Easement Parcel on Appellees' property "for ingress, egress, utilities, drainage, and landscaping," and to construct a driveway. The agreement required Haramis to "comply with any and all laws, ordinances, and regulations of

the Town of Sewall's Point and any other governmental entities having jurisdiction," and reserved to Appellees limited use of the Easement Parcel "for emergency purposes, such as natural disasters, medical emergency, flood, or similar blockage of alternative access routes which would normally provide ingress and egress from [Appellees'] residence."

Haramis built a driveway in the Easement Parcel and placed a basketball hoop, plants, and concrete columns within the parcel.

In 2024, Appellees filed a two-count complaint seeking (1) a declaratory judgment that Haramis was violating the Easement Agreement, and (2) a mandatory injunction requiring him to remove certain objects from the easement area. The complaint alleged that the basketball hoop and plants obstruct the required access to the Easement Parcel, but did *not* allege that the concrete columns obstruct anything. Instead, the complaint alleged that the "installation of the columns violates the Easement Agreement because installation of the concrete columns exceeds the scope of [Haramis]'s easement rights under the Easement Agreement and/or because the columns are installed in violation of the laws, ordinances and regulations of the Town of Sewall's Point." A footnote in the complaint elaborated that Haramis had "initially obtained a permit by wrongfully stating he was the owner of the Easement Parcel instead of merely an easement holder. Although a permit was issued based on the false information, the permit was subsequently revoked by the Town and [Haramis] has failed to obtain the issuance of a new permit."

Haramis answered the complaint and raised affirmative defenses.

After some discovery, Appellees moved for final summary judgment. Their motion again did not allege that the columns obstruct the Easement Parcel, but rather that "the installation of concrete columns violates the easement because (i) the installation exceeds the scope of [Haramis]'s easement rights and (ii) Defendant has failed to obtain a valid permit for the installation." The motion again asserted that Haramis had "installed the concrete columns without obtaining the required approval of the Town of Sewall's Point. Although [Haramis] initially obtained a permit that was subsequently revoked by the Town, [Haramis] has failed to obtain the issuance of a new permit." The motion did not repeat the complaint's allegation that Haramis had obtained the permit by misrepresenting ownership of the Easement Parcel. The motion claimed that the columns exceeded the scope of Haramis's easement rights, which the agreement limited to "ingress, egress, utilities, drainage, and landscaping"

Appellees attached several exhibits to their summary judgment motion. None suggested that the columns obstruct the Easement Parcel. One exhibit was a building permit card showing that the Town had issued Haramis a permit to build “masonry piers.” Another exhibit was a certified printout showing that Haramis’s building permit to build “masonry piers”: was issued on April 20, 2018; expired on July 2, 2020; and was “revoked per ord. 50-71” on an unspecified date before the printout was generated on January 3, 2025. The printout also stated: “Building Final on 1/02/2020.” “Ord. 50-71” does not appear in the appellate record.

Haramis filed a written response in opposition to summary judgment and several affidavits purporting to support his position. Appellees filed three separate motions directed at these filings, requesting the trial court to: (1) strike all of Haramis’s filings as untimely under Florida Rule of Civil Procedure 1.510; (2) strike Haramis’s affidavit as inadmissible hearsay; and (3) strike Haramis’s pleadings and enter judgment for Appellees as a sanction, because Haramis allegedly had doctored the other affidavits.

The trial court held a hearing on the summary judgment motion and the motions to strike for untimeliness and hearsay. At the hearing, Haramis’s counsel conceded the basketball hoop, untimeliness, and hearsay issues. However, Haramis’s counsel argued that Appellees’ exhibit showing that the column permit had been revoked was insufficient to show the absence of an issue of material fact. Haramis’s counsel also argued that the scope of Haramis’s easement rights was not narrowly limited, but rather “nearly exclusive” and gave him a “perpetual easement for ingress, egress, utilities, drainage, and landscaping over, upon, under, and across the easement subject to the terms [of the Easement Agreement].”

The trial court ruled that it would strike Haramis’s affidavits and response as untimely and hearsay, and would grant summary judgment for Appellees subject to reviewing a survey. The trial court did not consider or adjudicate Appellees’ motion for sanctions.

The trial court later held an “evidentiary hearing on final order following hearing on plaintiff’s motion for summary judgment.” The court minutes state: “[Appellees’ attorney] shows judge the survey. [Appellees’ attorney] will resubmit the order. Judge will sign off on it.”

The trial court issued an Omnibus Order Granting Plaintiffs’ Motion for Summary Judgment and Related Motions. With respect to the columns, the order found that, based on the evidence presented, Haramis “has clearly violated the terms of the express easement by . . . (ii) exceeding the

scope of [Haramis]’s easement rights by installing concrete columns in the Easement Parcel; and (iii) installing concrete columns in the Easement Parcel in violation of the Town of Sewall’s Point’s laws, ordinances or regulations.” The order enjoined Haramis to remove the obstructions and the columns.

Haramis filed a motion for rehearing, arguing that the “order does not explain which ordinances or laws or regulations were violated and how specifically they were violated by” his actions. He argued that even though the striking of his filings rendered Appellees’ facts undisputed, the trial court was still required to analyze those undisputed facts to determine whether they proved summary judgment was appropriate. The trial court denied Haramis’s motion for rehearing. This appeal follows.

Analysis

An order granting summary judgment is reviewed de novo. *Volusia Cnty. v. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d 126, 130 (Fla. 2000).

“Under the amended rule, summary judgment is appropriate where ‘there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.’” *Lloyd S. Meisels, P.A. v. Dobrofsky*, 341 So. 3d 1131, 1134 (Fla. 4th DCA 2022) (quoting Fla. R. Civ. P. 1.510(a) (2021)). “In applying the amended rule, the correct test for the existence of a genuine factual dispute is whether the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” *Id.* (quoting *In re Amends. to Fla. R. Civ. P. 1.510*, 317 So. 3d 72, 75 (Fla. 2021)) (quotation marks omitted). “The evidence in the summary judgment record is interpreted in the light most favorable to the non-moving party.” *CG Tides LLC v. SHEDDF3 VNB, LLC*, 388 So. 3d 1081, 1085 (Fla. 3d DCA 2024) (citing *Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.*, 475 U.S. 574, 587 (1986)).

A party asserting that a fact cannot be or is genuinely disputed must support the assertion by:

(A) citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other materials; or

(B) showing that the materials cited do not establish the absence or presence of a genuine dispute, or that an adverse

party cannot produce admissible evidence to support the fact.

Fla. R. Civ. P. 1.510(c)(1). If a party fails to properly address another party's assertion of fact as required by rule 1.510(c), the court may:

- (1) give an opportunity to properly support or address the fact;
- (2) consider the fact undisputed for purposes of the motion;
- (3) grant summary judgment if the motion and supporting materials—including the facts considered undisputed—show that the movant is entitled to it; or
- (4) issue any other appropriate order.

Fla. R. Civ. P. 1.510(e). However, a trial court may not simply enter judgment for the moving party because the other party failed to timely respond. *Fuentes v. Luxury Outdoor Design, Inc.*, 361 So. 3d 385, 386–87 (Fla. 4th DCA 2023). The trial court may consider the facts asserted in the moving party's motion and proper exhibits to be undisputed for purposes of the motion if the court elects to do so, but the court cannot grant summary judgment unless those undisputed facts satisfy the summary judgment standard. *Id.*

Notably, the trial court in the instant case did not state at the summary judgment hearing or in the final judgment that it was considering any facts undisputed for purposes of the motion as the rule allows. The judgment states that the court reached its legal conclusions “[b]ased on the summary judgment evidence presented[.]”

We hold that the summary judgment evidence was insufficient to entitle Appellees to judgment as a matter of law on the issue of Haramis's columns. Genuine issues of material fact exist as to both of Appellees' arguments: (1) the columns exceed the scope of Haramis's easement rights, and (2) the columns' construction violated the Town's “laws, ordinances or regulations.”

With respect to the scope of Haramis's easement rights, we note that the easement agreement grants him an easement for “landscaping *over*, upon, under, and across the Easement Parcel” (emphasis added). The agreement does not define “landscaping.” One dictionary defines the verb “landscape” as “to make a garden, park, or other area of land more attractive by adding different features, plants, etc.” *Landscaping*,

Cambridge Dictionary Online,
<https://dictionary.cambridge.org/us/dictionary/english/landscaping>
(last visited August 3, 2026). That dictionary provides the example sentence: “They have done a fantastic job landscaping the garden with fountains, bird feeders, and ponds.” *Id.* Another dictionary defines “landscaping” as “the activity of designing or improving gardens and the surroundings of buildings to make them attractive.” *Landscaping, Collins Dictionary Online*,
<https://www.collinsdictionary.com/us/dictionary/english/landscaping>
(last visited August 3, 2026). If “landscaping” can involve installing fountains and improving the surroundings of buildings, and the agreement allows Haramis to landscape “over” the Easement Parcel, we cannot say that no reasonable factfinder could find that installing columns qualifies as “landscaping.”

With respect to the Town’s “laws, ordinances or regulations,” Appellees’ summary judgment motion and evidence do not identify a single law, ordinance, or regulation allegedly violated by Haramis’s installation of the columns. Nothing in the record suggests the trial court took judicial notice of any law, ordinance, or regulation. One exhibit to Appellees’ summary judgment motion was Haramis’s permit to build columns, while another exhibit stated that his permit had expired and been revoked, but also seemingly indicated that the construction had been completed and the completed columns inspected before expiration or revocation. Appellees’ motion and summary judgment evidence identified no reason why Haramis would be required to obtain a permit to leave already-completed concrete columns in place. Indeed, Appellees did not actually demonstrate the existence of any law, ordinance, or regulation requiring a building permit to build concrete columns in the first place. A reasonable factfinder faced with this summary judgment evidence could find that Haramis completed the columns while his permit was valid, and no evidence of any other legal requirement was presented.

The final judgment reached the legal conclusion that the columns violated the Town’s rules and the scope of the easement without explaining which evidence so proved to the exclusion of any genuine issue of material fact, and we cannot identify any from the record.

Conclusion

Because Appellees’ summary judgment evidence did not prove that they were entitled to judgment as a matter of law (and, therefore, an injunction) on the issue of Haramis’s concrete columns, we reverse the final judgment in that respect and remand for further proceedings consistent with this

opinion. We affirm the final judgment in all other respects. We express no opinion on the seemingly not-yet-adjudicated motion for sanctions for alleged fraud on the court or any of the facts alleged therein.

Affirmed in part, reversed in part, and remanded.

GROSS and LEVINE, JJ., concur.

* * *

Not final until disposition of timely-filed motion for rehearing.