

Montecito Community Development District

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www.montecitocdd.org

The meeting of the Montecito Community Development District Board of Supervisors will be held on **Wednesday December 3, 2025, at 9:30 a.m.** at **Montecito Beach Club, 208 Montecito Drive, Satellite Beach, Florida, 32937**. The proposed agenda for this Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

Conference Call: 1-844-621-3956

Meeting number (access code): 2538 286 6774

Join online: <https://pfmcdd.webex.com/meet/ripollv>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- **Call to Order**
- **Roll Call**
- **Pledge of Allegiance**
- **Public Comment Period** (*where members of the public desiring to speak on a specific agenda item may address the Board, limited to 3 minutes per person*)

Administrative Matter

1. Review and Consideration of the November 5, 2025, Board of Supervisors Meeting Minutes

Vendor Report

- ProGreen Services LLC Monthly Executive Summary

Old Business Matters

2. Discussion of Sidewalk Maintenance
3. Discussion of Driveway Encroachment (Tree Removal)
4. Capital Project Updates
5. Discussion of Roof Update
6. Update of Weather and Soil Monitoring Sensor

New Business Matters

7. Discussion of Rule Making
8. Landscaping Lighting Proposals



9. Ratification of Payment Authorization Nos. 45 - 47
10. Review of District Financial Statements

Staff Reports

- District Counsel
- District Engineer
- District Manager
 1. Next Meeting- January 7, 2026
- General Manager
 - General Manager's Report

Supervisor Requests & Comments

Adjournment



Montecito Community Development District

**Review and Consideration of the November 5,
2025, Board of Supervisors Meeting Minutes**

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Wednesday, November 5, 2025
208 Montecito Drive, Satellite Beach, Florida 32937
9:30 a.m.**

Board Members present at roll call:

Debra Reitz	Assistant Secretary	
Mark Nehiba	Chairperson	
Tanja Glynn	Assistant Secretary	
Rich Adams	Assistant Secretary	
Rich Wellman	Vice Chairperson	(via phone)

Also present were:

Venessa Ripoll	District Manager- PFM Group Consulting LLC
Rick Montejano	District Accountant - PFM Group Consulting LLC (via phone)
Gazmin Kerr	ADM – PFM Group Consulting LLC (via phone)
Michael Pawelczyk	District Counsel – Billing, Cochran, Lyles, Mauro & Ramsey,P.A.
Thomas Degrace	District Engineer – Culpepper & Terpening, Inc. (via phone)
Kisha Wagner	General Manager - Berman
Eddie Padua	Berman
Zac Carr	Progreen
Various Audience Members	

FIRST ORDER OF BUSINESS

Organizational Matters

**Call to Order, Roll Call and Pledge
of Allegiance**

Ms. Ripoll called the meeting to order at 9:30 a.m. and a quorum was established.

The Pledge of Allegiance was recited.

Public Comment Period

A resident thanked Ms. Ripoll for her emailed responses and commented regarding the debt service. Ms. Ripoll noted it was the County's error and gave an overview. It was noted the discussion related to the error is in the minutes of the August budget meeting.

Another resident also commented regarding the Debt Service.

There was brief discussion regarding the County's error.

It was noted the Social Committee has asked Ms. Reitz to post event signage throughout the community.

Mr. Henson, a resident, thanked Progreen for their sod work on the verge. He also commented regarding the need for oak tree trimming. Progreen noted the tree trimming is usually done in March.

A resident commented regarding the area inside of the wall in the townhome area on Montecito and noted it needs landscaping care. It was noted this is not a visible area and is not apart of the budget as of yet. There was brief discussion regarding resident permission to have the area maintained on their own. It was noted that it is only allowed for the single-family homes at this time.

There was discussion regarding the previous landscaping in that area.

There were no further public comments at this time.

Administrative Matters

Review and Consideration of the October 1, 2025, Board of Supervisors Meeting Minutes

The Board reviewed the minutes.

On motion by Ms. Glynn, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the October 1, 2025, Board of Supervisors Meeting Minutes.

Vendor Report

- **ProGreen Services LLC
Monthly Executive
Summary**

Mr. Carr gave an overview of the Monthly Executive Summary. He noted Poinsettia flowers will be donated for the holiday season. Ms. Wagner will follow up with dates for planting.

Mr. Carr will bring proposals for palm removal to the next meeting.

There was discussion regarding the demo lighting and the areas being lit. It was noted there will be a proposal for the Board to review once feedback is received. There may be wiring issues at the monuments, and an electrician will be needed for those areas. Demo lights will be left up until Friday. Ms. Wagner will gather feedback to relay to Progreen.

SECOND ORDER OF BUSINESS

General Business Matters

Street Light Maintenance Proposals

The Board reviewed the proposals. It was noted these proposals include the streetlights and the signs.

Ms. Reitz noted the previous proposals did not include the signs.

Ms. Wagner noted she did have the breakdown of streetlights with and without signs. She gave an overview of the proposals.

This subject will be discussed in the General Manager's Report.

Discussion of Sidewalk Maintenance

The Board reviewed the map provided by Precision Sidewalk, based on a drive through of the community with Ms. Ripoll and Ms. Wagner. Precision Sidewalk has submitted a proposal and has broken down the sidewalk repair into three categories based on severity.

Ms. Wagner noted the map will be provided to other vendors to also submit proposals.

There was discussion regarding the sidewalks and the proposals. Mr. Nehiba noted there are several sidewalks that are a severe hazard.

It was noted that all sidewalks need to be ADA compliant.

The Board requested to get breakdown proposals for the most severe sidewalk issues. It was noted the map highlighted 12 areas as most severe.

It was also noted grinding is included in the scope of work and that sidewalk cracks have been excluded.

This item will be kept on the agenda.

Update Regarding AED Machine

Ms. Wagner has purchased the AED machine, and it will be arriving by Friday. She noted it was purchased at a lower price than originally expected.

Berman will set up classes at the beginning of the year for residents. Ms. Wagner will notify the residents via email blast.

Discussion of Driveway Encroachment

Mr. Pawelczyk gave an overview. It was noted the encroachments have been reviewed by the District Engineer. There are a few properties where the Developer has planted trees on CDD property that must be maintained by the District. It was also noted there are no current issues with the driveway encroachments.

Mr. Wellman is working with Progreen for proposals on removal of those trees. There are 7 trees in total. Proposals will be brought back to the next meeting.

There was brief discussion regarding the encroachments and liability regarding the trees.

Mr. Pawelczyk noted the CDD could give the homeowner responsibility of maintaining the tree via an agreement if the Board so chooses. Progreen has been maintaining the trees thus far.

This item will be kept on the agenda.

Capital Project Recommendations

Ms. Glynn gave an overview of the projects and costs. This overview included projects completed in 2025 and planned upcoming projects. She noted the line-item budgets have been adjusted based on the projects that have come under budget.

There was brief discussion regarding the wall at Shearwater. Mr. Adams noted there are several cracks in the wall that need repair. It was recommended that the District Engineer follow up. Mr. Degrace will look at that location the next time he is on property, along with Mr. Adams.

Ms. Glynn noted that project is on the Capital Project list for 2030.

There was brief discussion regarding the debt service amounts and transferring money to the capital reserves.

There was also brief discussion regarding purchasing the clubhouse furniture.

On motion by Ms. Reitz, seconded by Mr. Nehiba, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the purchase of the Clubhouse furniture, with a not to exceed amount of \$18,500.00.

Review and Consideration of Resolution 2026-02, Declaring Rule Void and Unenforceable

Mr. Pawelczyk gave an overview and noted the new law regarding open carry. The current provision in the resolution may be construed as limiting rights regarding the new law. The recommendation is to remove that provision to be in compliance with the State law.

Mr. Pawelczyk noted the rule making process will have to be completed at a later date. The recommendation is for the Board and Ms. Wagner to review all other rules in order to change or amend them all at the same time. Any questions can be sent to District Counsel or District Management.

There was discussion regarding the open carry law and handling issues on the District's property. It was noted, if there are any issues, the recommendation is to call the police.

Mr. Pawelczyk will follow up with any legislative updates.

On motion by Mr. Adams, seconded by Mr. Nehiba, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Resolution 2026-02, Declaring Rule Void and Unenforceable.

It was noted "Rule Making Discussion" will be on the next agenda.

Review and Consideration of Resolution 2026-03, Adopting a Revised Budget for FY25

Ms. Ripoll noted the overall budget has remained the same, but there was line items adjusted as needed. Once approved, the revised budget will be posted on the District's website.

On motion by Mr. Wellman, seconded by Ms. Glynn, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Resolution 2026-03, Adopting a Revised Budget for FY25.

Discussion of Weather and Soil Monitoring Sensor

Mr. Nehiba gave an overview and noted this is a recommendation by the irrigation vendor. This system will be mounted outside and will provide monitoring for the irrigation, weather, and soil. This would allow for better or less water usage. The data is collected via cellular transmission.

There was brief discussion regarding the location of the system and the budget.

It was noted the gate will be completed on Friday along with the camera installation. The front door is also being refinished on Friday.

Mr. Montejano noted the installation of the weather system would be under capital and the maintenance would be under O&M.

This item will be kept on the agenda.

Discussion of Roof Report

Mr. Nehiba gave an overview. He noted there was a leak in the roof of the Clubhouse, which is still under warranty. The original vendor will be coming out on Friday to inspect the issues.

This item will be kept on the agenda.

Ratification of Payment Authorization Nos. 39-44

The Board reviewed the authorizations. It was noted they were reviewed by Ms. Glynn and District Staff.

On motion by Ms. Reitz, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Montecito Community Development District ratified Payment Authorization Nos. 39-44.

Review of District Financial Statements

Ms. Ripoll stated the financials are as of September 2025. She noted these will be posted on District's website once approved.

Mr. Montejano noted overall the District has stayed under budget.

On motion by Mr. Nehiba, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the District Financial Statements.

THIRD ORDER OF BUSINESS

Other Business

Staff Reports

District Counsel – No report.

District Engineer – Mr. Degrace noted the CUP renewal is on track to be submitted mid-December to the State.

District Manager –

Ms. Ripoll reminded the Board that the next meeting is December 3, 2025, at 9:30 a.m., at the same location.

General Manager –

- **General Manager's Report**

Ms. Wagner gave an overview of the General Manager's monthly report and ongoing projects. She gave an overview of the street light poles proposals. It was noted the proposals do not include the boot of the pole.

There was brief discussion regarding the proposals and the costs.

Ms. Ripoll noted the Board wanted the poles to be painted prior to the holiday lighting being placed. Ms. Wagner recommended doing the light poles this year and the sign poles can be done in the next fiscal year.

It was noted both vendors have worked with the District.

There was continued discussion regarding the proposals and costs.

On motion by Ms. Reitz, seconded by Ms. Glynn, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the Anchor Painting Street Light Pole Proposal, in the amount of \$11,450.00.

Ms. Wagner gave an overview of the AED machine that was purchased and the items that the weather station will monitor once installed.

Ms. Wagner noted she has received three proposals for the sidewalk pressure washing. This will be kept on the agenda until sidewalk repair has been completed.

Ms. Wagner gave an overview of the storm drain repair proposals. She has received two quotes, and they are approximately the same price, around \$6,500.00.

There was brief discussion regarding the storm drain proposals. There are six drains needing to be fixed. It was noted Berman would do a walk through with the vendor once the project is completed. This item will wait until the sidewalk repair.

Ms. Wagner gave an overview of the roof pressure washing proposals. It was noted this would take place after the roof repair is completed.

There was brief discussion regarding the roof repairs needed and possible additional costs not covered by the warranty. It was noted permits were submitted with the original roof.

Ms. Wagner gave an overview of the paver repairs. She noted she has not received an update from the District Engineer as of yet.

There was brief discussion regarding the paver repairs. It was noted the District Engineer provided a few maps in the agenda packet regarding the locations needing repair. Two proposals were also provided for the Board's review.

A resident commented regarding the paver installment and noted they are uneven.

There was brief discussion regarding the scope of work.

On motion by Mr. Nehiba, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the Paver Repair Proposal from Rose Paving, in the amount of \$6,400.00.

Mr. Nehiba commented regarding a truck that is leaking oil on the pavers. Mr. Pawelczyk recommended sending the resident a letter regarding the new pavers being installed and any damage to the pavers will be the responsibility of the resident.

Mr. Degrace noted the markings are still visible for the pavers. It was noted that typically the pavers are reset, not replaced.

Supervisors Requests & Audience Comments

Ms. Glynn commented regarding the gym alarm. Ms. Wagner noted the batteries were replaced and it has been fixed.

Ms. Glynn also noted the new pool cushions have been installed. Ms. Wagner noted the old pool cushions were disposed of.

There was brief discussion regarding the playground maintenance and upkeep. Ms. Wagner noted she has received the manual but is waiting on installation of the bench. She will contact the vendor to get the cost of preventative maintenance.

There were no further Supervisor requests or comments at this time.

Adjournment

There was no further business to come before the Board.

On MOTION by Mr. Adams, seconded by Mr. Nehiba, with all in favor, the Montecito Board of Supervisors CDD adjourned the November 5, 2025, Board of Supervisors' meeting at 11:38 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson



Montecito Community Development District

**ProGreen Services LLC
Monthly Executive Summary**

Montecito CDD Monthly Executive Summary – ProGreen Services

Date: November 24, 2025

This report provides an overview of landscaping and maintenance services performed throughout the Montecito Community Development District (CDD) during late October and November 2025. The primary focus for this period included regular mowing of townhome and single-family sections, targeted shrub trimming, continued weed control, and multiple irrigation system repairs on the west pump system.

Maintenance Service Schedule

Mowing and detailing followed the established alternating schedule for the CDD:

- Townhome side serviced at the beginning of the week.
- Clubhouse and single-family areas serviced mid-week.
- Detailing and shrub trimming on a rotating schedule to provide consistent coverage across CDD-maintained areas.

Mowing continues a every-other-week rotation, with detail work (shrub trimming, bed weed control, and touch-up services) performed on the opposite week or as needed.

Fertilization and Weed Control Update

- Weed control efforts focused on primary street fronts and high-visibility sections of the CDD, including Carlsbad Dr, Simeon Dr, Redondo Dr, and Ventura Dr.
 - Targeted herbicide applications were made along Carlsbad Dr (including the plastic fence line) and Simeon Dr to reduce weed pressure in turf and bed areas.
 - Ongoing inspections are being used to identify follow-up weed control needs heading into the winter detailing period.
-

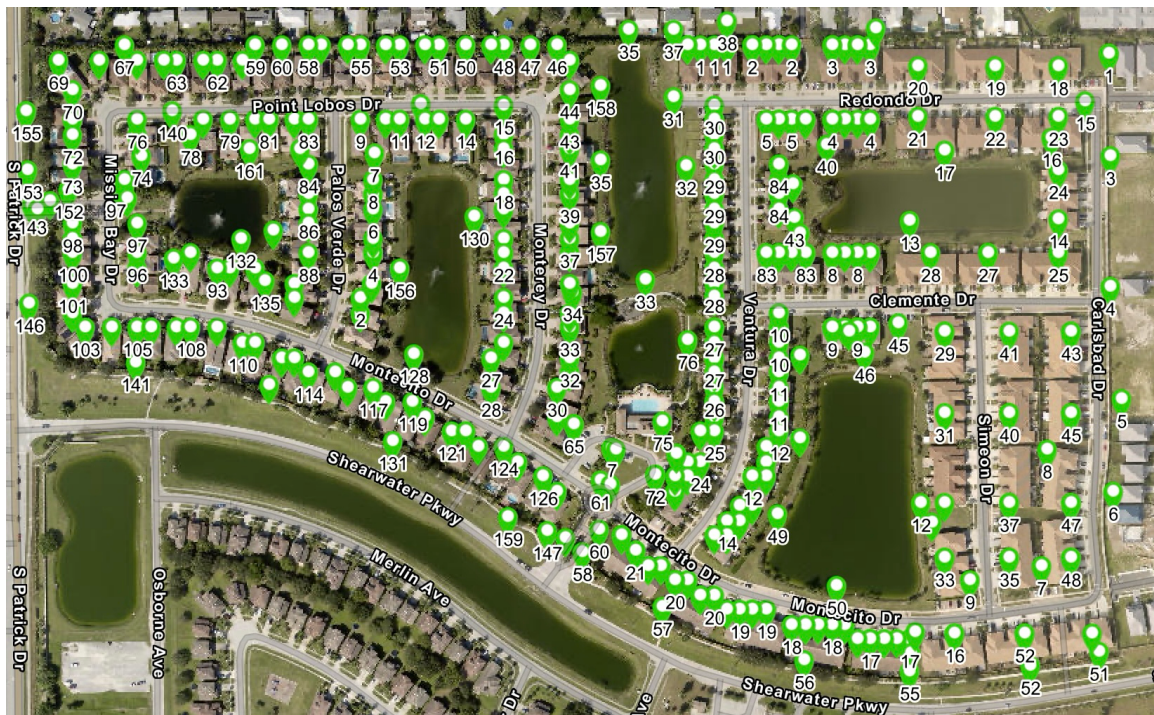
Irrigation System Update

Several irrigation issues were identified and corrected during the month to support consistent coverage and reduce water loss:

- Completed wet checks and repairs on the West Controller, addressing zones that were not operating properly.

- Zone 71 – West Pump (624 Mission Bay): Replaced a stuck valve in the backyard to restore normal operation.
- Zone 75 – Behind 645 Mission Bay: Repaired a leak located under the pool equipment slab.
- Sprinkler gushing at Shearwater entrance: Issue was identified and repaired on 11/20.
- On 11/21, a report from Angie with Insights noted approximately 130 GPM of constant flow on the West pump when open. A break was confirmed behind 369 Montecito Dr, and the repair has been completed to eliminate the excessive flow and stabilize the system.

Ongoing irrigation checks will continue, with a focus on monitoring high-use zones and verifying that prior repairs are holding.



Completed Projects

During the reporting period, the following CDD projects and services were completed:

- Townhome Mowing:
 - Carlsbad Dr, Simeon Dr, Clemente Dr, right side of Ventura Dr, and south side of Redondo Dr.
 - Additional mowing of townhome sections along Redondo Dr and Montecito Dr as scheduled.

- Single-Family Mowing:
 - Point Lobos Dr, Monterey Dr, Mission Bay Dr, Palos Verdes Dr, and Montecito Dr on the single-family side.
- Shrub Trimming & Detailing:
 - Trimmed green island Ficus behind the mailboxes on Ventura Dr and behind the right side of Ventura Dr.
 - Trimmed shrubs and detailed the south side of Redondo Dr (front and back).
 - Trimmed shrubs along the north side of Redondo Dr (front and back).
 - Trimmed the left side of Ventura Dr and cleared around the mailboxes.
- Weed Control:
 - Applied weed spray along Carlsbad Dr (front and back), including the plastic fence line.
 - Applied weed spray along Simeon Dr (front and back).

These efforts helped maintain curb appeal in both townhome and single-family CDD-maintained areas.

Weekly Service Summaries

Week of October 27–31, 2025

Monday 10/27/25 – CDD

- Mowed CDD townhome areas: Carlsbad Dr, Simeon Dr, Clemente Dr, right side of Ventura Dr, and south side of Redondo Dr.

Tuesday 10/28/25 – CDD

- Mowed CDD sections along Redondo Dr, left side of Ventura Dr, and Montecito Dr.
- Detailed clubhouse approaches including the front and rear entrances.
- Mowed/cleaned “outside the wall” along the CDD-maintained perimeter.

Wednesday 10/29/25 – CDD

- Mowed CDD sections of the single-family side: Point Lobos Dr, Monterey Dr, and Mission Bay Dr.

Thursday 10/30/25 – CDD

- Mowed CDD sections of the single-family side along Palos Verdes Dr and Montecito Dr.
 - Trimmed green island Ficus behind the mailboxes on Ventura Dr and green island Ficus behind the right side of Ventura Dr.
-

Week of November 10–14, 2025

Monday 11/10/25 – CDD

- Mowed CDD townhome sections: Carlsbad Dr, Simeon Dr, Clemente Dr, and Redondo Dr.

Tuesday 11/11/25 – CDD

- Mowed CDD sections along Ventura Dr and Montecito Dr.
- Detailed around the clubhouse (front and back).
- Mowed and cleaned outside the Shearwater wall.
- Completed wet checks and repairs on the West Controller.
- Zone 71 – West Pump (624 Mission Bay backyard): Replaced a stuck valve.

Wednesday 11/12/25 – CDD

- Replaced valve on the West Controller Zone 71 due to a leak.

Thursday 11/13/25 – CDD

- Trimmed shrubs and detailed the south side of Redondo Dr (front and back).
- Applied weed spray on Carlsbad Dr (front and back), including the plastic fence line.

Friday 11/14/25 – CDD

- Trimmed shrubs on the north side of Redondo Dr (front and back).
 - Applied weed spray on Simeon Dr (front and back).
 - Trimmed left side of Ventura Dr and cleared around the mailboxes.
-

Meetings, Requests, and Coordination

- 11/19 – Resident/Board Request:
A request was received to trim two very tall palm trees located on CDD property

to the southeast of a townhouse. These palms were previously trimmed earlier in the year. If approved, an additional trimming will be scheduled and completed under CDD direction.

- **Irrigation Coordination:**
Communication with Angie (Insights) regarding the constant flow on the West pump (approx. 130 GPM) led to investigation and repair of the leak behind 369 Montecito Dr, resolving the excessive water use and improving system performance.

Next Steps and Focus Areas

- **Weed Control:**
Continue targeted weed control along primary streets, entry points, and high-visibility common areas, especially Carlsbad Dr, Simeon Dr, Redondo Dr, and Ventura Dr.
- **Shrub Trimming & Detailing:**
Complete any remaining shrub trimming and detailing along Redondo, Ventura, and other main corridors to close out the current cycle and prepare for winter maintenance.
- **Irrigation Monitoring:**
Maintain ongoing irrigation checks on the West Controller and recently repaired zones (Zones 71 and 75, plus 369 Montecito Dr) to verify that all components remain fully operational and to prevent further leaks or excessive flow conditions.
- **Palm Trimming Request:**
Await formal approval for additional trimming of the two tall palms on CDD property. Once authorization is received, schedule and complete the work as part of the next trimming cycle.



Montecito Community Development District

Discussion of Sidewalk Maintenance



Montecito Community Development District

Discussion of Driveway Encroachment (Tree Removal)



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

PROGREEN SERVICES

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+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 9766

ADDRESS

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE

11/05/2025

TOTAL

\$1,500.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Tree Care - Removal of sabal palms. 2 at 49 Montecito Dr . 1 at 776 Simeon Dr and 3 at 774 Carlsbad	6	250.00	1,500.00

We appreciate the opportunity!

TOTAL

\$1,500.00

THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>







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Montecito Community Development District

Capital Project Updates



Montecito Community Development District

Discussion of Roof Update



Montecito Community Development District

Update of Weather and Soil Monitoring Sensor





Montecito Community Development District

Discussion of Rule Making

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Adopted Rules, Policies, and Fees for the Montecito Amenity Center

208 Montecito Drive

Satellite Beach, Florida 32937

Adopted January 19, 2015 (Resolution 2015-05)

Amended October 29, 2018 (Resolution 2019-01)

Amended February 14, 2024 (Resolution 2024-02)

Amended March 13, 2024 (Resolutions 2024-03 and 2024-05)

DEFINITIONS

“Amenity Facilities” or “Amenity” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center clubhouse, fitness training room, game room, swimming pool area, and playground, together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean these Amenity Facilities Policies of Montecito Community Development District, as amended from time to time.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Montecito Community Development District’s Board of Supervisors.

“General Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors.

“Guest” – shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

“District” – shall mean the Montecito Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Non-Resident User” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean registered Resident(s), Non-Resident User(s), and registered Renter(s)/Leaseholder(s) who are eighteen (18) years of age and older.

“Property Owner” – shall mean that person or persons having fee simple ownership of land within the Montecito Community Development District.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement of 12 months or more.

“Registered” – shall mean individuals who have completed the District registration form and signed the Facility Access Card agreement.

“Vendor” – shall mean an individual or company authorized by the District to perform work on District property.

MONTECITO ANNUAL USER FEE

The Annual User Fee for any Non-Resident is \$1,600.00 per year (as stated in Exhibit “A”). This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by Non-Residents. Such fee may be increased, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year. The use of the Amenity Facility is not available for commercial purposes.

MONTECITO FACILITY ACCESS CARDS AND GATE TRANSMITTERS

- (1) Two (2) Facility Access Cards will be issued to each residential unit within the District for Patrons and non-resident fee payers. There is a \$25.00 charge to replace lost Facility Access cards (as stated in Exhibit “A”). The maximum number of Facility Access Cards any one unit or non-resident user can hold at any time is two.
- (2) Two (2) Gate Transmitters are issued to new unit owners for a fee of \$30.00 each (as stated in Exhibit “A”). Additional Gate Transmitters are available for purchase for a fee of \$30.00 each (as stated in Exhibit “A”).
- (3) Facility Access Cards may be disabled at any time as described in RULES: SUSPENSION AND TERMINATION OF PRIVILEGES.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any Policies as set forth by the District could result in loss of that Patron’s privileges.
- (2) Each Patron may bring no more than five (5) persons, on a per residential unit basis, as guests to the Amenities at one time unless the Patron has reserved a room at the Amenity Center and has paid the required usage fee. In the event the Patron has rented a room at the Amenity Center, the number of Guests shall be limited by the room or pavilion policies.
- (3) Patrons must be present when their Guests are using any of the Amenity Facilities.

RENTER’S PRIVILEGES

- (1) Property Owners who rent or lease their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Renter user application and sign the accompanying agreement. A Renter who is designated as the beneficial user of the Resident’s privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property. Facility Access Cards in possession of the Property Owner must be provided to the Renter and registered to the Renter by the General Manager in order for the Renter to gain access to the Amenity Facilities.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the behavior of their respective Renter(s).
- (5) If such individuals reside with the Property Owner, the Property Owner shall be required to add, to the Amenity Center Registration Form, the names of all individuals who reside in the Property Owner's home, whether as a result of a rental agreement, lease, or any other agreement, and the Property Owner shall be held financially responsible for any and all damage to District property caused by any of the individuals who reside in the Property Owner's home. Such individuals will not be issued additional Facility Access Cards.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. All Patrons and Guests are expected to and shall clean up after themselves when using the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees, pursuant to Chapter 190, Florida Statutes.

- (1) All Patrons and their Guests are responsible and liable for any damage to the District property and equipment. If damage of any kind is caused by the Patron or Guest, items will need to be replaced and paid in the full amount. Suspension of privileges may occur from time-to-time if items are not replaced appropriately or paid for in full, as the case may be.
- (2) Vehicles shall be parked in designated areas. Violators are subject to towing and/or having their facility access privileges suspended or revoked in accordance with the District's Parking and Towing Rules.
- (3) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (4) The Board of Supervisors (as an entity), General Manager and/or the District Manager shall have full authority to enforce these policies.
- (5) Smoking, the use of tobacco products, vaping, and the use of illegal drugs are not permitted at any of the Montecito Amenity Facilities or lands.

- (6) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (7) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (8) The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.
- (9) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time.
- (10) Events/Performances/Classes at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager or the District Board of Supervisors.
- (11) Unless permitted otherwise per these policies; alcoholic beverages are not permitted at any District owned facility or property at any time.
- (12) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated, or posted on Amenity Facilities property unless approved in writing by the District Manager.
- (13) The Amenity Facilities shall not be used for commercial purposes unless such facilities have been rented pursuant to these Rules and the adopted rental policies of the Amenity Center and provided that such rental is undertaken and effectuated in accordance with all other terms and provisions of these Rules and the Amenity Center Policies. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (14) To the extent not pre-empted by the laws of the State of Florida, firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (15) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- (16) All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (17) Loud, profane, obscene, or abusive language is absolutely prohibited.
- (18) Patrons or Guests are not allowed to bring to or utilize grills or smokers at or on the Amenity Facilities property.
- (19) Music/video playing devices are not permitted, unless they are personal units equipped and utilized with headphones (except in connection with an approved Amenity Center rental).
- (20) No wet bathing suits, towels, or clothing are allowed in the Amenity Center rental room or when using the furniture.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her person and property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or minor children. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or minor children.
- (3) Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District or its contractors, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

AMENITY FACILITY OPERATIONS

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

Emergencies: After contacting 911 if required, all emergencies and injuries at or in the vicinity of an Amenity Facility shall be reported to the office of the District Manager.

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

- (1) Children under sixteen (16) years of age must be accompanied at all times by a Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) The swimming pool chair lift is for use by disabled Patrons and Guests only and designed for self-use by the Patron or Guest. District staff will not be provided for assisting any Patron or Guest with the chair lift. Any use of the chair lift by non-disabled Patrons or Guests is prohibited and considered a violation of the Amenity Center Policies.
- (4) Any music/video playing devices are not permitted, unless they are personal units equipped and utilized with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the pool facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (7) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (8) Patrons and Guests are required to utilize the showers before entering the pool.
- (9) Alcoholic beverages and glass containers are prohibited anywhere within the fenced in pool area.
- (10) Food and drink is prohibited in the pool. Food and drink is prohibited within five (5) ft. of the pool edge.
- (11) No chewing gum is permitted in the pool or on the pool deck area.
- (12) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (13) No one shall pollute the pool. The Patron is liable and responsible for any costs incurred in treating and reopening the pool after any polluting of the Pool by the Patron, his or her Guest or minor children.
- (15) The General Manager is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern, at the General Manager's discretion.
- (16) Pets (except service animals), bicycles, skateboards, roller blades, scooters and non-District owned golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (17) The District Manager and the Board reserve the right to authorize and approve all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, as well as swim lessons and aquatic/recreational programs.
- (18) Proper swim attire (no cutoffs) must be worn in the pool.
- (19) Radio controlled water craft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, obscene, or abusive language is absolutely prohibited.

- (24) Smoking, the use of tobacco products, vaping, and the use of illegal drugs is not permitted at any of the Amenity Facilities or District lands.
- (25) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (26) The Amenity Center pool and covered lanai area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.

SWIMMING POOL: URINE/FECES POLICY

- (1) If contamination occurs, the pool will be closed so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Children should be taken to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (4) For the comfort of others, the changing of diapers or clothes is not allowed poolside.

FITNESS TRAINING ROOM POLICIES

Eligible Users: Patrons and Guests sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. Anyone under sixteen (16) years of age must be accompanied by a Patron in the fitness training room.

Food and Beverage: Food (including chewing gum) is not permitted within the District fitness training room. Beverages, however, are permitted in the District fitness training room if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes: t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room upon prior approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Any music/video playing devices are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment. They should be placed on the table in the fitness training room.
- (7) Weights or other fitness equipment may not be removed from the District fitness center.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other Patrons or Guests are waiting.
- (9) Please replace weights to their proper location after use.
- (10) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

GAME ROOM GENERAL POLICIES

- (1) The pool table, foosball table, and ping pong table are limited to one (1) game per use when others are waiting.
- (2) Patrons and Guests sixteen (16) years of age and older are permitted to use the pool table, foosball table, and ping pong table during designated operating hours. Anyone under sixteen (16) years of age must be accompanied by a Patron when using the pool table, foosball table, and/or ping pong table.
- (3) Glass or beverage containers of any kind are not allowed on or around or in the proximity of the pool table, ping pong table, and foosball tables at any time.
- (4) Gambling is prohibited within the Amenity Facilities.

PLAYGROUND RULES

- (1) Children under the age of twelve (12) must be accompanied by a Patron.
- (2) No roughhousing on the playground.
- (3) Patrons and Guests using the playground shall clean up all food, beverages, and miscellaneous trash brought to the playground. Glass containers are prohibited in the playground area.
- (4) Use of the playground may be limited from time to time due to a previously approved sponsored event.
- (5) Alcoholic beverages are not permitted on the playground.
- (6) Loud, profane, obscene, or abusive language is absolutely prohibited.
- (7) Smoking, the use of tobacco products, vaping, and the use of illegal drugs is not permitted at any of the Amenity Facilities or District lands.

AMENITY CENTER CLUBHOUSE ROOM AT THE AMENITY CENTER: RENTAL POLICIES

Residents and Non-Resident Users may reserve the Amenity Center Clubhouse Room through the General Manager's office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Patrons may not reserve the Amenity Center Clubhouse Room more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed seventy-five (75) persons. Reservation of the Amenity Center Clubhouse Room is on a first come, first serve basis and is subject to approval by the General Manager. Upon application (Exhibit "B") for use of the Amenity Center Clubhouse Room, the General Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Amenity Center Clubhouse Room will be required to pay the costs associated with the attendant. The Amenity Center Clubhouse Room will not be available for rental on the following days:

December 24th
December 31st
Easter Sunday
Memorial Day

December 25th
January 1st
July 4th
Labor Day

Thanksgiving Day

The Amenity Center Clubhouse Room is not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday.

The Montecito pool and pool area (including the surrounding decks and furniture), fitness training room, game room, and playground are not available for reservation and shall remain open to all Patrons and their Guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

A cleanup fee in the amount established by District may be required depending on the function. The General Manager should be contacted to make proper arrangements regarding the reservation of the Amenity Center Clubhouse Room and to obtain the amounts of the deposit and cleanup fee.

No open or burning flames or campfires are allowed at the Amenity Facilities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Amenity Center Clubhouse Room:

Policies

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the Amenity Center Rental Room Application as approved by the General Manager or District Manager.
- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.

Schedule of Fees/Deposits

- (1) A non-refundable room rental fee for the Amenity Center Clubhouse Room will be charged as follows: \$50.00 for up to 25 guests, \$100.00 for 26 through 50 guests, and \$150.00 for 51 through 75 guests (as stated in Exhibit "A"). A final guarantee (number) of Guests is to be conveyed to the General Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original application will be considered correct. A personal check, cashier's

check, or money order shall be made out to the “Montecito Community Development District” and submitted to the General Manager’s Office.

- (2) A refundable security deposit of \$400.00 (or \$500.00 with events including preauthorized alcohol as stated in Exhibit “A”) shall be charged to the persons making the reservation and shall be submitted to the General Manager’s Office in the form of a separate personal check, cashier’s check or money order. (which shall be made payable to the “Montecito Community Development District”). To receive a full refund of the deposit, the following must be completed:
1. Ensure that all garbage is removed and placed in the appropriate trash bins.
 2. Remove all displays, favors, or remnants of the event. (No adhesives are permitted on walls or windows.)
 3. Wipe off and restore the furniture and other items to their original position.
 4. Wipe off counters, table tops, and sink area.
 5. Ensure that no damage has occurred to the Amenity Center Clubhouse Room and its surrounding property and facilities if used by Patron and their Guests.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. Note: The District Manager shall determine the amount of the deposit or a portion thereof to be returned, if any. Any damages to District Property, including but limited the Amenity Facility and the furniture, equipment, and appurtenances of the Amenity Facility, shall be the responsibility of the Patron who signed the Amenity Center Rental Room Application, even if said damages exceed any deposit posted with the rental.

Indemnification

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

FISHING AND LAKE POLICY

Patrons and Guests sixteen (16) years of age and older are permitted to fish in the lakes/retention ponds within the District. Anyone under sixteen (16) years of age must be accompanied by a Patron when fishing. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District requests that everyone respect their fellow neighbors/property owners and access the lakes/retention ponds through the proper access points.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District’s lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the District’s natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

No watercraft except authorized maintenance vehicles, vessels or equipment are allowed in the lake/retention ponds. Any violation of this policy will be reported to the local authorities.

Swimming and wading are prohibited in all of the lakes/retention ponds. Please use the pool at the Amenity Center for swimming activities.

USE OF DISTRICT PROPERTY

(1) No trash, debris, lumber, metals, bulk materials, garbage or other waste material or refuse shall be kept, placed, stored and/or allowed to accumulate on any part of the District property, except building material during the course of any previously approved residence improvement by the Master Homeowners Association, Single Family Homeowners Association and/or Townhomes Association, as set forth in the covenants of the respective Homeowners Association.

(2) The misuse, disabling, modification, tampering, interference of any District property, including, but not limited to irrigation pumps, timers, valves, gates, security system, air conditioning system and controls, pool pumps and systems, furniture, kitchen equipment, decorations, lighting and lighting controls, internet, audio visual equipment, fitness equipment, playground facilities, District's rights-of-way, road verge, District's landscaping, and District's signage is strictly prohibited.

(3) Temporary Access for purposes of approved residence improvement. A Property Owner may request permission, for a limited time period, to utilize District property for purposes of ingress and egress in order to access the residential property of said Property Owner to accommodate the installation or construction of a residential improvement (i.e. the Property Owner requests the use of District property for purposes of ingress and egress in connection with the installation of a paver deck in Property Owner's backyard). The District may grant such permission to the Property Owner under the following conditions:

- a. Property Owner completes and executes a Montecito CDD Temporary Access Request Form and Agreement (the "Request Form") agreeing to all terms of the Request Form, and Property Owner delivers the same with all required back-up documentation and information required by this section to the District (the Request Form can be obtained from and all submittals required by this section shall be made to the General Manager of the Montecito Beach Club Amenity Center (the "General Manager") or to the individual otherwise designated by motion of the Board); and
- b. Property Owner has secured and submits to the General Manager written approval from the architectural review board (ARB) having jurisdiction for the improvements proposed to the real property of Property Owner; and
- c. Property Owner provides the General Manager with a detailed description of the proposed work to be performed for the improvements, the location of the work and improvements, and the estimated time to complete the improvements; and
- d. Property Owner provides the General Manager with a detailed sketch or drawing (engineering plans or survey is not required) of the location of the District property (the "Ingress/Egress Area") that the Property Owner is seeking to utilize for purposes of ingress and egress in order to facilitate the improvements proposed to the real property of Property Owner; and

- e. Property Owner provides the General Manager proof of ownership of the real property of Property Owner; and
- f. Property Owner pays to the District a non-refundable application fee in the amount of \$50.00 and a deposit in the amount of \$300.00 made payable to the Montecito Community Development District. The deposit will be cashed and deposited by the District, and after Property Owner completes the improvements that are the subject of the Request Form, the deposit shall be returned to the Property Owner minus any costs incurred by the District to repair or replace damages to any property or facilities of the District arising out of or in any way connected to Property Owner's use of the Ingress/Egress Area or District property. Any damages in excess of the deposit amount shall be the responsibility of the Property Owner and shall be paid to the District within thirty (30) days of an invoice for the same being sent to Property Owner at the address set forth on the Request Form. After the subject improvements are completed or the Property Owner informs the District that the subject improvements will not be made, the District will return the remaining deposit amount within sixty (60) days of the Property Owner's request to the General Manager for an inspection; and
- g. The Request Form has been executed by the Property Owner, which shall include all lawful fee simple owners of the residential property (i.e. if the husband and wife are owners pursuant to the deed of ownership, both the husband and the wife must sign the Request Form); and
- h. The Ingress/Egress Area shall be no more than ten (10') wide, unless otherwise specified as a special condition by the General Manager on the approved Request Form; and
- i. The permission to use the Ingress/Egress Area for purposes of access, ingress and egress is limited to one hundred eighty (180) days from the date the General Manager executes the Request Form; and
- j. For purposes of this section, the permission to use the Ingress/Egress Area is limited to the Property Owner and Property Owner's agents, assigns, employees and independent contractors, for which Property Owner shall be fully responsible; and
- k. Property Owner agrees to be responsible for any damages to the Ingress/Egress Area and to any District property or facilities arising out of the use of Ingress/Egress Area as permitted pursuant to this section; and
- l. Nothing in this section or in the Request Form shall be construed to grant Property Owner any permission or authorization to use any portion of District property other than the Ingress/Egress Area, and such permission does not extend to any other District property, privately owned property, or lot of the Property Owner's neighbors or other owners in the vicinity of Property Owner's property; and
- m. Property Owner shall be responsible for securing all required permits from the City of Satellite Beach, the applicable homeowner's association, or any governmental entity having jurisdiction over the improvements proposed or made to the property of Property Owner.

(4) Any violation of this section shall invoke the Suspension and Termination of Privileges section set forth herein and subject the violator to the imposition of costs and administrative fees for the removal of offending items and repairs or replacement of any District property damaged.

PETS

Dogs and all other pets (with the exception of service animals, as such term is defined by Florida Statutes or the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities. Dogs and all other pets must be kept on a leash at all times on property that is owned by the District. Pet owners must pick up and properly dispose of all pet waste on District-owned property.

RULES: SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to District Policies and Fees for All Amenity Facilities

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if he or she:

1. Fails to abide by the District Rules, Policies, and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on facility applications or to any District Staff.
3. Permits unauthorized use of a Facility Access Card.
4. Treats the personnel or employees of the District in an unreasonable or abusive manner.
5. Engages in conduct that is likely to endanger the welfare, safety, or reputation of the District or is in violation of Florida law.
6. Damages or destroys District property.

District Suspension and Termination Process

The General Manager or District Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Facilities for any violation of these Policies or for any of the above enumerated acts or omissions. Such suspension shall be documented in writing by the General Manager or District Manager and shall be issued to or sent to the Patron or Guest whose privileges have been suspended at the last known address of said Patron or Guest, with copy of the same being provided to the Board of Supervisors.

No person whose amenity privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of District Facilities assessments, dues, fees, District assessments, or any other fees and charges. During the suspension, District Facilities assessments, dues, fees, and District assessments shall continue to accrue and be payable for each billing period. Under no circumstance will a person be reinstated until all amounts due to the District, including but not limited to any amounts arising out of or in any way connected to damage caused to District Facilities by said Patron or Guest are paid in full.

Notwithstanding the foregoing, at any time a Patron is arrested for an act committed, or allegedly committed, while at any District Facility, including the Montecito Amenity Center, that Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Patron's privileges for one calendar year (or some shorter amount of time at the Board's discretion).

Appeal

Any person suspended by the General Manager or District Manager may appeal such suspension to the District Board of Supervisors. Appeals must be in writing and shall be filed with the General Manager or District Manager within forty-five (45) days of the date of the suspension letter. The Board of Supervisors will then schedule the appeal to be heard during the next regularly scheduled public meeting of the Board of Supervisors. However, appeals filed within five (5) business days of the next regularly scheduled Board meeting will be heard at the Board meeting following the next regularly scheduled Board meeting. During the meeting of the Board of Supervisors in which the appeal is to be heard, the person or persons suspended shall appear before the Board. The Board of Supervisors shall have the power to reduce, remove, or impose conditions related thereto, but not increase the length of the suspension.

Exhibit A: Schedule of Fees

Exhibit B: Amenity Center Rental Room Application

Exhibit C: Age Table for Amenity Facility Areas

Exhibit A: Schedule of Fees

Amount	Description of Fee
\$1,600	Annual Non Resident User
\$25	Replacement Facility Access Card
\$30	Replacement Gate Transmitter
\$50	Amenity Center Rental Room fee for 0-25 Guests
\$100	Amenity Center Rental Room fee for 26-50 Guests
\$150	Amenity Center Rental Room fee for 51-75 Guests
\$400	Amenity Center Rental Room Deposit – No Alcohol
\$500	Amenity Center Rental Room Deposit – Alcohol

Exhibit B - Amenity Center Rental Room Application

MONTECITO AMENITY CENTER RENTAL ROOM APPLICATION

Name: _____ Today's Date: _____
 Street Address: _____
 Daytime Phone: _____
 Intended Use: _____ Estimated Attendance _____
 Date of Event: _____ Time (5hr max.) _____ to _____
 RENTAL COST (Non-Refundable) FEE AMOUNT \$50.00, \$100.00 or \$150.00 CHECK # _____
 RENTAL DEPOSIT COST FEE AMOUNT \$400.00 CHECK # _____
 RENTAL DEPOSIT w/ ALCOHOL FEE AMOUNT \$500.00 CHECK # _____

I agree to indemnify and hold harmless the Montecito Community Development District, and its agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the Amenity Center. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

I have read, understand, and agree to abide by all policies and rules of the District governing the Amenity Center. Failure to adhere to the District's policies and rules may result in the suspension or termination of any privileges to use the facility. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Montecito Community Development District, and their agents, supervisors, officers, directors, employees, and staff as additional insured.

 Signature of Authorized User

 Date

Please initial by each:

1. _____ There is a maximum Capacity of 76 for the Montecito Amenity Center Room (75 attendees, plus a paid attendant if necessary). Residents must inform their guests that once the scheduled party is completed, all guests are requested to exit.
2. _____ The rental fee is Fifty Dollars (\$50.00) for up to 25 guests, One Hundred Dollars (\$100.00) for 26 through 50 guests, and One Hundred Fifty Dollars (\$150.00) for 51 through 75 guests. Checks need to be made payable to MONTECITO CDD.
3. _____ All fees and deposits are required to be paid seven (7) days prior to the event.
4. _____ The five (5) hour maximum time limit includes setup and cleanup time. Please schedule accordingly.
5. _____ The five (5) hour maximum time limit applies to all guests in attendance. Once party is complete, all guests are required to exit. Standard guest policy applies outside scheduled reservation.
6. _____ No adhesives, including tape, are permitted on the walls, windows, woodwork, or furniture of the Amenity Center. Any resulting damage whatsoever to the walls, windows, woodwork, or furniture of the Amenity Center shall be the responsibility of the Renter.
7. _____ No wet bathing suits, towels, or clothing is allowed in the rental room or on the furniture.
8. _____ A refundable security deposit in the amount of Four Hundred Dollars (\$400.00) shall be provided for the Montecito Amenity Center Room, made payable to MONTECITO CDD. If alcohol is authorized, a refundable security deposit in the amount of Five Hundred Dollars (\$500.00) shall be provided for the Montecito Amenity Center Room.
9. _____ All deposit and Fee checks will be deposited prior to event. The refund check will be processed within 7 to 10 business days after a complete clean-up inspection by District Staff has taken place without incident.
- Circle - **Yes or No** Is alcohol being served at your party? (Additional insurance coverage is required if alcohol is going to be provided, and approval by the District Manager is required.)
10. _____ Additional fees may be assessed if the clean up is incomplete or if event is not kept within the identified times.
11. _____ Additional Staff Fees may apply if rental is outside of clubhouse site manager's hours.

Circle - **Yes or No** Are there any outside vendors being hired for your event? If yes, please furnish the Management Office with the proper Certificate of Insurance naming the Montecito Community Development District as additionally insured.

- 12._____ I have read and understand the Amenity Center Rental Policies.
- 13._____ Game room and pool are not included as part of the Montecito Center Room rental.
- 14._____ In accordance with the Adopted Rules, Policies, and Fees of the Montecito Amenity Center, any unscheduled events or parties held in the Montecito Amenity Center Room without prior written approval of the District shall be a violation of said rules and may result in a suspension of Amenity Center privileges in accordance with said rules.
- 15._____ Event insurance is required if alcohol is being served. Insurance can be obtained through a provider of your choice or through www.Theeventhelper.com

Exhibit C: Age Table for Amenity Facility Areas

Amenity Facility Area	Age Allowed <u>with</u> an Accompanying Patron	Age Allowed <u>without</u> an Accompanying Patron
Swimming Pool	15 and under	16 and up
Fitness Training Room	15 and under	16 and up
Clubhouse/Game Room	15 and under	16 and up
Playground	11 and under	12 and up
Lakes/Ponds	15 and under	16 and up

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

AMENDED PARKING AND TOWING RULES

Adopted March 19, 2012 (Resolution 2012-01)

Amended October 29, 2018 (Resolution 2019-01)

Amended June 22, 2020 (Resolution 2020-03)

- 1.0 Parking and Towing. The rules and regulations of this Section 1.0 are hereby adopted by the Montecito Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules."
- 1.1 Applicability. The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District rights-of-way, including but not limited to the roads, streets, thoroughfares, swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of- Way"), all as more particularly shown in Appendix 1.0, which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
- 1.2 District Parking Lots or Areas. Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Amenity Center parking lot and Parking Areas throughout the community on District property. Parking within the Amenity Center parking lot shall be on a first come, first served basis for individuals utilizing the Amenity Center during Amenity Center operating hours. Notwithstanding, overnight parking at the Amenity Center, defined as parking in the Amenity Center parking lot when the Amenity Center is closed, of those non-commercial vehicles authorized to or not prohibited from parking on the Right-of-Way is permitted for a time period not to exceed 72 hours. No trailers shall be parked in the Amenity Center parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.
- 1.3 On-Street Parking.

1.3.1 On-street parking in the District is limited to the following locations and hours, otherwise it is strictly prohibited:

- (a) Residents, including homeowners and renters, are prohibited from parking on the street. Guests and visitors shall be permitted to park on the streets for no longer than six (6) continuous hours in any one day. While parking, guests and visitors shall follow all parking rules and regulations, including those of the City of Satellite Beach and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate.
- (b) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dual-wheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale.
- (c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.
- (d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas, except golf carts are permitted to park

at the Amenity Center parking lot. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.

- (e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.
- (f) All vehicles are prohibited from on-street parking between the hours of 11:00 p.m. and 6:00 a.m. daily.

1.3.2 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox kiosk within the District, unless parked within a designated District parking stall in accordance with Section 1.2 above. No portion of any vehicle shall be parked on the District Right-of-Way in a manner that blocks access to single-family home mailboxes. A clearance of fifteen (15') feet before the mailbox and fifteen (15') feet after the mailbox is required.

1.3.3 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area.

1.3.4 Vehicles temporarily parked in accordance with Section 1.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Area. In addition, vehicles temporarily parked in accordance with Section 1.3.1 above:

- (a) Shall not park facing the wrong direction on the street.
- (b) Shall not park in any manner that blocks access to a driveway.
- (c) Shall not park in any manner that blocks a sidewalk.
- (d) Shall not park with tires on the grass, as this may cause damage to the District's irrigation.
- (e) Shall not park within thirty (30') feet of the approach to a stop sign.

1.3.5 Any vehicle that cannot operate on its own power is prohibited from being parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area, and shall immediately be removed.

1.3.6 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area.

1.3.7 It is a violation of the District Parking and Towing Rules for a vehicle otherwise lawfully parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area to be covered or partially covered with a tarpaulin or other type of vehicle cover. No vehicle parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area shall be used as a domicile or residence either temporarily or permanently.

- 1.4 Parking in Other Areas of the District. Parking of any vehicle or trailer, including but not limited to those referenced in Section 1.3.1 above, is strictly prohibited on or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

1.5 Enforcement

1.5.1 Towing. Any vehicle parked in violation of the District Parking and Towing Rules may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors pursuant to Section 715.07, Florida Statutes. Vehicles and vessels parked in violation of the District Parking and Towing Rules upon first offense, may receive a warning affixed to the vehicle or vessel. Towing may be initiated only after the first offense of the vehicle, trailer, or object parked in violation of these Rules. Thereafter, upon direction in writing (email and facsimile are acceptable) from the District Manager, the Amenity Manager, or a designee of either the District Manager or Amenity Manager, the tow contractor is authorized to commence towing for a violation or violations of these Rules pursuant to Section 715.07, Florida Statutes. A vehicle or vessel parked in violation of the District Parking and Towing Rules for a period of longer than twenty-four (24) hours after receiving its initial warning under this section shall be subject to towing.

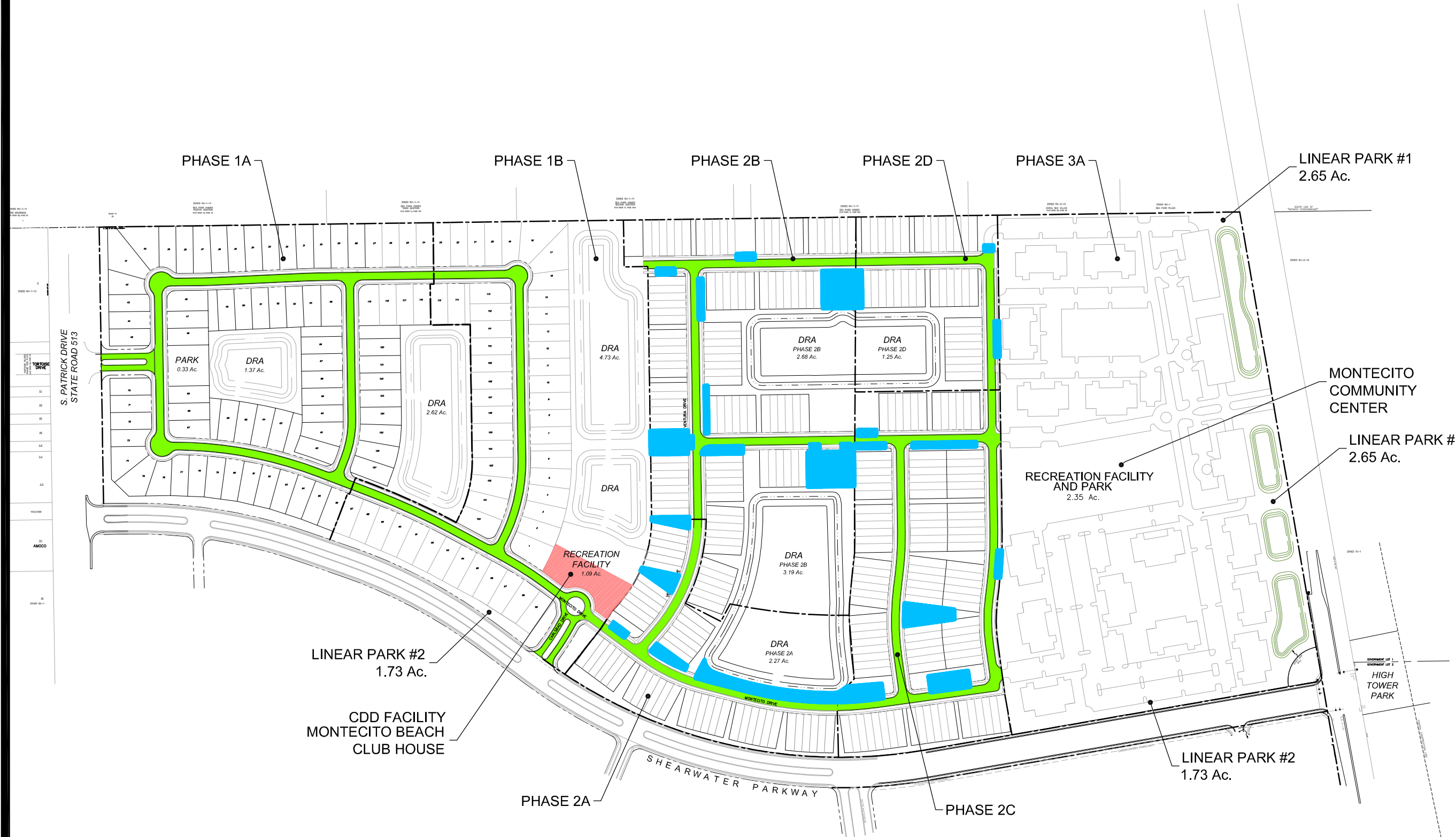
1.5.2 Suspension and Termination of Privileges. A resident's privileges at any or all District Amenity Facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of these rules.

- 1.6 Suspension of Rules. The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended during emergency situations at the discretion of the District Manager.

- 1.7 Damage to District Property. Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.
- 1.8 Vehicle Repairs. No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lot or Parking Area, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.
- 1.9 Other Traffic and Parking Regulations. Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, Florida Statutes, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

Appendix 1.0

District Map Showing Areas where the District Parking and Towing Rules Shall Apply



Montecito CDD, Satellite Beach, Florida

Parking & Towing Rule Map

- District Right-of-Way
- District Parking Lot
- District Parking Areas/Parking Stalls



ROBB & TAYLOR
Engineering Solutions, Inc.
4685 HIDDEN LAKES PLACE
MELBOURNE, FLORIDA 32934
Office: (321) 302-2313
Fax: (321) 622-4007

Tanja Glynn<tanjacdd@gmail.com>

Venessa Ripoll

ALERT: This message is from an external source.BE CAUTIOUS before clicking any link or attachment

Hi Venessa,

In follow-up to our last meeting, I have reviewed both the Parking and Towing Rules as well as the Amenity Center Rules. Could you please ensure that a discussion about Rules is included on the agenda of the next meeting?

Here are my comments regarding the current rules:

Parking and Towing

I don't have any substantive changes that would warrant updating this document. However, if there are other changes suggested by either Kisha or other board members, then I would include the following updates.

1. Change Amenity Manager to General Manager
2. Add page numbers. The amenity center rules have page numbers, but these do not.

Amenity Center Rules

1. I'd like to discuss whether the Annual User Fee for non-residents should be increased. I am not sure when it was last increased, or if we would be justified in increasing it, or if we even have any non-resident users. Just would like to discuss that. And do we even have a non-user resident application as mentioned in the rules?
2. Obviously we would need to re-word section 14 on page 5 to be compliant with the open carry law. I would still like to prohibit other weapons on district property, but I would defer to counsel on how to word that.

Those are all my comments.

Thanks,

Tanja Glynn

Assistant Secretary

Montecito Community Development District, Board of Supervisors



Montecito Community Development District

Landscaping Lighting Proposals



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

PROGREEN SERVICES

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 9828

ADDRESS

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE
11/14/2025

TOTAL
\$19,702.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/14/2025	Provide labor and material to install outdoor landscape lighting at Shearwater entrance.	1	0.00	0.00
11/14/2025	FX Luxor ZDC Transformer 300W Stainless Steel	1	0.00	0.00
11/14/2025	FX Luxor Satellite Transformer 300W Stainless Steel	4	0.00	0.00
11/14/2025	FX Luxor Link Controller Module	5	0.00	0.00
11/14/2025	FX Surge Modules	7	0.00	0.00
11/14/2025	Intermatic Surge Protective Box 120/24V Single Phase	5	0.00	0.00
11/14/2025	Pro-Trade DBRY & Heat Shrink with Crimp Connectors	1	0.00	0.00
11/14/2025	FX XA-70 Grande Accent Light Zoning Dimming with Mini Tree Mounts (Royal Palms)	30	0.00	0.00
11/14/2025	FX PB Wall Wash Luxor ZD (Robellini)	4	0.00	0.00
11/14/2025	FX NP Up Light ZD with Mini Mounts (Monument Columns)	4	0.00	0.00
11/14/2025	FX LC Wall Wash ZD with 12" Riser (Monument Sign)	2	0.00	0.00
11/14/2025	Outdoor Landscape Lighting Total	1	19,702.00	19,702.00

We appreciate the opportunity!

TOTAL

\$19,702.00

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



ProGreen Services, LLC
Landscape • Irrigation • Maintenance

PROGREEN SERVICES

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 9829

ADDRESS

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE
11/14/2025

TOTAL
\$19,702.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/14/2025	Provide labor and material to install outdoor landscape lighting at Patrick entrance .	1	0.00	0.00
11/14/2025	FX Luxor ZDC Transformer 300W Stainless Steel	1	0.00	0.00
11/14/2025	FX Luxor Satellite Transformer 300W Stainless Steel	4	0.00	0.00
11/14/2025	FX Luxor Link Controller Module	5	0.00	0.00
11/14/2025	FX Surge Modules	7	0.00	0.00
11/14/2025	Intermatic Surge Protective Box 120/24V Single Phase	5	0.00	0.00
11/14/2025	Pro-Trade DBRY & Heat Shrink with Crimp Connectors	1	0.00	0.00
11/14/2025	FX XA-70 Grande Accent Light Zoning Dimming with Mini Tree Mounts (Royal Palms)	30	0.00	0.00
11/14/2025	FX PB Wall Wash Luxor ZD (Robellini)	4	0.00	0.00
11/14/2025	FX NP Up Light ZD with Mini Mounts (Monument Columns)	4	0.00	0.00
11/14/2025	FX LC Wall Wash ZD with 12" Riser (Monument Sign)	2	0.00	0.00
11/14/2025	Outdoor Landscape Lighting Total	1	19,702.00	19,702.00

We appreciate the opportunity!

TOTAL

\$19,702.00

THANK YOU.

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPxv9W4GXoEAI/review>

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



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Landscape • Irrigation • Maintenance

PROGREEN SERVICES

5450 10th Avenue North

Greenacres, FL 33463

+18883774144

NephtelieB@progreenservices.net

www.progreenservices.net

Estimate 9873

ADDRESS

Montecito Community
Development District
Montecito CDD
c/o Accounting
3501 Quadrangle Blvd, Suite
270
Orlando, FL 32817

DATE	TOTAL
11/20/2025	\$4,734.80

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/20/2025	Provide labor and material to install new outdoor landscape lighting at front of clubhouse.	1	0.00	0.00
11/20/2025	*Clubhouse (1) FX DX 150W Stainless Steel Transformer (9) FX CORA CA-51 Accent lights with lamps (3) FX CORA CA-51 Surface Mounts (1) Intermatic Surge Protective box (3) FX Surge Modules (500') 12/2 wire & DBRY Connectors	1	4,734.80	4,734.80

We appreciate the opportunity!

TOTAL **\$4,734.80**

THANK YOU.

Accepted By

Accepted Date

We appreciate your feedback. Please leave a review.

<https://g.page/r/CdXPXv9W4GXoEAI/review>



Montecito Community Development District

Ratification of Payment Authorization Nos. 45 - 47

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #45

10/22/2025

Invoice No	Supplier	Invoice Date	Fiscal Year	Invoice Amount
92953	FloridaCommerce (MONTE)	10/01/2025	FY 2026	175.00
DM-10-2025-39	PFM Group Consulting LLC (MONTE)	10/01/2025	FY 2026	4,166.67
27458	ProGreen Services, LLC (MONTE)	09/30/2025	FY 2025	934.00
27459	ProGreen Services, LLC (MONTE)	09/30/2025	FY 2025	2,249.63
27460	ProGreen Services, LLC (MONTE)	09/30/2025	FY 2025	428.62
27461	ProGreen Services, LLC (MONTE)	09/30/2025	FY 2025	395.00
27462	ProGreen Services, LLC (MONTE)	09/30/2025	FY 2025	350.87
7706	VGlobalTech (MONTE)	09/30/2025	FY 2025	300.00
7821	VGlobalTech (MONTE)	10/01/2025	FY 2026	185.00
Total:				9,184.79

**MONTECITO
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #46

10/29/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
0636	Modern Automation Systems LLC (MONTE)	10/23/2025	Montecito CDD	250.00
614863	Sonitrol of Tallahassee (MONTE)	10/25/2025	Montecito CDD	612.09
64139866	Stark Exterminators (MONTE)	10/22/2025	Montecito CDD	82.00
Total:				944.09

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization #47

11/10/2025

Invoice No	Supplier	Invoice Date	Property	Invoice Amount
92683	Berman Construction LLC (MONTE)	11/01/2025	Montecito CDD	10,202.87
92690	Berman Construction LLC (MONTE)	11/01/2025	Montecito CDD	677.25
195884	Billing, Cochran, Lyles, Mauro & Ramsey (MONTE)	10/31/2025	Montecito CDD	5,417.50
244706	Brevard Pools, Inc. (MONTE)	11/01/2025	Montecito CDD	1,444.00
14429245	City of Melbourne Utilities (MONTE)	10/30/2025	Montecito CDD	190.50
2025.11.05	Debra Reitz (MONTE)	11/05/2025	Montecito CDD	200.00
1088704	Florida Door Control Of Orlando, Inc. (MONTE)	10/10/2025	Montecito CDD	468.00
191685	Hoover Pumping Systems Corporation (MONTE)	11/01/2025	Montecito CDD	6,526.50
3400	Insight Irrigation Monitoring (MONTE)	11/01/2025	Montecito CDD	600.00
OE-EXP-11-2025-40	PFM Group Consulting LLC (MONTE)	11/04/2025	Montecito CDD	0.74
27733	ProGreen Services, LLC (MONTE)	11/01/2025	Montecito CDD	6,500.00
27839	ProGreen Services, LLC (MONTE)	11/04/2025	Montecito CDD	244.11
27843	ProGreen Services, LLC (MONTE)	11/04/2025	Montecito CDD	2,600.00
27855	ProGreen Services, LLC (MONTE)	11/05/2025	Montecito CDD	2,500.00
2025.11.05	Rich Wellman (MONTE)	11/05/2025	Montecito CDD	200.00
PSI215683	Solitude Lake Management (MONTE)	11/01/2025	Montecito CDD	1,268.80
7909	VGlobalTech (MONTE)	11/01/2025	Montecito CDD	185.00
Total:				39,225.27



Montecito Community Development District

Review of District Financial Statements



Montecito CDD

October 2025 Financial Package

October 31, 2025

PFM Group Consulting, LLC
3501 Quadrangle Blvd
Suite 270
Orlando, FL 32817
(407) 723-5900



Montecito CDD
Statement of Financial Position
As of 10/31/2025

	General Fund	Debt Service S2022	Long Term Debt Group	Total
<u>Assets</u>				
<u>Current Assets</u>				
General Checking Account	\$8,150.02			\$8,150.02
Capital Reserve	227,523.71			227,523.71
Accounts Receivable	2,972.54			2,972.54
Due From Other Funds	255,293.87			255,293.87
Series 2022 DSR Fund		\$35,953.89		35,953.89
Series 2022 Revenue Bond		45,125.28		45,125.28
Total Current Assets	<u>\$493,940.14</u>	<u>\$81,079.17</u>	<u>\$0.00</u>	<u>\$575,019.31</u>
<u>Investments</u>				
Amount Available in Debt Service Funds			\$81,079.17	\$81,079.17
Amount To Be Provided			3,038,920.83	3,038,920.83
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,120,000.00</u>	<u>\$3,120,000.00</u>
Total Assets	<u><u>\$493,940.14</u></u>	<u><u>\$81,079.17</u></u>	<u><u>\$3,120,000.00</u></u>	<u><u>\$3,695,019.31</u></u>
<u>Liabilities and Net Assets</u>				
<u>Current Liabilities</u>				
Accounts Payable	\$4,634.67			\$4,634.67
Accrued Expenses Payable	3,403.43			3,403.43
Due To Other Funds		\$255,293.87		255,293.87
Total Current Liabilities	<u>\$8,038.10</u>	<u>\$255,293.87</u>	<u>\$0.00</u>	<u>\$263,331.97</u>
<u>Long Term Liabilities</u>				
Revenue Bonds Payable - Long-Term			\$3,120,000.00	\$3,120,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,120,000.00</u>	<u>\$3,120,000.00</u>
Total Liabilities	<u><u>\$8,038.10</u></u>	<u><u>\$255,293.87</u></u>	<u><u>\$3,120,000.00</u></u>	<u><u>\$3,383,331.97</u></u>
<u>Net Assets</u>				
Net Assets, Unrestricted	\$527,902.32			\$527,902.32
Current Year Net Assets, Unrestricted	(1,039.98)			(1,039.98)
Net Assets - General Government	41,015.97			41,015.97
Current Year Net Assets - General Government	(81,976.27)			(81,976.27)
Net Assets, Unrestricted		(\$174,214.70)		(174,214.70)
Total Net Assets	<u>\$485,902.04</u>	<u>(\$174,214.70)</u>	<u>\$0.00</u>	<u>\$311,687.34</u>
Total Liabilities and Net Assets	<u><u>\$493,940.14</u></u>	<u><u>\$81,079.17</u></u>	<u><u>\$3,120,000.00</u></u>	<u><u>\$3,695,019.31</u></u>



Montecito CDD
Statement of Activities
As of 10/31/2025

	General Fund	Debt Service S2022	Long Term Debt Group	Total
<u>Revenues</u>				
Total Revenues	\$0.00	\$0.00	\$0.00	\$0.00
<u>Expenses</u>				
Supervisor Fees	\$400.00			\$400.00
Insurance	48,824.00			48,824.00
Trustee Services	1,750.00			1,750.00
Management	4,166.67			4,166.67
Field Management	10,202.87			10,202.87
Janitorial Service	677.25			677.25
Web Site Maintenance	185.00			185.00
Dues, Licenses, and Fees	175.00			175.00
Irrigation Monitoring	600.00			600.00
Aquatic Repairs & Maint.	7,908.09			7,908.09
Amenity - Pool Maintenance	1,444.00			1,444.00
Internet Services	352.00			352.00
Gate Kiosk - Internet Srvcs	219.98			219.98
Landscaping Maintenance & Material	6,500.00			6,500.00
Entrance Vehicular Gate	468.00			468.00
Total Expenses	\$83,872.86	\$0.00	\$0.00	\$83,872.86
<u>Other Revenues (Expenses) & Gains (Losses)</u>				
Interest Income	\$82.52			\$82.52
Allocate Resv Acct Interest	774.09			774.09
Total Other Revenues (Expenses) & Gains (Losses)	\$856.61	\$0.00	\$0.00	\$856.61
Change in Net Assets	(\$83,016.25)	\$0.00	\$0.00	(\$83,016.25)
Net Assets At Beginning Of Year	\$568,918.29	(\$174,214.70)	\$0.00	\$394,703.59
Net Assets At End Of Year	\$485,902.04	(\$174,214.70)	\$0.00	\$311,687.34



Montecito CDD
Budget to Actual
For The Month Ending 10/31/2025

	Year To Date			FY 2026	
	Actual	Budget	Variance	Adopted Budget	Percentage
<u>Revenues</u>					
O&M Assessments	\$ -	\$ 88,005.92	\$ (88,005.92)	\$ 1,056,071.09	0.00%
Debt Assessments (S2022)	-	27,820.24	(27,820.24)	333,842.87	0.00%
Interest Income	82.52	1,990.19	(1,907.67)	23,882.28	0.35%
Townhome Mailbox Maintenance	-	120.00	(120.00)	1,440.00	0.00%
Stormwater Control - Cost Share	-	344.67	(344.67)	4,136.00	0.00%
Net Revenues	\$ 82.52	\$ 118,281.02	\$ (118,198.50)	\$ 1,419,372.24	0.01%
<u>General & Administrative Expenses</u>					
Supervisor Fees	\$ 400.00	\$ 500.00	\$ (100.00)	\$ 6,000.00	6.67%
District Engineer	-	3,750.00	(3,750.00)	45,000.00	0.00%
Legal Fees	-	3,333.33	(3,333.33)	40,000.00	0.00%
District Management	4,166.67	4,166.67	0.00	50,000.00	8.33%
Assessment Roll	-	583.33	(583.33)	7,000.00	0.00%
Website Maintenance	185.00	285.00	(100.00)	3,420.00	5.41%
Auditing Services	-	381.33	(381.33)	4,576.00	0.00%
Tax Preparation Fees	-	5.00	(5.00)	60.00	0.00%
Arbitrage Rebate Calculation	-	41.67	(41.67)	500.00	0.00%
Trustee Fees	1,750.00	270.83	1,479.17	3,250.00	53.85%
Insurance	48,824.00	4,307.60	44,516.40	51,691.20	94.45%
Legal Advertising	-	104.17	(104.17)	1,250.00	0.00%
Dues, Licenses, and Fees	175.00	14.58	160.42	175.00	100.00%
Contingency/Miscellaneous	-	200.00	(200.00)	2,400.00	0.00%
Total General & Administrative Expenses	\$ 55,500.67	\$ 17,943.52	\$ 37,557.15	\$ 215,322.20	25.78%
<u>Maintenance Expenses</u>					
Facility Attendant & General Mgmt. Contract	\$ 10,202.87	\$ 13,603.83	\$ (3,400.96)	\$ 163,246.00	6.25%
<u>Amenity Center Operations</u>					
Repairs & Maint. (Non-HVAC)	\$ -	\$ 645.83	\$ (645.83)	\$ 7,750.00	0.00%
HVAC Repairs & Maint.	-	416.67	(416.67)	5,000.00	0.00%
Office Supplies	-	83.33	(83.33)	1,000.00	0.00%
Janitorial Supplies	-	104.17	(104.17)	1,250.00	0.00%
Janitorial Services	677.25	1,500.00	(822.75)	18,000.00	3.76%
Pest Control & Termite Bond	-	100.25	(100.25)	1,203.00	0.00%
Fitness Equipment Repairs & Maint.	-	250.00	(250.00)	3,000.00	0.00%
Playground Repairs & Maint.	-	83.33	(83.33)	1,000.00	0.00%
Pool Service Repairs & Maint.	1,444.00	2,333.33	(889.33)	28,000.00	5.16%
Total Amenity Center	\$ 2,121.25	\$ 5,516.92	\$ (3,395.67)	\$ 66,203.00	3.20%
<u>Irrigation</u>					
Irrigation Repairs & Maint.	\$ -	\$ 4,166.67	\$ (4,166.67)	\$ 50,000.00	0.00%
Irrigation Monitoring	600.00	600.00	-	7,200.00	8.33%
Hoover Pumps Repairs & Maint.	-	1,458.33	(1,458.33)	17,500.00	0.00%
Total Irrigation	\$ 600.00	\$ 6,225.00	\$ (5,625.00)	\$ 74,700.00	0.80%



Montecito CDD
Budget to Actual
For The Month Ending 10/31/2025

	Year To Date			FY 2026 Adopted Budget	Percentage
	Actual	Budget	Variance		
Stormwater Control					
Aquatic Repairs & Maint.	\$ 7,908.09	\$ 1,666.67	\$ 6,241.42	\$ 20,000.00	39.54%
Landscaping					
Landscaping Contracted Services	\$ 6,500.00	\$ 6,833.33	\$ (333.33)	\$ 82,000.00	7.93%
Additional Landscaping Repairs & Maint.	-	2,303.83	(2,303.83)	27,646.00	0.00%
Plant Replacement	-	500.00	(500.00)	6,000.00	0.00%
Mulch	-	1,250.00	(1,250.00)	15,000.00	0.00%
Palm Tree Maint.	-	1,500.00	(1,500.00)	18,000.00	0.00%
Oak Tree Maint.	-	833.33	(833.33)	10,000.00	0.00%
Total Landscaping	\$ 6,500.00	\$ 13,220.50	\$ (6,720.50)	\$ 158,646.00	4.10%
Common Areas, Right of Ways & Walls					
Streetlight Repairs & Maint.	\$ -	\$ 750.00	\$ (750.00)	\$ 9,000.00	0.00%
Entry Vehicular Gates Repairs & Maint.	468.00	1,250.00	(782.00)	15,000.00	3.12%
Pedestrian Entry Gates & Walls Maint.	-	416.67	(416.67)	5,000.00	0.00%
Common Area Repairs & Maint.	-	1,000.00	(1,000.00)	12,000.00	0.00%
Total Common Areas, Right of Ways & Walls	\$ 468.00	\$ 3,416.67	\$ (2,948.67)	\$ 41,000.00	1.14%
Security Monitoring Services					
Fire Detection Services	\$ -	\$ 594.17	\$ (594.17)	\$ 7,130.00	0.00%
Security Monitoring Repairs & Maint.	-	239.17	(239.17)	2,870.00	0.00%
Total Security Monitoring Services	\$ -	\$ 833.33	\$ (833.33)	\$ 10,000.00	0.00%
Utilities					
Electric Services	\$ -	\$ 5,416.67	\$ (5,416.67)	\$ 65,000.00	0.00%
Telephone, Internet	352.00	333.33	18.67	4,000.00	8.80%
Water & Sewer Services	-	333.33	(333.33)	4,000.00	0.00%
Gate Kiosk Internet Services	219.98	237.50	(17.52)	2,850.00	7.72%
Total Utilities	\$ 571.98	\$ 6,320.83	\$ (5,748.85)	\$ 75,850.00	0.75%
Extraordinary Services					
Townhome Mailboxes Maint	\$ -	\$ 120.00	\$ (120.00)	\$ 1,440.00	0.00%
Total Maintenance Expenses	\$ 28,372.19	\$ 50,923.75	\$ (22,551.56)	\$ 611,085.00	4.64%
Total Expenditures	\$ 83,872.86	\$ 68,867.27	\$ 15,005.59	\$ 826,407.20	10.15%
Other Financing Uses					
Capital Reserve Transfer Out	\$ -	\$ 5,303.02	\$ (5,303.02)	\$ 63,636.20	
Disaster Reserve Transfer Out	-	2,500.00	(2,500.00)	30,000.00	
Roadway Reserve Transfer Out	-	8,333.33	(8,333.33)	100,000.00	
Total Other Financing Uses	\$ -	\$ 16,136.35	\$ (16,136.35)	\$ 193,636.20	
Total Expenditures & Reserves	\$ 83,872.86	\$ 85,003.62	\$ (1,130.76)	\$ 1,020,043.40	
Revenues Less Expenditures	\$ (83,790.34)	\$ 33,277.40	\$ (117,067.74)	\$ 399,328.84	
Bond Payments (S2022)	\$ -	\$ 26,327.83	\$ (26,327.83)	\$ 315,934.00	
Balance	\$ (83,790.34)	\$ 6,949.57	\$ (90,739.91)	\$ 83,394.84	
Assessment Fees & Discounts					
County Appraiser & Tax Collector Fee	\$ -	\$ 2,316.52	\$ (2,316.52)	\$ 27,798.28	
Discounts	-	4,633.05	(4,633.05)	55,596.56	
Excess / (Shortfall)	\$ (83,790.34)	\$ -	\$ (83,790.34)	\$ 0.00	



Montecito Community Development District

Staff Reports



Montecito Community Development District

General Manager



Montecito Community Development District

General Manager's Report

Montecito CDD Monthly Report

208 Montecito Drive, Satellite Beach, Florida

Phone: 321-777-9460

General Manager: Kisha Wagner

Report Date: November

Meeting Date: December

Admin Pending Items / Updates

Clubhouse and pool deck

- ✓ The Vue will be placing a metal barrier on the ground on our side to the base of the fence, backfilling the areas and adding stone.
- ✓ One resident event this month. (HOA Social Committee)
- ✓ Space Coast Habitat for Humanity ReStore accepted our pickup request for 2025-12-23.
- Sonitrol inspected all door panels and smoke alarms.
- All clubhouse door locks were serviced.

AED Course

- ✓ Equipment delivered. Scheduled to be installed.

Lakes and Fountain

- ✓ Lakes serviced.

Clubhouse furniture

- ✓ Furniture have been purchased.

Community Light Pole:

- ✓ Anchor Painting – Service will commence on 12/10.

Storm Drain Concrete and Pavers: Repair

- ✓ Rose Paving – No dates provided

Surveillance Cameras

- ✓ Equipment installed. Two cameras were added.

Roof Repair

- ✓ Warranty inspector will be performing an inspection on 12/1.

Gates and fences

- ✓ Playground gate installed.
- ✓ Pedestrian gate at Shearwater installed.

Community Sidewalk – Severe and most severe

- ✓ Inspection scheduled.