

# Montecito Community Development District

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The meeting of the Montecito Community Development District Board of Supervisors will be held on **Wednesday March 4, 2026, 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://pfmcd.webex.com/meet/ripolly>

## **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 February 4 , 2026, Board of Supervisors Meeting Minutes

### **Vendor Report**

- ProGreen Services LLC Monthly Executive Summary
  - Review of ProGreen Services LLC Proposals
  - Discussion and Consideration of Playground Rock Installation Quote
- District Counsel
- District Engineer

### **Old Business Matters**

2. Capital Project Updates
3. Discussion of Roof Update
4. Discussion of Rule Making
  - Review and Consideration of Resolution 2026-01, Amending The Adopted Rules, Policies, And Fees For The Montecito Amenity Center
  - Review and Consideration of Proposed Signage Policy

## **New Business Matters**

5. Discussion of Pedestrian Gate
6. Review and Consideration of Janitorial Proposals
7. Review and Consideration of Revisions to HOA Facility Use Agreements
8. Review and Consideration of HVAC Preventative Maintenance Quote
9. Review and Consideration of Billing Cochran- Adjustment to Counsel Fee Structure
10. Ratification of Payment Authorization Nos. 53-55
11. Review of District Financial Statements

## **Staff Reports**

- District Manager
  - Next Meeting: April 1, 2026
- General Manager
  - General Manager's Report

## **Supervisor Requests & Comments**

## **Adjournment**



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# **Montecito Community Development District**

**Review and Consideration of the February 4,  
2026, Board of Supervisors Meeting Minutes**

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING  
Wednesday, February 4, 2026  
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

Also present were:

Venessa Ripoll	District Manager- PFM Group Consulting LLC
Gazmin Kerr	ADM – PFM Group Consulting LLC (via phone)
Rick Montejano	District Accountant- 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
Danny Padilla	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**

Ms. Wellman commented regarding the Social Committee holding a Casino Night and/or Texas Hold 'Em event. District Counsel noted that the Social Committee needs to be in compliance with Florida law. There was brief discussion regarding those events.

Another resident from the Social Committee commented regarding holding a Bunko night. Ms. Wagner reviewed the request process. Ms. Wellman noted Bunko night is not under the Social Committee. The resident also commented regarding parking in the single-family homes. It was noted any changes to parking policies would require a Public Hearing.

There was brief discussion regarding parking in the community.

A resident commented regarding the end of Redondo Dr. and Carlsbad Dr.. It was noted the river rocks are flushing through and the area is a safety issue. She also commented regarding moving the tables for a scheduled meeting. Ms. Wagner noted the storage closet will be left unlocked for the meeting and the meeting should be set up similarly to the CDD meeting.

A resident, a retired dance instructor, requested the Amenity Center to hold volunteer tap lessons. There was brief discussion regarding damage to the flooring, number of people participating, and reserving the room. It was noted the music is not allowed, unless via headphones. District Counsel recommended completing an Event Agreement with liability insurance on file.

There was brief discussion regarding holding tap lessons and the liability. The Board did not choose to move forward with allowing tap lessons.

There were no further public comments at this time.

### **Administrative Matters**

#### **Review and Consideration of the January 7, 2026, Board of Supervisors Meeting Minutes**

The Board reviewed the minutes.

Ms. Ripoll noted that once approved, the minutes will be placed on the District's website.

On motion by Ms. Glynn, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved the January 7, 2026, 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 the lighting has been completed on all monuments.

**Review of ProGreen Services LLC  
Proposals - Discussion and  
Consideration of Playground Rock  
Installation Quote**

Mr. Carr gave an overview of three proposals for the Board's review. It was noted the irrigation repairs due to construction damage have already been completed. Proposal #10255, in the amount of \$6,500.00, is for turf restoration due to construction damage. These will be paid for by the vendor that caused the damage. Proposal #10089, in the amount \$5,200.00, was for Zoysia throughout the community. Proposal #10302, in the amount of \$1,950.00, was for rip rap rock around the playground area to block the space under the fence.

Ms. Wagner received a resident email regarding the gate as it was not working properly or locking at night. It was noted that when the pavers were being replaced, the gate wire was damaged. The estimate to replace the wire is \$1,958.00. This cost does not include removing and replacing the pavers. This will be charged to the vendor that caused the damage. Ms. Wagner noted she has not heard back from the vendor.

There was discussion regarding the options to block the space under the fence at the playground. It was noted the coquina rock is very sharp and a liability for children. It was recommended to place black mesh in that area. District Counsel recommended having mesh on the inside and rock along the outside.

The playground rock/mesh installation options will be kept on the agenda. Mr. Carr will bring back other options and photos for the Board's review.

On motion by Mr. Nehiba, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District approved Proposal #10255 in the amount of \$6,500.00 and Proposal #10089 in the amount of \$5,200.00.

Mr. Carr will get a proposal for the hedge in front of the fence for the next meeting.

## **SECOND ORDER OF BUSINESS**

### **General Business Matters**

#### **Capital Project Updates**

Ms. Glynn gave an overview of the capital projects and related costs. It was noted there is about \$401,000.00 in total reserves.

There was brief discussion regarding holding a budget workshop.

#### **Discussion of Roof Update**

Ms. Wagner gave an overview of the proposals received. She noted she did not receive an update from Collis, the original vendor. The quotes are for repair, partial replacement or full replacement and include the pool deck roof area, which is approximately 1700 square feet. There will need to be a dumpster on location near the Amenity Center when the work is being completed. Ms. Wagner recommended Longhorn Roofing based on their professionalism and response time. The proposal for full replacement from Longhorn Roofing was for \$28,795.00.

There was discussion regarding the proposals and repair versus replacement.

Ms. Ripoll requested clarification on any additional fees for special work materials. Ms. Wagner will follow up.

On motion by Ms. Glynn, seconded by Mr. Adams, with Mr. Wellman opposed, and all others in favor, the Board of Supervisors for the Montecito Community Development District approved the Longhorn Roofing proposal for replacement of the roof, in the amount of \$28,795.00.

Mr. Pawelczyk will draft the contract and send it to the vendor. The timeline will be confirmed once the contract is executed.

#### **Discussion of Rule Making**

Ms. Ripoll gave an overview of the changes and noted a Public Hearing will have to be held for the rule making, along with proper advertising notice.

There was brief discussion regarding the annual user fee. Ms. Glynn recommended increasing the non-resident user fee to \$3,000.00 per year. The Board agreed.

There was brief discussion regarding the additional rule changes. Mr. Pawelczyk reviewed the firearm changes and noted there cannot be a provision regulating firearms in the rules. The Board agreed with the changes as amended.

There was brief discussion regarding other changes to the rules.

There was lengthy discussion regarding the parking policy changes. It was noted that residents are not currently allowed to park at the Amenity Center unless they are utilizing the amenities. No resident parking is allowed on the street. It was noted the street parking rules vary within the neighborhoods based on space. Mr. Nehiba reviewed the overnight parking rule and recommended having five parking spaces that can be designated for extended parking with permission from Ms. Wagner. This change would eliminate the overnight and 72-hour rule issues. District Counsel noted the changes add flexibility for parking and the Board can make amendments as needed for holidays or other events.

There was continued discussion regarding overnight parking versus the five designated extended parking spaces. It was noted the rules need to have clarification. Ms. Glynn recommended having a 72-hour parking pass that Ms. Wagner could give to residents. Ms. Wagner can send an email blast to notify residents. The Board agreed to move forward with the 72-hour parking pass and not the five designated parking spots.

There was discussion regarding the updated parking policy and street parking. It was noted the Board has the discretion to waive the rule related to street parking during the holidays or as needed. This will be a provision in the parking policies. District Counsel recommended a one 72-hour parking permit per month per vehicle. It was noted that overflow grass parking is only allowed when the parking lot is full and Amenity Center is open.

Ms. Glynn recommended removing the changes to the street parking section and the Board agreed.

There was brief discussion regarding resident parking stickers.

District Counsel will make all changes and send to the Board for final review. The Public Hearing for rule making will be held during the April Board Meeting.

### **Discussion of Pedestrian Fence**

Mr. Nehiba gave an overview. He noted an E-bike came through and knocked the bottom of the gate out.

There was discussion regarding replacing the fence or leaving it down. Ms. Reitz recommended placing bollards in that location instead. Mr. Nehiba recommended putting in a combination lock on the gate.

Ms. Wagner will get a proposal for a combination lock on the gate.

This will be kept on the agenda.

### **Discussion of Amenity Center Window Tint Quotes**

Ms. Ripoll gave an overview of the proposal for window tint in the amount of \$2,216.20.

Mr. Wellman noted the sun will fade the new furniture over time and tint can also help with cooling the area.

There was brief discussion regarding the proposal and installation. The Board chose not to move forward with the proposal.

### **Ratification of Payment Authorization Nos. 50-52**

The Board reviewed the Payment authorizations. It was noted these are for contractual obligations for the District.

Ms. Ripoll noted these are solely for ratification.

On motion by Mr. Nehiba, seconded by Ms. Reitz, with all in favor, the Board of Supervisors for the Montecito Community Development District ratified Payment Authorization Nos. 50-52.

### **Review of District Financial Statements**

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

It was noted the financial statements have been reviewed by Ms. Glynn.

On motion by Mr. Wellman, seconded by Mr. Nehiba, 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** – There was brief discussion regarding legal recourse against the roofing vendor due to lack of warranty. It was noted that District Counsel would need to review the contract. District Counsel noted it may not be worth pursuing at this time.

**District Engineer** – Mr. Degrace noted that all items needed for the CUP renewal submission have been received. This will be submitted on time. It was noted the Well #3 issue has been taken care of.

#### **District Manager – Discussion of Budget Workshop**

Ms. Ripoll reminded the Board that the next meeting is March 4, 2026, at the current location.

There was brief discussion regarding the date of the budget workshop. The Board agreed to hold the budget workshop after the March 4, 2026 meeting at 1:00 p.m.

#### **General Manager – General Manager's Report**

Ms. Wagner gave an overview of the General Manager's monthly report. She noted the CPR and AED course has been booked. It will be held on February 20, 2026 at 5:00 p.m. There is no cost, unless a resident would like to purchase the certification. The certification is \$30.00. Ms. Wagner will send an email blast to residents with the information.

Ms. Wagner noted the door will be fixed on February 16, 2026.

Ms. Wagner gave an update on the Rose Paving project and reviewed the damages related to the vendor's work. A final walkthrough has yet to be completed. It was noted that all damages will be deducted from the vendor's final pay.

There was brief discussion regarding the unsatisfactory work completed by Rose Paving.

**Supervisors Requests &  
Audience Comments**

Ms. Reitz commented regarding the plants in the pond and noted it needs another treatment.

Mr. Wellman noted pressure washing needs to be completed.

Mr. Adams commented regarding the boots on the light poles and numbering the poles.

There was brief discussion regarding the process of numbering the light poles. The Board requested a proposal from Berman. Once numbered, the light pole map can be placed on the District's website.

Ms. Glynn commented regarding 72-hour parking permit signage.

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. Wellman, seconded by Ms. Glynn, with all in favor, the Montecito Board of Supervisors CDD adjourned the February 4, 2026, Board of Supervisors' meeting at 11:47 a.m.

\_\_\_\_\_  
Secretary/Assistant Secretary

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Chairperson/Vice Chairperson



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# **Montecito Community Development District**

## **ProGreen Services LLC Monthly Executive Summary**

- Review of ProGreen Services LLC Proposal**
- Discussion and Consideration of Playground  
Rock Installation Quote**

# MONTECITO

## Monthly Landscaping & Grounds Maintenance Report

**Reporting Period:** February 6, 2026 – February 23, 2026

**Contractor:** Progreen Services

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### SUMMARY OF SERVICES PERFORMED

During this service cycle, maintenance was performed in designated HOA and CDD maintained areas of the property. Services included turf and ornamental weed control, insect management, irrigation system inspection and repair, lake perimeter maintenance, debris removal, and general grounds clean-up.

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### FEBRUARY SERVICES

#### February 6, 2026

- Herbicide application on Calsbad Dr and Redondo Dr (HOA/CDD maintained areas)
- Serviced lake perimeters
- Removed debris throughout property common areas

#### February 12, 2026

- Removed dead fish from all lakes (CDD water bodies)
- Conducted perimeter inspection during cleanup

#### February 17, 2026

- Treated South Patrick Entrance (both sides) with herbicide
- Spot sprayed near lake adjacent to entrance
- Removed trash around lake areas
- Removed trash outside perimeter wall
- Blew debris along exterior wall line and removed

#### February 18, 2026

- Applied insecticide treatment for ant activity:
  - Front of clubhouse

- Rear of clubhouse
  - Townhome side perimeter
- Applied pre-emergent in:
  - Front of clubhouse
  - Main clubhouse entrance
  - South Patrick entrance
- Removed palm fronds and leaf debris throughout HOA/CDD common areas

## **February 20, 2026**

- Collected and removed palm fronds property-wide in HOA and CDD maintained zones

## **February 23, 2026**

- Weed control applications on Calsbad Dr and Redondo Dr
- Removed palm fronds and leaf debris in front and back common areas
- General grounds clean-up

## **IRRIGATION SERVICES**

- Completed wet check of East irrigation pump station.
- Verified pump operation, pressure consistency, and zone functionality.
- Observed system operating within normal parameters at time of inspection.
- Completed lateral line repair in CDD maintained area at 132 Clemente, restoring proper pressure and full functionality to the affected zone.
- Replaced irrigation heads for Zone 32 at 739 Monterey.
- Removed lateral line that would have been located beneath newly installed pavers.
- Capped irrigation heads as needed in preparation for paver installation to prevent water loss and future damage to installation of pavers.
- At 760 Ventura (clubhouse controller), irrigation risers were removed and relocated with 6-inch spray heads to redirect water spray and prevent corrosion on nearby electrical panels.
- No additional major deficiencies noted during inspection.

## **AREAS SERVICED (HOA & CDD RESPONSIBILITY)**

- Clubhouse (front and rear)
- South Patrick Entrance (both sides)
- Lake perimeters (CDD water bodies)
- Redondo Dr
- Carlsbad Drive

- Townhome perimeter common areas
  - Exterior wall lines
  - Common landscaped beds and open areas
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## CHEMICAL APPLICATION SUMMARY

- Post-emergent herbicide (roadways & entrance areas)
- Pre-emergent (clubhouse and entrance beds)
- Insecticide treatment (ant control around clubhouse & townhome side)

All applications were performed in accordance with product label requirements and commercial landscape industry standards.

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## PROPERTY CONDITION SUMMARY

HOA and CDD maintained areas remain in maintained and stable condition.

Entrance corridors and roadway edges show reduced weed presence.

Irrigation system functionality remains within normal operating parameters unless otherwise noted.

CDD lakes cleared of debris and dead fish.

Palm fronds and seasonal leaf drop properly managed.

Exterior wall and perimeter lines cleaned and maintained.

**Overall property condition:** Maintained and stable. We will continue to monitor plant health following recent freezing conditions and develop a plan to address any plant material that does not survive, including recommendations for replacement where necessary.





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# **Montecito Community Development District**

## **Capital Project Updates**

# Capital Improvement Projects 2025-2026

	Actuals	Budget
<b>Clubhouse</b>		
Exterior Coach Lights	-	3,854.00
Exterior Paint	-	22,836.00
Security Camera System	1,134.00	-
Interior Furniture	11,270.26	18,500.00
AED Machine	1,196.00	-
Cardio Equipment	-	14,672.00
<b>Totals</b>	<b>\$ 13,600.26</b>	<b>\$ 59,862.00</b>
 <b>Grounds</b>		
Stormwater Drainage	-	6,500.00
 <b>Ponds</b>		
Ponds	-	12,394.00
 <b>Sidewalks</b>		
Sidewalk Repairs	-	14,368.00
 <b>Streets</b>		
Streetlight & Sign Pole Painting	11,450.00	16,597.00
 <b>Total Capital Improvement Plans</b>	<b>\$ 25,050.26</b>	<b>\$ 109,721.00</b>



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# **Montecito Community Development District**

## **Discussion of Roof Update**



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# **Montecito Community Development District**

## **Discussion of Rule Making**

- **Review and Consideration of Resolution 2026-01, Amending the Adopted Rules, Policies, and Fees for the Montecito Amenity Center**
- **Review and Consideration of Proposed Signage Policy**



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# **Montecito Community Development District**

**Resolution 2026-01, Amending the Adopted  
Rules, Policies, and Fees for the Montecito  
Amenity Center**

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT AMENDING THE ADOPTED RULES, POLICIES, AND FEES FOR THE MONTECITO AMENITY CENTER (THE “AMENITY RULES”) TO UPDATE AND INCREASE THE ANNUAL USER FEE FOR NON-RESIDENTS; REVISE THE GENERAL FACILITY PROVISIONS OF THE AMENITY RULES TO REMOVE REFERENCES TO REGULATING FIREARMS, PROHIBIT THREATENING BEHAVIOR, AND REQUIRE PATRONS AND THEIR GUESTS TO TREAT ALL USERS OF THE AMENITY FACILITIES IN A COURTEOUS AND RESPECTFUL MANNER; AND REVISE THE AMENITY RULES TO PROHIBIT CERTAIN ACTIVITIES ON THE NEW PLAYGROUND SURFACE AND WITHIN THE PLAYGROUND AREA; AMENDING THE AMENDED PARKING AND TOWING RULES (THE “PARKING RULES”) TO REPLACE THE TERM “AMENITY MANAGER” WITH “GENERAL MANAGER”; REVISING SECTION 1.2 OF THE PARKING RULES, ENTITLED “DISTRICT PARKING LOTS OR AREAS” TO CLARIFY AMENITY CENTER PARKING, PROVIDE FOR TEMPORARY OVERNIGHT PARKING PERMITS, AND PROVIDE FOR OVERFLOW PARKING; REVISING SECTION 1.5 OF THE PARKING RULES, ENTITLED “ENFORCEMENT” TO ADD PROVISIONS RELATING TO AND MANDATING RESIDENT VEHICLE REGISTRATION AND VEHICLE STICKERS; REFERRING TO THE RULE CHANGES HEREIN AS RULE \_\_\_\_; AND DIRECTING STAFF TO ADD PAGE NUMBERS TO THE PARKING AND TOWING RULES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE**

**WHEREAS**, the Montecito Community Development District (hereinafter the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in the City of Satellite Beach, Brevard County, Florida; and

**WHEREAS**, the District owns, operates, and maintains certain lands and recreational amenity facilities within the boundaries of the District; and

**WHEREAS**, on January 19, 2015, pursuant to Resolution 2015-05 the District Board of Supervisors approved the Adopted Rules, Policies, and Fees for the Montecito Amenity Center,

which rules were subsequently amended pursuant to Resolutions 2019-01, 2024-02, 2024-03, 2024-05, and 2024-08 (collectively, the “Amenity Rules”), which Amenity Rules pertain and govern the use of the District’s lands and recreational facilities; and

**WHEREAS**, pursuant to Sections 120.54, 120.81, 190.011(5), and 190.035(2), Florida Statutes, the District is authorized to adopt and modify rules prescribing the conduct of the business of the District, the operation and maintenance of the District lands and facilities; and

**WHEREAS**, the District Board desires to amend the Amenity Rules to remove provisions pertaining to firearms that are pre-empted by state law, prohibit threatening behavior, and require Patrons and their Guests to be courteous and respectful to those working at or using the Amenity Facilities; and

**WHEREAS**, the District Board desires to further amend the Amenity Rules to protect the newly installed playground surface by prohibiting certain activities on such surface; and

**WHEREAS**, on March 19, 2012, pursuant to Resolution 2012-01 the District Board of Supervisors approved the Parking and Towing Rules, which rules were subsequently amended pursuant to Resolutions 2019-01 and 2020-03 (collectively, the “Parking Rules”), which Parking Rules provide for certain parking and towing rules throughout the District; and

**WHEREAS**, the District Board has determined that it is necessary to update the Parking Rules to provide for the correct use of the term, “General Manager,” adjust overnight parking within the Amenity Center parking lot, provide for overflow parking, provide for an extended guest pass, mandating resident vehicle registration and vehicle stickers, and to require the addition of page numbers to the published Parking and Towing Rules; and

**WHEREAS**, the District advertised a public hearing for April 1, 2026, in order to hear and receive comments on the proposed changes and additions to the Amenity Rules and to the Parking Rules pursuant to the requirements of Chapter 120, Florida Statutes; and

**WHEREAS**, after the duly advertised public hearing held on April 1, 2026 the District Board of Supervisors has determined that it is in the best interests of the District and the residents of and visitors to the District to adopt the amendments, changes, revisions, additions and deletions to the Rules as provided herein, and to incorporate the same into an updated version of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center and an updated version of the Parking and Towing Rules.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT, THAT:**

Section 1. The above recitals are true and correct and are incorporated in and adopted as part of this Resolution.

Section 2. The section of the Amenity Rules entitled “MONTECITO ANNUAL USER FEE” is hereby amended as follows:

## MONTECITO ANNUAL USER FEE

The Annual User Fee for any Non-Resident is ~~\$1,600.00~~ \$3,000 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.

Section 3. Subsection (6) of the GENERAL FACILITY PROVISIONS of the Amenity Rules is amended as follows:

(6) Patrons and their Guest shall treat all staff members and others at or using the Amenity Facilities with courtesy and respect. Rude behavior will not be tolerated.

Section 4. Subsection (14) of the GENERAL FACILITY PROVISIONS of the Amenity Rules is amended as follows:

(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.~~ Patrons and their Guests shall not engage in threatening behavior or in a threatening manner towards staff members or any persons at or utilizing the Amenity Facilities.

Section 5. Subsection (8) is hereby added to the PLAYGROUND RULES of the Amenity Rules, as follows:

(8) Motorized and non-motorized bicycles, scooters, skateboards or similar items are prohibited on the poured-in-place playground surface and within the fencing enclosing the playground. Patrons shall use the bicycle racks located outside the fenced area of the playground.

Section 6. Exhibit A to the Amenity Rules, entitled “Schedule of Fees” is hereby amended to replace the Annual Non Resident User Fee with that which is provided in Section 2 of this Resolution.

Section 7. Each reference in the Parking Rules to the term, “Amenity Manager” shall be replaced with the term “General Manager” throughout said Parking and Towing Rules.

Section 8. Section 1.2 of the Parking Rules, entitled “District Parking Lots or Areas” is hereby amended, as follows:

1.2 District Parking Lots or Areas.

1.2.1 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.

1.2.2 The District shall designate up to five (5) parking spaces within the Amenity Center parking lot that are to be made available, by permit issued by the District, for temporary overnight parking to a specific vehicle. Patrons may request temporary overnight parking permits from the General Manager of the District, who may issue no more than three (3) permits per month per vehicle. Temporary overnight parking permits are valid for three (3) consecutive nights, commencing at 8:00 AM on the first day and concluding at 8:00 AM on the third day. Any vehicle parking overnight in the Amenity Center Parking lot in excess of the permit period or without a valid temporary parking permit shall be subject to towing as provided in Section 1.5.1 of these District Parking and Towing Rules. Notwithstanding, the Board of Supervisors may, by resolution and for no more than sixty (60) consecutive days, designate additional spaces within the Amenity Center parking lot for temporary permit parking

1.2.3 Overflow parking in the grassed areas immediately adjacent to the Amenity Center and so designated by District signage for overflow parking shall be permitted provided that the vehicle is parked during the hours the Amenity Center is open to the public and the paved Amenity Center parking lot is full. All vehicles lawfully parked in the overflow parking areas shall be removed prior to the closing time for the Amenity Center or otherwise be subject to towing as provided in Section 1.5.1 of these District Parking and Towing Rules.

Section 9. Section 1.5 of the Parking Rules, entitled “Enforcement” is hereby amended to add Section 1.5.3, entitled “Vehicle Registration Program,” as follows:

1.5.3 Vehicle Registration Program. The District may, by Resolution of the Board of Supervisors of the District, authorize the use of a resident vehicle registration program, which, when implemented may mandate that all vehicles registered to or owned by residents in the District shall obtain a resident sticker that shall be affixed to the vehicle for as long as the resident resides within the District. Any fees for such resident stickers shall be set forth in the Resolution, which shall be approved after a public hearing before the District Board of Supervisors.

Section 10. Direction to District Counsel. District Counsel is directed to incorporate the amendments, changes, revisions, additions and deletions provided herein to create an updated version of the Adopted Rules, Policies, and Fees for the Montecito Amenity Center and an updated version of the Parking and Towing Rules, and to circulate the same to the District Manager. District Counsel shall also add page numbers to the Parking and Towing Rules.

Section 11. Direction to District Manager. The District Manager is hereby directed to take all actions consistent with this Resolution. The District Manager shall include this adopted Resolution as part of the Official Records of Proceeding of the District, distribute the Amenity Rules and the Parking and Towing Rules as appropriate to affected parties and in accordance with Chapters 120 and 190, Florida Statutes, and post the Amenity Rules and the Parking and Towing Rules, as updated pursuant to this Resolution, on the District’s website.

Section 12. Conflicts. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 14. Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** in Public Session of the Board of Supervisors of the Montecito Community Development District, this \_\_\_\_ day of April, 2026 (the “Effective Date”).

**Attest:**

**MONTECITO COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Venessa Ripoll, Secretary

\_\_\_\_\_  
Mark Nehiba, Chairperson

## Board of Supervisors



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# **Montecito Community Development District**

## **Staff Suggestions**

**From:** [Kishanly Wagner](#)  
**To:** [Mark Nehiba](#); [Venessa Ripoll](#)  
**Subject:** MONTECITO CDD - SUGGESTIONS  
**Date:** Monday, February 9, 2026 1:10:52 PM  
**Attachments:** [image003.png](#)  
[image004.png](#)

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

Good afternoon,

For security reasons, I suggest Montecito CDD adopt the following policy:

To maintain a safe and secure environment for all Montecito residents and guests:

1. Locked Doors When Staff Is Not On-Site

The main clubhouse door, kitchen door, and the game room door leading to the gym must remain locked whenever office staff is out of the building for the day. Keeping these doors locked ensures that only residents with authorized access cards may enter the facility and prevents unauthorized entry by children or non-residents.

2. Kitchen Door Access During Events

The kitchen door may only be unlocked when office staff is not on-site if an approved resident event is scheduled. Outside of approved events, the kitchen door must remain locked at all times.

3. Facility Hours with Door Lock Requirements

Even when the main clubhouse door remains locked during staff off-hours, the facilities continue to operate under normal access hours:

Clubhouse Access: 8:00 AM – 10:00 PM

Fitness Center Access: 5:00 AM – 12:00 AM (midnight)

Residents may access these areas with their valid access cards during these hours.

Thank you,



Kisha

Wagner  
General Manager

**Montecito CDD**

208 Montecito Drive  
Satellite Beach, FL 32937

**Office:** 321-777-9460

**Email:** [kwagner@bermancorp.com](mailto:kwagner@bermancorp.com)

[www.bermancorp.com](http://www.bermancorp.com)



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**BOARD MEMBERS:** Please do not use the reply all feature of your e-mail as it may be deemed a violation of the Sunshine law. Please reply only to the management office. Thank You.



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# **Montecito Community Development District**

## **Proposed Signage Policy**

## Proposed signage policy for Montecito CDD

### Signage Policy for CDD Property

#### 1. Purpose

The purpose of this policy is to establish clear guidelines regarding the placement of signs on Community Development District (CDD) property. These standards ensure consistency, maintain community aesthetics, and protect CDD-owned land from unauthorized use.

#### 2. General Policy

No signs of any type or size may be placed on CDD property under any circumstances, except as expressly permitted within this policy.

#### 3. Authorized Exceptions

##### 3.1 Realtor Open House Signs

Realtors may temporarily place signage related to an Open House under the following conditions:

##### 1. Location & Quantity

- One (1) Open House sign may be placed on the verge directly in front of the residence hosting the Open House.
- Up to four (4) directional arrow signs may be placed on CDD property to guide visitors.

##### 2. Time Limits

- Signs may only be displayed on the day of the Open House.
- Signs may be posted for no longer than four (4) hours.
- All signs must be removed immediately at the conclusion of the four-hour period.

##### 3. Approval Requirement

- Realtors must obtain written permission from the General Manager at least five (5) working days prior to the scheduled Open House.

##### 3.2 HOA Social Committee Event Signs

The HOA Social Committee may display signs promoting HOA-sponsored events under the following conditions:

##### 1. Posting Timeline

- Event announcement signs may be placed on CDD property no earlier than one (1) week before the scheduled event.
- All signs must be removed within twenty-four (24) hours after the event concludes.

##### 2. Approval Requirement

- The Social Committee must obtain approval from the General Manager for both:
  - The event itself, and
  - The specific locations where signs will be placed.

- Approval must be requested and granted a minimum of two (2) weeks prior to the event.

#### 4. Enforcement

Unauthorized signage placed on CDD property may be removed without notice. Repeated violations may result in further administrative actions as permitted by CDD regulations and governing documents.



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# **Montecito Community Development District**

## **Discussion of Pedestrian Gate**



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# **Montecito Community Development District**

## **Review and Consideration of Janitorial Proposals**

# ESTIMATE

## Space Coast Contracting

Brian@spacecoastcontracting.com  
(321) 417 4484



### Bill To

#### Kisha Wagner

208 Montecito Drive  
Satellite Beach, FL, USA  
kwagner@bermancorp.com  
(603) 921 7710

### Estimate details

Estimate no.: 23  
Estimate date: 01/29/2026  
Status: Pending

Product or service	Amount
<b>Clubhouse Clean</b>	<b>\$550.00</b>
Initial Deep Clean Includes: <ul style="list-style-type: none"><li>• Full kitchen deep cleaning including all surfaces, countertops, sinks, trash areas, and interior/exterior of all appliances</li><li>• Complete top-to-bottom cleaning and sanitation of all four restrooms</li><li>• Gym equipment thoroughly wiped and sanitized; all mirrors and glass cleaned; all surfaces dusted and detailed</li><li>• Interior and exterior window and glass cleaning throughout the facility</li><li>• Cleaning and polishing of all mirrors and glass surfaces</li><li>• Comprehensive top-to-bottom dusting throughout the clubhouse</li><li>• Wipe down of all reachable surfaces, fixtures, and touchpoints</li><li>• Dusting and wiping of all baseboards throughout the facility</li><li>• Vacuuming of all carpeted areas</li><li>• Dust mopping and vacuuming of all flooring surfaces</li><li>• Mopping of all hard-surface floors</li><li>• Trash removal and liner replacement throughout</li><li>• Detailed cleaning of entryways, common areas, and high-traffic zones</li></ul>	
<b>Ongoing Service</b>	<b>\$385.00</b>
\$385/visit \$1,155/week	
Ongoing Maintenance Service – Each Visit Includes: <ul style="list-style-type: none"><li>• Complete cleaning and sanitation of all restrooms, top to bottom</li><li>• Full kitchen cleaning and wipe-down, including exterior cabinetry, countertops, and appliance surfaces</li><li>• Gym equipment wiped and sanitized to maintain a clean, safe environment</li><li>• Trash removal and liner replacement throughout the facility</li><li>• Dusting and mopping of baseboards throughout common areas</li><li>• Vacuuming of all carpeted areas and rugs</li><li>• Dust mopping and mopping of all hard-surface flooring</li><li>• Cleaning and polishing of all mirrors and interior glass surfaces</li><li>• Cleaning of all interior window panes</li><li>• Exterior glass maintained as needed to preserve appearance</li><li>• Sanitizing of entryways and all high-touch surfaces</li><li>• General detailing and upkeep to maintain a consistently high-end presentation throughout the clubhouse</li></ul>	

Thank you for your business!

Thank you for your business

Subtotal	\$935.00
<b>Total</b>	<b>\$935.00</b>
<hr/>	
Estimate Total	\$935.00

**Pending Approval**

## View Online

Access your estimate anytime online

[Click Here to View Estimate Online](#)

## Client Message

Our goal is to maintain the clubhouse at a consistently high standard, ensuring it remains clean, presentable, and welcoming for all residents and guests.

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Thank you for your business!

Thank you for your business



**TIDY UP LLC**  
 Mailing Address  
 102 East New Haven Avenue  
 Melbourne, Florida 32901  
 United States  
 therealtidyup@gmail.com  
 Phone: 3218023690

Price Quote: #0000015  
 Issued on: Feb 12, 2026  
 Expiry Date: Mar 15, 2026

**Montecito Clubhouse**

**Montecito Clubhouse**

kwagner@bermancorp.com  
 208 Montecito Drive  
 Satellite Beach, Florida 32937  
 United States  
 603-921-7710

Product or Service	Quantity	Price	Line Total
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**Weekly Commercial Cleaning**

Commercial Cleaning Service – Three Times Per Week (Monday, Wednesday, Friday)

This proposal includes professional janitorial cleaning services performed three (3) times per week – Monday, Wednesday, and Friday for the following areas:

Clubhouse & Common Areas

- Dusting and sanitizing all surfaces
- Trash removal and liner replacement
- Vacuuming carpeted areas
- Mopping all hard surface flooring
- Spot cleaning walls as needed

Gym & Fitness Area

- Cleaning and disinfecting all fitness equipment
- Sanitizing high-touch areas (handles, machines, benches, rails)
- Floor cleaning (vacuum and/or mop as applicable)
- Trash removal

Restrooms

- Gym bathroom
- Two (2) outdoor pool bathrooms
- One (1) indoor office bathroom

	<b>1</b>	<b>\$3,400.00</b>	<b>\$3,400.00</b>
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Services include:

- Full sanitizing and disinfecting of toilets, sinks, mirrors, and fixtures
- Cleaning and disinfecting partitions (where applicable)

- Restocking paper products (client supplied)
- Mopping and sanitizing floors

#### Office & Interior Spaces

- Manager's office cleaning
- Kitchen area cleaning (counters, sink, exterior appliance wipe-down)
- Game room cleaning
- Dusting and disinfecting all high-touch surfaces

#### Window Cleaning

- Approximately 30 windows
- Interior window cleaning at every service visit
- Exterior window cleaning approximately twice per month

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Subtotal	\$3,400.00
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<b>Total Price:</b>	<b>\$3,400.00</b>
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#### Notes

This is the monthly cost regardless of if it's 4 or 5 weeks

# DELMAR PRO SERVICES LLC

ROSE DEL MAR

☎ 603-333-7811

✉ delmarservices27@gmail.com



ESTIMATE FOR:

## MONTECITO CDD

208 MONTECITO DRIVE

SATELLITE BEACH FL 32937

321-777-9460

### ESTIMATE FOR WEEKLY COMMERCIAL CLEANING

**COMMERCIAL CLEANING SERVICE- THREE TIMES PER WEEK.  
(MONDAY-WEDNESDAY-FRIDAY)**

- **CLUBHOUSE & MAIN AREA**
- **SERVICE INCLUDE: DEEP & STANDARD**
- RESTOCKING PAPER PRODUCTS
- MOPPING AND SANITIZING FLOORS
- DUSTING AND SANITIZING ALL SURFACES
- TRASH REMOVAL AND LINER REPLACEMENT
- VACUUMING CARPETED AREAS
- MOPPING ALL HARD SURFACE FLOORING
- **FITNESS CENTER**
- CLEANING AND DISINFECTING ALL EQUIPMENTS, INCLUDING WEIGHT STATION
- SWEEP, MOP, VACUUM FLOORING
- TRASH REMOVAL
- RESTOCKING PAPER TOWELS & DISINFECTANT SPRAY
- MIRROR WIPE DOWN
- **RESTROOMS:GYM, CLUBHOUSE & POOL DECK**
- RESTOCKING TOILET PAPER, PAPER TOWEL & HAND SOAP
- WIPE DOWN MIRRORS
- DEEP CLEAN
- **WINDOW CLEANING:**
- INTERIOR WINDOW - EVERY SERVICE VISIT
- EXTERIOR WINDOW - CLEANING TWICE PER MONTH
- **EQUIPMENT INCLUDED:**
- VACUUM, SWIFFER & MOP
- DISINFECTANT SPRAY
- CLEANING SUPPLIES
- **DELMAR DOES NOT INCLUDE:**
- PAPER TOWEL
- TOILET PAPER
- HAND SOAP
- FITNESS CENTER DISINFECTANT

**TOTAL: \$1,500**

**DELMAR PRO SERVICES IF FULLY ENSURED.**



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# **Montecito Community Development District**

## **Review and Consideration of Revisions to HOA Facility Use Agreement**

**AMENDED AND RESTATED  
FACILITY USE AGREEMENT  
(Montecito Clubhouse)**

**THIS AMENDED AND RESTATED FACILITY USE AGREEMENT** (the “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between:

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in City of Satellite Beach, Brevard County, Florida, whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “District”),

and

**MONTECITO MASTER COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 6972 Lake Gloria Boulevard, Orlando, Florida 32809, **MONTECITO TOWNHOMES OF BREVARD HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 6972 Lake Gloria Boulevard, Orlando, Florida 32809, and **MONTECITO OF BREVARD HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose addresses are 6972 Lake Gloria Boulevard, Orlando, Florida 32809 (collectively, the “Associations” and each an “Association”),

**WHEREAS**, the District and the Associations entered into a Facility Use Agreement (Montecito Clubhouse), dated December 4, 2024 (the “2024 Agreement”), pertaining to the Associations’ use the clubhouse facility and certain furniture and equipment, at the Montecito Clubhouse property located at 208 Montecito Drive, Satellite Beach, Florida and owned by the District (the “Facility”) for Association meetings (including those of the Boards of Directors, Committees, and Annual Membership); and

**WHEREAS**, the District desires to continue to allow the Associations to use the Facility for the purpose of hosting the Associations’ meetings under the terms provided herein; and

**WHEREAS**, the District has indicated a willingness to permit the Associations to use the Facility for the described purposes under certain specified conditions; and

**WHEREAS**, each Association agrees to hold harmless and indemnify the District

in connection with its respective use of the Facility.

**WITNESSETH:**

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements herein and the permission granted by the District to the Associations to use the District's Facility for the purposes stated herein, the Associations and District agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **Facility and Use.** The District does hereby grant limited use to the Associations, as provided herein, and each Association does hereby accept and take, on a NON-EXCLUSIVE basis, the use of the Facility, located at 208 Montecito Drive, Satellite Beach, Florida, to be used by the Associations solely for the purpose of hosting the Associations' meetings under the conditions set forth in this Agreement. Those capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Adopted Rules, Policies, and Fees of the Montecito Amenity Center (the "Rules").

2.1 Utilize the Facility. The District hereby authorizes each Association to utilize the Facility as follows:

2.1.1 Each Association may utilize those certain portions of the Facility for the purpose of hosting the Association's meetings, including the main room, kitchen and bathrooms.

2.1.2 The Facility may be utilized by each Association for the purpose of hosting the Association's meetings by reserving, in accordance herewith, the Facility in advance with the General Manager or District Manager of the District.

2.1.3. Each Association shall pre-arrange access to the Facility for the use of the Facility with the General Manager, or in the General Manager's absence, the District Manager, when an Association is using the Facility after normal business hours of the Facility.

2.2 Use of Facility Equipment. The Associations may utilize the certain equipment and items along with the use of the Facility for the Associations' meetings as follows:

2.2.1 The Associations are not allowed to use any equipment or appliances owned by the District without the written permission of the District Manager or the General Manager.

2.2.2 The Associations may use the Facility furnishings for meetings. In

order to reduce damage and wear on the Facility furnishings, in advance of a meeting, the Associations may only move furnishings to prepare the meeting location in the same manner as the District does for District meetings (the "Meeting Set-up"), which Meeting Set-up is attached hereto and made a part hereof as Exhibit A. Any changes to the Meeting Set-up must be approved in writing and at least one (1) business day in advance of the meeting in which such change is to be implemented. Associations shall return such furnishings to their original location(s) immediately after each meeting.

2.2.3 The Associations may use the television for meeting purposes. Each Association desiring to utilize the television for meeting purposes shall coordinate, in writing or via email, such use with the General Manager during regular business hours in advance of the meeting.

3. **Term.** This Agreement shall commence on the Effective Date and shall continue through September 30, 2027, unless terminated by either party pursuant to Section 6 below. Thereafter, the Agreement shall renew for periods of one (1) year each, unless otherwise terminated pursuant to Section 6 below.

4. **Conditions of Facility Use.**

4.1 Facility. The Associations have each inspected the Facility and accept said Facility in "AS IS" condition at the time of entering this Agreement and throughout its term. Each Association agrees that after each use of the Facility in accordance with this Agreement, the Association using the Facility will return the Facility to the District in a neat and sanitary condition, disposing of all garbage and waste in designated receptacles, and returning the Facility to its condition prior to the use by the Association. The Associations shall make no alterations, additions, improvements, or otherwise to the Facility without the express written consent of the District.

4.2 Utilities. District agrees to furnish reasonable electric, water, and sewer service, while the Associations are utilizing the Facility.

4.3 Indemnification and Hold Harmless. Each Association agrees to conduct its respective activities upon the Facility in a manner so as to not endanger any person lawfully thereon and to, indemnify and hold harmless the District, its officers, agents, and employees from and against all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising out or in any way connected to any act, omission, or negligence of the respective Association, or its respective officers, agents, employees, or guests, and resulting in or relating to injuries to body, life, limb or property sustained in, about, or upon the permitted Facility or improvements thereto, or arising from the use of said Facility by each Association. The Associations agree that this indemnification provision is applicable beginning on the Effective Date of this Agreement and that it shall survive the termination or expiration of the term of this Agreement.

4.4 Insurance. Each Association shall furnish to the District, at the time of entering into this Agreement and upon the request of the District, a Certificate of Insurance showing General Liability Insurance of not less than \$1,000,000 combined single limits (the "Association Insurance"). The Association Insurance shall be maintained by each Association, at its costs and expense, at all times throughout the term of this Agreement. The proofs of insurance provided by the Associations are subject to the review and approval of District. If requested by the District, each Association shall provide District with an updated Certificate of Insurance.

4.5 Compliance with laws, rules and regulations. The Associations shall comply with the Rules and all laws of the United States, and of the State of Florida, all ordinances of the City of Satellite Beach, all rules and requirements of the Police, Fire Departments, or other municipal authorities of the City of Satellite Beach, any other applicable local laws, ordinances and regulations and the Rules of the District (as defined above), will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of an Association or the Associations is called to any such violation on the part of the Associations or any Association, or any person employed by or admitted to the Facility by an Association, said responsible Association or Associations will immediately desist from and correct the violation.

4.6 Non-discrimination. The District does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 and other federal and state authorities, the Associations will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

## 5. **General Provisions.**

5.1 Permission to Enter Property. In accordance with direction provided by or the consent of the General Manager or the District Manager, the Associations shall be permitted to enter the Facility to access the Facility when the Facility is open at any time during which this Agreement is effective for purposes of preparing for, hosting, and cleaning up after Association meetings. The Associations agree that the authorized representatives of the District may enter into the Facility at any given time to conduct District-related business. Notwithstanding, the Associations agree that published and advertised meetings of the District Board of Supervisors shall not be interrupted or disturbed.

5.2 Evacuation. The District reserves the right, without any liability therefor, to evacuate the Facility during any activity in progress where it is deemed, in the discretion of the District, the General Manager, the District Manager, or an authorized representative to be necessary for the safety of the general public, patrons, or guests.

5.3 This Agreement is Non-Exclusive. The Associations understand and agree that during the term of this Agreement, other events, may be held in other parts of the Facility and the facilities in the area of the Facility, and it is understood and agreed that such other events can be held, serviced or moved in or out of the Facility during the term hereof even though they may cause inconvenience to the Associations. The District will make every effort to minimize impact on the Associations' use of the Facility.

5.4 Inspection of Facility. The Associations further represent that its representatives and agents have independently inspected the Facility and that the same are in proper condition for the uses contemplated in this Agreement.

5.5 Security. The Associations each acknowledge and understand that the District bears no responsibility whatsoever, for the negligence of the District, its officials, agents, or employees, for damages to person or property, arising out of or resulting from the lack or, insufficiency of, or negligent security, safety measures, or protection from vandalism during the use of the Facility by an Association. When using the Facility pursuant to this Agreement, each Association shall assess, determine, and address any need or requirement for security as deemed appropriate by that Association.

5.6 Damages to Facility. The Associations shall not damage said Facility, and will not make, nor allow to be made any alterations of any kind therein without the District's written permission. Following the use of the Facility, the Associations shall return the Facility to the condition the Facility was in prior to Associations' use of the Facility. Any damage whatsoever occurring as a result of a breach of this provision shall be the responsibility of the Associations.

## **6. Termination or Cancellation.**

6.1 District shall have the right to terminate and rescind this Agreement in its entirety or in part at the option and discretion of the District: (1) for any reason whatsoever upon the providing of at least thirty (30) days' notice to an Association or the Associations.

6.2 Each Association shall have the right to terminate and rescind this Agreement in its entirety (as applicable to such Association) or in part at the option and discretion of the Association(s) for any reason whatsoever upon the providing of at least thirty (30) days' notice to District.

6.3 The termination of this Agreement shall not relieve the Associations or any Association, individually, of any liabilities or obligations hereunder which shall have accrued prior to the effective date of cancellation or rescission.

**7. Public Records.**

7.1. Associations shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- A. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- B. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Associations do not transfer the records to the District; and
- D. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of an Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If an Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

7.2. Each Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of an Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Each Association

acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**7.3. IF AN ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE ASSOCIATIONS MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**PFM GROUP CONSULTING LLC  
3501 QUADRANGLE BOULEVARD, SUITE 270  
ORLANDO, FLORIDA 32817  
TELEPHONE: (407) 723-5900  
EMAIL: RECORDREQUEST@PFM.COM**

8. **Assignment Prohibited.** This Agreement shall not be assigned, sublet, sold, made a part of a merger, takeover, or sale of a business, or otherwise transferred in any manner whatsoever, by any party, without the prior written consent of the other parties endorsed thereon.

9. **Notice.** Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, by certified mail, return receipt requested, or by hand delivery, and addressed as follows:

**As to ASSOCIATIONS:**

Montecito Master Community Association, Inc.  
6972 Lake Gloria Blvd.  
Orlando, Florida 32809  
Attention: President

Montecito of Brevard Homeowners Association, Inc.  
6972 Lake Gloria Blvd.  
Orlando, Florida 32809  
Attention: President

Montecito Townhomes of Brevard Homeowners Association, Inc.

6972 Lake Gloria Blvd.  
Orlando, Florida 32809  
Attention: President

**As to DISTRICT:**

Montecito Community Development District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817  
Attn: District Manager

**With copy to:**

Billing Cochran, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attn: Michael J. Pawelczyk, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

10. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida, with venue, for purposes of any litigation, lying in Brevard County, Florida.

11. **Entire Agreement.** That all terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents who execute this Agreement.

12. **Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of any covenant or condition of this Agreement.

13. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because of conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule, or law or public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portion of this Agreement or any part thereof.

14. **Termination of 2024 Agreement.** Upon execution of this Agreement by the District and an Association entity, the 2024 Agreement shall be terminated as between those parties, having been replaced in its entirety by this Agreement.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

ATTEST:

**MONTECITO COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_ day of \_\_\_\_\_, 2026

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

(CORPORATE SEAL)

**MONTECITO MASTER COMMUNITY ASSOCIATION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2026

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

(CORPORATE SEAL)

**MONTECITO OF BREVARD COMMUNITY ASSOCIATION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2026

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

(CORPORATE SEAL)

**MONTECITO TOWNHOMES OF BREVARD COMMUNITY ASSOCIATION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2026

**Exhibit A**

**Meeting Set-Up**

## Exhibit A



**AMENDED AND RESTATED FACILITY USE AGREEMENT  
(Events at Montecito Amenity Center)**

**THIS AMENDED AND RESTATED FACILITY USE AGREEMENT** (the “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between:

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in City of Satellite Beach, Brevard County, Florida, whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “District”),

and

**MONTECITO MASTER COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 6972 Lake Gloria Boulevard, Orlando, Florida 32809 (the “Association”),

**WHEREAS**, the District and the Association entered into a Facility Use Agreement (Events at Montecito Amenity Center), dated January 8, 2025 (the “2025 agreement”) pertaining to the use of the District amenity center for Association events; and

**WHEREAS**, the District and the Association desire to amend and restate the 2025 Agreement for purposes of updating certain terms and conditions therein and in the interests of preserving the facilities and furniture within the District amenity center; and

**WHEREAS**, the Association has organized a Social Committee for purposes of planning, organizing, and hosting certain events for its Members (as defined in the Association’s Declaration of Covenants, as amended from time to time) or the community as a whole, which events are subject to the approval by the District as provided herein (each a “Social Committee Event” or an “Event”); and

**WHEREAS**, the Association desires to use the amenity center facility and certain furniture and equipment, at the Montecito Amenity Center property located at 208 Montecito Drive, Satellite Beach, Florida and owned by the District (the “Facility”) for such Social Committee Events; and

**WHEREAS**, the District desires to allow the Association to use the Facility for the purpose of hosting Social Committee Events under the terms provided herein; and

**WHEREAS**, the District has indicated a willingness to permit the Associations to use the Facility for the described purposes under certain specified conditions and in accordance with the CDD Facility Use of (Members Only) Social Committee Event attached hereto and made a part hereof as Exhibit A (the “Social Committee Event Policy”); and

**WHEREAS**, the Association agrees to hold harmless and indemnify the District in connection with its use of the Facility for Social Committee Events.

**WITNESSETH:**

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements herein and the permission granted by the District to the Association to use the District’s Facility for the purposes stated herein, the Association and District agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **Facility and Use.** The District does hereby grant limited use to the Association, as provided herein and subject to availability as determined by and approved by the General Manager of the District (the “General Manager”), and each Association does hereby accept and take, on a NON-EXCLUSIVE basis, the use of the Facility, located at 208 Montecito Drive, Satellite Beach, Florida, to be used by the Association solely for the purpose of Social Committee Events under the conditions set forth in this Agreement. Those capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Adopted Rules, Policies, and Fees of the Montecito Amenity Center (the “Rules”). Notwithstanding that which is set forth in the Social Committee Event Policy, at any time during the term of this Agreement and upon notice to the Association, the District Board of Supervisors may, in its full discretion, determine and require that each Application for a Social Committee Events be reviewed and approved by the District Board or the District Manager, in lieu of the General Manager.

2.1 Utilize the Facility for Social Committee Events. The District hereby authorizes each Association to utilize the Facility for Social Committee Events, as follows:

2.1.1 The Association shall complete and deliver to the General Manager an Amenity Center Use Application – Social Committee Event (the “Application”) at least seven (7) days prior to the date of the proposed Social Committee Event, which Application is attached hereto and made a part hereof as Exhibit B. If ANY furniture or furnishings within the Facility are proposed to be moved for a Social Committee Event, the Application shall described and identify ANY furniture or furnishings of the Facility that are proposed to be moved. As part of the General Manager’s review of the Application, the General Manager of the District must approve any movement of

furniture or furnishings. Such approval may be with conditions as determined by the General Manager, in the General Manager's discretion. Furniture or furnishings SHALL NOT be moved unless approved by the General Manager as part of the Application process described herein. The District Board of Supervisors reserves the right to modify or update the form of Application at any time.

2.1.2 The Association may utilize those certain portions of the Facility identified on the approved Application for the purpose of hosting the Social Committee Events, including the main room, game room, kitchen and bathrooms.

2.1.3 The Facility may be utilized by the Association for the purpose of hosting the Association's Social Committee Events by reserving, in accordance herewith and with the Social Committee Event Policy, the Facility in advance with the General Manager of the District.

2.1.4. The Association shall pre-arrange access to the Facility for the use of the Facility for the Social Committee Event with the General Manager, or in the General Manager's absence, the District Manager, when the Association is using the Facility after normal business hours of the Facility.

2.1.5 When the Association is utilizing the Facility for a Social Committee Event, the Social Committee Event shall be open to all Members of the Association or all Montecito residents and Non-Resident Users of the Facility, and the Association hosting the Social Committee Event shall be the Renter as defined in the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, as amended from time to time (the "Rules"), and shall be the entity responsible for all aspects of the Social Committee Event, including, but not limited to, security and safety, any damages to the Facility or which arise out of or are in any way connected to the event and which are incurred by the District, its officers, agents, and employees, any Members, Annual Members or their guests.

2.1.6 The rental fees as set forth in the Rules are hereby waived for approved Social Committee Events. This does not include any additional fees or costs incurred by the District for additional cleaning and damages to the Facility, furnishings, walls, equipment, appliances, or any other District property so affected as a result of the Social Committee Event. For Social Committee Events, the deposit requirements set forth in the Social Committee Policy and the Rules are hereby initially waived by the District; however, in the full and absolute discretion of and by motion of the District Board of Supervisors at a regular or special meeting, the requirement for a deposit may be required.

2.1.7 The Association shall comply with the Social Committee Event Policy and the Rules, and shall ensure that all persons, Members and guests attending, organizing, or hosting the Social Committee Event comply with the Social Committee Event Policy and Rules.

2.1.8 Nothing herein shall prohibit the Association(s) from assessing or charging a fee to attendees to be applied towards the costs of the Social Committee Event, provided that the fee is the same for all attendees.

2.1.9 Should any fees or costs be owed to the District (as determined by the District) from the Association in connection with its use of the Facility, said Association shall be prohibited from using the Facility for future Social Committee Events or Association meetings until such time as the amounts due the District are paid in full.

2.1.10 Use of Facility Equipment. The Associations may utilize the certain equipment, appliances, and items along with the use of the Facility for the Social Committee Events as follows:

2.1.10.1 The Association shall not use any equipment or appliances owned by the District that is not included/referenced on the approved Application without the written permission of the General Manager, or in the absence of the General Manager, the District Manager. The Association shall clean all equipment, appliances and other items utilized by the Association in preparation for or during the Social Committee Event.

2.1.10.2 The Association may use the Facility furniture and furnishings and move the furnishings, subject to compliance with Section 2.1.1 of this Agreement, in advance of a Social Committee Event and shall return such furniture and furnishings to their original location immediately after each Social Committee Event.

2.1.10.3 The Association may use the District television within the Facility for the Social Committee Event, provided that the Association has coordinated with and received confirmation, in writing or via email, from the General Manager prior to the Social Committee Event.

3. **Term.** This Agreement shall commence on the Effective Date and shall continue through September 30, 2027, unless terminated by either party pursuant to Section 6 below. Thereafter, the Agreement shall renew for periods of one (1) year each, unless otherwise terminated pursuant to Section 6 below.

#### 4. **Conditions of Facility Use.**

4.1 Facility. The Association acknowledges and agrees that it has inspected the Facility and accepts said Facility in "AS IS" condition at the time of entering this Agreement and throughout its term, including immediately prior to each use of a Social Committee Event. The Association agrees that after each use of the Facility in accordance with this Agreement, the Association will return the Facility to the District in a neat and sanitary condition, disposing of all garbage and waste in designated

receptacles, and returning the Facility to its condition prior to the use by the Association. The Associations shall make no alterations, additions, improvements, or otherwise to the Facility without the express written consent of the General Manager.

4.2 Utilities. District agrees to furnish reasonable electric, water, and sewer service, while the Associations are utilizing the Facility.

4.3 Indemnification and Hold Harmless. The Association agrees to conduct its respective activities upon the Facility in a manner so as to not endanger any person lawfully thereon and to, indemnify and hold harmless the District, its officers, agents, and employees from and against all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising out or in any way connected to any act, omission, or negligence of the Association, or its respective officers, agents, employees, Members, or guests, and resulting in or relating to injuries to body, life, limb or property sustained in, about, or upon the permitted Facility or improvements thereto, or arising from the use of said Facility by the Association. The Association agrees that this indemnification provision is applicable beginning on the Effective Date of this Agreement and that it shall survive the termination or expiration of the term of this Agreement.

4.4 Insurance. The Association shall furnish to the District, at the time of entering into this Agreement and upon the request of the District, a Certificate of Insurance showing General Liability Insurance of not less than \$1,000,000 combined single limits (the "Association Insurance"). The Association Insurance shall be maintained by the Association, at its costs and expense, at all times throughout the term of this Agreement. The proofs of insurance provided by the Associations are subject to the review and approval of District. If requested by the District, the Association shall provide District with an updated Certificate of Insurance. This provision and the requirements herein is in addition to the additional insurance required for Social Committee Events where alcoholic beverages are served or provided, as set forth in the Social Committee Event Policy.

4.5 Compliance with laws, rules and regulations. The Association shall comply with the Social Committee Event Policy, the Rules, all laws of the United States and of the State of Florida, all ordinances of the City of Satellite Beach, all rules and requirements of the Police, Fire Departments, or other municipal authorities of the City of Satellite Beach, and any other applicable local laws, ordinances and regulations. The Association will obtain and pay for all necessary permits and licenses, if any, and will not do, nor suffer to be done, anything on said Facility during the terms of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of the Association is called to any such violation on the part of the Association, or any person employed by or admitted to the Facility by the Association, the Association will immediately desist from and correct or take the necessary action(s) to correct the violation.

4.6 Non-discrimination. The District does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 and other federal and state authorities, the Associations will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

## 5. **General Provisions.**

5.1 Permission to Enter Property. In accordance with direction provided by or the consent of the General Manager, the Association shall be permitted to enter the Facility to access the Facility when the Facility is open at any time during which this Agreement is effective for purposes of preparing for, hosting, and cleaning up after Social Committee Events. The Association agrees that the authorized representatives of the District may enter into the Facility at any given time to conduct District-related business. Notwithstanding, the Association agrees that published and advertised meetings of the District Board of Supervisors shall not be interrupted or disturbed.

5.2 Evacuation. The District reserves the right, without any liability therefor, to evacuate the Facility during any activity in progress where it is deemed, in the discretion of the District, the General Manager, the District Manager, or an authorized representative to be necessary for the safety of the general public, patrons, or guests.

5.3 This Agreement is Non-Exclusive. The Association understands and agrees that during the term of this Agreement, other events, may be held in other parts of the Facility and the facilities in the area of the Facility, and it is understood and agreed that such other events can be held, serviced or moved in or out of the Facility during the term hereof even though they may cause inconvenience to the Association. The District will make every effort to minimize impact on the Association's use of the Facility for Social Committee Events.

5.4 Security. The Association acknowledges and understands that the District bears no responsibility whatsoever, for the negligence of the District, its officials, agents, or employees, for damages to person or property, arising out of or resulting from the lack or, insufficiency of, or negligent security, safety measures, or protection from vandalism during the use of the Facility by the Association. When using the Facility pursuant to this Agreement, the Association shall assess, determine, and address any need or requirement for security as deemed appropriate by that Association.

5.6 Damages to Facility. The Association shall not damage said Facility, and will not make, nor allow to be made any alterations of any kind therein without the District's written permission. Following the use of the Facility, the Association shall return the Facility to the condition the Facility was in prior to Association's use of the Facility. Any damage whatsoever occurring as a result of a breach of this provision shall be the responsibility of the Association.

## **6. Termination or Cancellation.**

6.1 District shall have the right to terminate and rescind this Agreement in its entirety or in part at the option and discretion of the District: (1) for any reason whatsoever upon the providing of at least thirty (30) days' notice to the Association.

6.2 The Association shall have the right to terminate and rescind this Agreement in its entirety or in part at the option and discretion of the Association for any reason whatsoever upon the providing of at least thirty (30) days' notice to District.

6.3 The termination of this Agreement shall not relieve the Association of any liabilities or obligations hereunder which shall have accrued prior to the effective date of termination of the Agreement.

## **7. Public Records.**

7.1. Associations shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- A. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- B. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Associations do not transfer the records to the District; and
- D. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Association or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Association transfers all public records to the District upon completion of the Agreement, the Association shall destroy any duplicate public records that

are exempt or confidential and exempt from public disclosure requirements. If the Association keeps and maintains public records upon completion of the Agreement, the Association shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

7.2. The Association acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Association, the Association shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Each Association acknowledges that should Association fail to provide the public records to the District within a reasonable time, Association may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**7.3. IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE ASSOCIATIONS MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**PFM GROUP CONSULTING LLC  
3501 QUADRANGLE BOULEVARD, SUITE 270  
ORLANDO, FLORIDA 32817  
TELEPHONE: (407) 723-5900  
EMAIL: RECORDREQUEST@PFM.COM**

8. **Assignment Prohibited.** This Agreement shall not be assigned, sublet, sold, made a part of a merger, takeover, or sale of a business, or otherwise transferred in any manner whatsoever, by any party, without the prior written consent of the other parties endorsed thereon.

9. **Notice.** Any notice required or permitted to be given or served by either party to this Agreement shall be deemed to have been given or served when made in writing, by certified mail, return receipt requested, or by hand delivery, and addressed as follows:

**As to ASSOCIATION:**

Montecito Master Community Association, Inc.  
6972 Lake Gloria Blvd.  
Orlando, Florida 32809  
Attention: President

**As to DISTRICT:**

Montecito Community Development District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817  
Attn: District Manager

**With copy to:**

Billing Cochran, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attn: Michael J. Pawelczyk, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

10. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida, with venue, for purposes of any litigation, lying in Brevard County, Florida.

11. **Entire Agreement.** That all terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents who execute this Agreement.

12. **Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of any covenant or condition of this Agreement.

13. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because of conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule, or law or public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portion of this Agreement or any part thereof.

14. **Conflicts.** In the event of a conflict between any provision(s) of this Agreement and the terms and conditions of Exhibit A or Exhibit B, then the terms and conditions of this Agreement shall control. In the event of a conflict between any provision(s) of Exhibit A and the terms and conditions of Exhibit B, then the terms and conditions of Exhibit A shall control.

15. **Termination of 2025 Agreement.** Upon execution of this Agreement by the District and the Association, the 2025 Agreement shall be terminated, having been replaced in its entirety by this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

ATTEST:

**MONTECITO COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Venessa Ripoll, Secretary

\_\_\_\_\_  
Mark Nehiba, Chair  
Board of Supervisors

\_\_\_\_\_ day of \_\_\_\_\_, 2026

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

(CORPORATE SEAL)

**MONTECITO MASTER COMMUNITY ASSOCIATION, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2026

## **Exhibit A**

Montecito Amenity Center  
208 Montecito Drive Satellite Beach, Florida 32937  
TITLE - Social Committee Event Policy

This Social Committee Policy is an exhibit to the Facility Use Agreement (Events at Montecito Amenity Center) between the District and the Association (the “Agreement”).

- 1) Social Committee Events at any Amenity Facility must be approved in advance by the General Manager or the District Board of Supervisors.
- 2) Alcoholic beverages are not permitted at any District owned facility or property at any time. Notwithstanding, for a Social Committee Event and pursuant to the Agreement, alcoholic beverages may be allowed provided that the Association has made the request for alcohol in the Application, the Application has been approved by the District, the Association (or the Association’s third party vendor) complies with the additional insurance requirements below, and the Association (or the Association’s third party vendor) complies with Florida law and with applicable licensing requirements governing the sale and/or dispensing of alcoholic beverages.
- 3) 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.
- 4) All Members (as such term is defined in the Association Declaration of Covenants, as amended from time to time) shall abide by and comply with 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.
- 5) Loud, profane, obscene, or abusive language is absolutely prohibited.
- 6) Each Member, 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.
- 7) 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, the General Manager, or the Board. Members 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 HOA’s, which is caused by the Member 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 Member or minor children.

- 8) Any Member, 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 who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the HOA's, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold 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 Member.
- 9) 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.
- 10) Please note that the Amenity Facilities are unattended facilities. Members using the Amenity Facilities do so at their own risk.
- 11) If required and part of the approved Application, the game room can be utilized during Social Committee events.
- 12) Children under the age of twelve (12) must be accompanied by a Member.
- 13) Smoking, the use of tobacco products, vaping, and the use of illegal drugs is not permitted at any time within the Amenity Facilities.
- 14) Furniture and furnishings shall NOT be moved and the District television within the Facility shall not be used without prior approval, as provided in the approved application and the Amended and Restated Facility Use Agreement (Events at Montecito Amenity Center), as amended from time to time.
- 15) Social Committees may reserve the Amenity Center Clubhouse Room through the General Manager's office for various 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. The maximum number of persons attending any event shall not exceed the maximum number allowed for any

given Amenity Center area. 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 for use of the Amenity Center Clubhouse Room, Game Room and/or Portico Area, the General Manager will determine if the date/dates are available for use by a (resident-only) Social Committee event. The Social Committees will describe in writing what the event will include to the General Manager. (See Exhibit B)

- 16) The Social Committees may not reserve the Amenity Center Clubhouse Room more than 12 times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed the maximum number allowed in any Amenity Center area. Reservation of the Amenity Center Clubhouse areas is on a first come, first serve basis and is subject to approval by the General Manager and upon completion of the application (Exhibit B) for use of the Amenity Center Clubhouse areas.
- 17) A refundable deposit in the amount set forth below, if required, will be returned after the function is complete provided there is no evidence of damage to the facility. (See Exhibit B)
- 18) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved, by Application, to serve alcoholic beverages. Since these social events are sanctioned by the Association who currently has the required liability insurance no additional insurance will be required, provided such insurance is confirmed in writing to provide coverage for the serving of alcoholic beverage (see Exhibit B).
- 19) If required and not waived by the District pursuant to Section 2.1.6 of the Agreement, a refundable security deposit of \$400.00 (or \$500.00 with events including preauthorized alcohol) shall be charged to and posted by the HOA 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, (see Exhibit B) plus adhere to the following:
  - a. Ensure that all garbage is removed and placed in the appropriate trash bins.
  - b. Remove all displays, favors, or remnants of the event.  
(No adhesives are permitted on walls or windows.)
  - c. Wipe off and restore the furniture and other items to their original position.
  - d. Wipe off counters, tabletops, and sink areas.
  - e. Ensure that no damage has occurred to the Amenity Center Clubhouse Room and its surrounding property and facilities used by Members.

Exhibit A. Social Committee Event Policy

**Exhibit B**  
**Application**

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT**  
**Amenity Center Use Application – Social Committee Event**

Association: \_\_\_\_\_

Social Committee Event Coordinator name: \_\_\_\_\_

Date of the event: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ alternate date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Starting and ending time of the event: \_\_\_\_ : \_\_\_\_ - \_\_\_\_ : \_\_\_\_ (5 hr. Max)

Describe the event:

\_\_\_\_\_  
\_\_\_\_\_

Security Deposit \$400 non-alcohol event.  \$500 if alcohol is approved.

Security Deposit waived by District \_\_\_\_\_ General Manager (initialed) If required, Security Deposit check will be held by the General Manager in the office safe.  Check number \_\_\_\_\_ date \_\_\_\_\_.

Alcohol is allowed at this event. Insurance policy, confirming coverage for alcohol beverages, is included as an attachment.

List Facility space/rooms and equipment/appliances that will be needed:

\_\_\_\_\_  
\_\_\_\_\_

\*Signed Authorized Representative of Association:

\_\_\_\_\_ date \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by General Manager: \_\_\_\_\_ date \_\_\_\_\_

Disapproved Reason

\_\_\_\_\_

\*See additional conditions on the following pages.

REQUEST TO MOVE FURNITURE OR FURNISHINGS  
FOR THE SOCIAL COMMITTEE EVENT

The Association requests that the following items of furniture and furnishings of the Facility be allowed to be moved prior to the approved event, which items will be returned to their original and proper location at the conclusion of the approved event:

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Association has attached a site plan to the Application identifying the above furniture and furnishings proposed to be moved for the event, as well as the proposed site plan for the event.

FOR GENERAL MANAGER TO COMPLETE:

The General Manager of the District hereby approves the above subject to the following conditions:

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Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signed: \_\_\_\_\_ Amenity Center General Manager

MONTECITO COMMUNITY DEVELOPMENT DISTRICT  
ADDITIONAL CONDITIONS

During an approved event the Association agrees to the following policies/rules:

1.  The Association agrees that the maximum number of occupants as posted will not be exceeded during any event.
2.  The five (5) hour maximum time limit includes setup, teardown, and cleanup time.
3.  No wet bathing suits, towels, or wet clothing are allowed in the space being used for an event.
4.  No furniture or furnishings of the Facility shall be moved unless approved by the General Manager as provided in the approved Application.

At the *completion* of an approved event conducted by the Association, the Association assures the following will be adhered to:

Check List:

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 furniture and other items to their original position.
4.  Wipe off counters, tabletops and sink area.
5.  Ensure that no damage has occurred to the Amenity Center Clubhouse Rooms and its surrounding property and facilities if used by Members at this event.

I have read, and understand, and agree with the rules/ policies set forth in this document.

Authorized Representative of Association initial \_\_\_\_\_

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

GENERAL MANAGER - AFTER EVENT INSPECTION

Event date: \_\_\_\_/\_\_\_\_/\_\_\_\_

I visually inspected the facility after the event.

All was found to be, as agreed to, by the Association, therefore no follow-up is required. Submitted to the District Manager. Date \_\_\_\_/\_\_\_\_/\_\_\_\_

I found the following condition(s) and have discussed it with the event Social Committee coordinator for the Association:

---

Follow-up is required by the District Manager and/or the Board of Supervisors. This completed discrepancy inspection form is being forwarded to the District Manager and to the CDD Board of Supervisors for their action.

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed: \_\_\_\_\_ Amenity Center General Manager



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# **Montecito Community Development District**

## **Review and Consideration of HVAC Preventative Maintenance Quote**



## Leading Air And Heat

208 Montecito Drive  
Satellite Beach, FL 32937

✉ kwagner@bermancorp.com

ESTIMATE	#9543101435
TOTAL	\$330.00

### CONTACT US

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1660 Alpha Dr  
Melbourne, FL 32935

☎ (321) 704-1682

✉ services@leadingairandheat.com

## ESTIMATE

Services	qty	unit price	amount
Multi System Quarterly Maintenance	3.0	\$110.00	\$330.00

Services subtotal: \$330.00

**Total** **\$330.00**



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# **Montecito Community Development District**

## **Review and Consideration of Billing Cochran- Adjustment to Counsel Fee Structure**

LAW OFFICES  
**BILLING & COCHRAN**  
ESTABLISHED 1977

KENNETH W. MORGAN, JR.  
MICHAEL J. PAWELCZYK  
MANUEL R. COMRAS  
ANDREW A. RIEF  
JEFFERY R. LAWLEY  
GINGER E. WALD  
SCOTT C. COCHRAN  
ALINE O. MARCANTONIO  
JOHN C. WEBBER

STEVEN F. BILLING (1947-1998)  
HAYWARD D. GAY (1943-2007)

BILLING COCHRAN, P.A.  
LAS OLAS SQUARE, SUITE 600  
515 EAST LAS OLAS BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 764-7150  
(954) 764-7279 FAX

PGA NATIONAL OFFICE CENTER  
300 AVENUE OF THE CHAMPIONS, SUITE 270  
PALM BEACH GARDENS, FLORIDA 33418  
(561) 659-5970  
(561) 659-6173 FAX

WWW.BILLINGCOCHRAN.COM  
PLEASE REPLY TO: FORT LAUDERDALE

CHRISTINE A. BROWN  
GABRIELLA A. FERNANDEZ PEREZ  
MARLENE E. GONZALEZ  
LORI B. LEWELLEN  
LIZA E. SMOKER  
LUCAS A. WILLIAMS

OF COUNSEL:  
CLARK J. COCHRAN, JR.  
SUSAN F. DELEGAL  
DENNIS E. LYLES  
BRUCE M. RAMSEY  
RICHARD T. WOUFLFE

February 5, 2026

VIA E-MAIL ONLY– ripollv@pfm.com

Ms. Venessa Ripoll  
District Manager  
PFM Group Consulting LLC  
3501 Quadrangle Blvd., Suite 270  
Orlando, FL 32817

**Re: Adjustment to District Counsel Fee Structure  
Montecito Community Development District  
Our File: 617.04343**

Dear Venessa:

This firm's current fee structure has been in place since 2023. Although we are certainly mindful of the necessity to keep increases in the District's expenses, including the cost of legal services, to a minimum, it has become necessary for us to adjust our hourly rates effective, October 1, 2026, as follows:

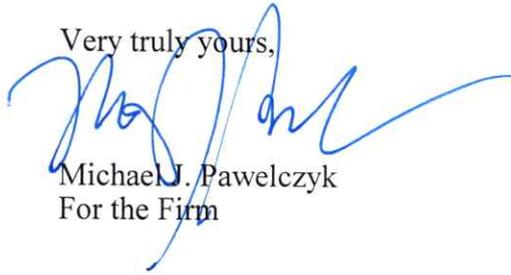
- Attorneys/Partners: \$300.00 per hour
- Attorneys/Associates: \$250.00 per hour

This hourly fee structure will be adjusted on a periodic basis in connection with the District's budget process no later than every third Fiscal Year to reflect changes in the Consumer Price Index published by the U. S. Department of Labor.

Ms. Venessa Ripoll  
February 5, 2026  
Page 2

Naturally, should you feel you have any questions or require any further information in support of this adjustment you should feel free to contact me at your convenience. As I think you are aware, we very much appreciate the opportunity to serve as District Counsel as well as your courtesy and cooperation with regard to the necessity of what we believe to be both infrequent and reasonable adjustments to our schedule of professional fees.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Michael J. Pawelczyk", is written over the typed name. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michael J. Pawelczyk  
For the Firm

MJP/jmp



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# **Montecito Community Development District**

**Ratification of Payment  
Authorization Nos. 53 – 55**

**MONTECITO  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #53**

1/21/2026

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
DM-01-2026-45	PFM Group Consulting LLC (MONTE)	01/05/2026	Montecito CDD	4,166.67
277800	Price Termite & Pest Control (MONTE)	09/18/2025	Montecito CDD	458.64
28742	ProGreen Services, LLC (MONTE)	01/16/2026	Montecito CDD	641.55
28743	ProGreen Services, LLC (MONTE)	01/16/2026	Montecito CDD	244.75
			<b>Total:</b>	<b>5,511.61</b>

**MONTECITO  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #54**

1/28/2026

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
628097	Sonitrol of Tallahassee (MONTE)	01/25/2026	Montecito CDD	612.09
8131	VGlobalTech (MONTE)	01/01/2026	Montecito CDD	185.00
			<b>Total:</b>	<b>797.09</b>

**MONTECITO  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization #55**

2/4/2026

<b>Invoice No</b>	<b>Supplier</b>	<b>Invoice Date</b>	<b>Property</b>	<b>Invoice Amount</b>
94521	Berman Construction LLC (MONTE)	02/01/2026	Montecito CDD	10,202.87
94526	Berman Construction LLC (MONTE)	02/01/2026	Montecito CDD	677.25
249522	Brevard Pools, Inc. (MONTE)	02/01/2026	Montecito CDD	1,003.00
2026.02.04	Debra Reitz (MONTE)	02/04/2026	Montecito CDD	200.00
3591	Insight Irrigation Monitoring (MONTE)	02/01/2026	Montecito CDD	600.00
29033	ProGreen Services, LLC (MONTE)	02/01/2026	Montecito CDD	6,500.00
2026.02.04	Rich Wellman (MONTE)	02/04/2026	Montecito CDD	200.00
PSI235886	Solitude Lake Management (MONTE)	02/01/2026	Montecito CDD	1,268.80
630800	Sonitrol of Tallahassee (MONTE)	02/03/2026	Montecito CDD	79.00
			<b>Total:</b>	<b>20,730.92</b>



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# **Montecito Community Development District**

## **Review of District Financial Statements**



# Montecito CDD

## January 2026 Financial Package

January 31, 2026

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



**Montecito CDD**  
Statement of Financial Position  
As of 1/31/2026

	General Fund	Debt Service S2022	Long Term Debt Group	Total
<b><u>Assets</u></b>				
<b><u>Current Assets</u></b>				
General Checking Account	\$839,363.62			\$839,363.62
Capital Reserve	403,881.31			403,881.31
Accounts Receivable	2,972.54			2,972.54
Assessments Receivable		\$1,321.76		1,321.76
Series 2022 DSR Fund		31,877.87		31,877.87
Series 2022 Revenue Bond		368,885.76		368,885.76
Series 2022 Interest		504.56		504.56
Total Current Assets	<u>\$1,246,217.47</u>	<u>\$402,589.95</u>	<u>\$0.00</u>	<u>\$1,648,807.42</u>
<b><u>Investments</u></b>				
Amount Available in Debt Service Funds			\$401,268.19	\$401,268.19
Amount To Be Provided			2,718,731.81	2,718,731.81
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,120,000.00</u>	<u>\$3,120,000.00</u>
<b>Total Assets</b>	<b><u>\$1,246,217.47</u></b>	<b><u>\$402,589.95</u></b>	<b><u>\$3,120,000.00</u></b>	<b><u>\$4,768,807.42</u></b>
<b><u>Liabilities and Net Assets</u></b>				
<b><u>Current Liabilities</u></b>				
Accounts Payable	\$6,918.03			\$6,918.03
Due To Other Funds	2,455.28			2,455.28
Accrued Expenses Payable	3,819.66			3,819.66
Deferred Revenue		\$1,321.76		1,321.76
Total Current Liabilities	<u>\$13,192.97</u>	<u>\$1,321.76</u>	<u>\$0.00</u>	<u>\$14,514.73</u>
<b><u>Long Term Liabilities</u></b>				
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>
<b>Total Liabilities</b>	<b><u>\$13,192.97</u></b>	<b><u>\$1,321.76</u></b>	<b><u>\$3,120,000.00</u></b>	<b><u>\$3,134,514.73</u></b>
<b><u>Net Assets</u></b>				
Net Assets, Unrestricted	\$527,902.32			\$527,902.32
Current Year Net Assets, Unrestricted	(44,005.01)			(44,005.01)
Net Assets - General Government	41,015.97			41,015.97
Current Year Net Assets - General Government	708,111.22			708,111.22
Net Assets, Unrestricted		(\$174,996.81)		(174,996.81)
Current Year Net Assets, Unrestricted		576,265.00		576,265.00
<b>Total Net Assets</b>	<b><u>\$1,233,024.50</u></b>	<b><u>\$401,268.19</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,634,292.69</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$1,246,217.47</u></b>	<b><u>\$402,589.95</u></b>	<b><u>\$3,120,000.00</u></b>	<b><u>\$4,768,807.42</u></b>



**Montecito CDD**  
Statement of Activities  
As of 1/31/2026

	General Fund	Debt Service S2022	Long Term Debt Group	Total
<b><u>Revenues</u></b>				
On-Roll Assessments	\$995,747.06			\$995,747.06
Other Revenue	1,570.00			1,570.00
On-Roll Assessments		\$624,817.26		624,817.26
<b>Total Revenues</b>	<b>\$997,317.06</b>	<b>\$624,817.26</b>	<b>\$0.00</b>	<b>\$1,622,134.32</b>
<b><u>Expenses</u></b>				
Supervisor Fees	\$1,200.00			\$1,200.00
Insurance	48,824.00			48,824.00
Trustee Services	1,750.00			1,750.00
Management	16,666.68			16,666.68
Field Management	41,488.73			41,488.73
Engineering	6,873.82			6,873.82
Property Appraiser	59,023.76			59,023.76
District Counsel	9,515.00			9,515.00
Assessment Administration	7,252.60			7,252.60
Discount Fees	36,665.62			36,665.62
Janitorial Supplies	275.40			275.40
Janitorial Service	2,031.75			2,031.75
Postage & Shipping	5.76			5.76
Contingency	852.90			852.90
Office Supplies	23.80			23.80
Web Site Maintenance	1,040.00			1,040.00
Dues, Licenses, and Fees	175.00			175.00
Capital Expenditures	25,050.26			25,050.26
Security	318.00			318.00
Fire Detection Services	2,606.36			2,606.36
Electric	10,816.62			10,816.62
Irrigation	4,854.24			4,854.24
Irrigation Monitoring	2,850.00			2,850.00
Water-Sewer	733.00			733.00
Aquatic Repairs & Maint.	11,714.49			11,714.49
Amenity - Pool Maintenance	4,948.92			4,948.92
Internet Services	1,408.00			1,408.00
Gate Kiosk - Internet Srvcs	879.96			879.96
Other Insurance	850.00			850.00
General Repair & Maintenance	3,473.18			3,473.18
Common Area Maintenance	1,488.48			1,488.48
Landscaping Maintenance & Material	26,000.00			26,000.00
Additional Landscaping R&M	2,500.00			2,500.00
Flower & Plant Replacement	2,600.00			2,600.00
Pest Control	622.64			622.64
Entrance Vehicular Gate	468.00			468.00
Hoover Pumps Repair & Maintenance	6,526.50			6,526.50
Fitness Facility	1,000.00			1,000.00
Playground Repairs & Maintenance	133.64			133.64
Interest Payments - S2022		\$48,984.00		48,984.00
<b>Total Expenses</b>	<b>\$345,507.11</b>	<b>\$48,984.00</b>	<b>\$0.00</b>	<b>\$394,491.11</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>				
Interest Income	\$8,533.20			\$8,533.20
Allocate Resv Acct Interest	2,980.95			2,980.95
Interest Income		\$431.74		431.74
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$11,514.15</b>	<b>\$431.74</b>	<b>\$0.00</b>	<b>\$11,945.89</b>
<b>Change In Net Assets</b>	<b>\$663,324.10</b>	<b>\$576,265.00</b>	<b>\$0.00</b>	<b>\$1,239,589.10</b>
<b>Net Assets At Beginning Of Year</b>	<b>\$568,918.29</b>	<b>(\$174,214.70)</b>	<b>\$0.00</b>	<b>\$394,703.59</b>
<b>Net Assets At End Of Year</b>	<b>\$1,232,242.39</b>	<b>\$402,050.30</b>	<b>\$0.00</b>	<b>\$1,634,292.69</b>



**Montecito CDD**  
Budget to Actual  
For The Month Ending 1/31/2026

	Year To Date			FY 2026 Adopted Budget	Percentage
	Actual	Budget	Variance		
<b>Revenues</b>					
O&M Assessments	\$ 995,747.06	\$ 352,023.70	\$ 643,723.36	\$ 1,056,071.09	94.29%
Debt Assessments (S2022)	314,775.14	111,280.96	203,494.18	333,842.87	94.29%
Interest Income	11,514.15	7,960.76	3,553.39	23,882.28	48.21%
Townhome Mailbox Maintenance	-	480.00	(480.00)	1,440.00	0.00%
Stormwater Control - Cost Share	1,570.00	1,378.67	191.33	4,136.00	0.00%
<b>Net Revenues</b>	<b>\$ 1,323,606.35</b>	<b>\$ 473,124.08</b>	<b>\$ 850,482.27</b>	<b>\$ 1,419,372.24</b>	<b>93.25%</b>
<b>General &amp; Administrative Expenses</b>					
Supervisor Fees	\$ 1,200.00	\$ 2,000.00	\$ (800.00)	\$ 6,000.00	20.00%
District Engineer	6,873.82	15,000.00	(8,126.18)	45,000.00	15.28%
Legal Fees	9,515.00	13,333.33	(3,818.33)	40,000.00	23.79%
District Management	16,666.68	16,666.67	0.01	50,000.00	33.33%
Assessment Roll	7,252.60	2,333.33	4,919.27	7,000.00	103.61%
Website Maintenance	1,040.00	1,140.00	(100.00)	3,420.00	30.41%
Auditing Services	-	1,525.33	(1,525.33)	4,576.00	0.00%
Tax Preparation Fees	-	20.00	(20.00)	60.00	0.00%
Arbitrage Rebate Calculation	-	166.67	(166.67)	500.00	0.00%
Trustee Fees	1,750.00	1,083.33	666.67	3,250.00	53.85%
Insurance	49,674.00	17,230.40	32,443.60	51,691.20	96.10%
Legal Advertising	-	416.67	(416.67)	1,250.00	0.00%
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00	100.00%
Contingency/Miscellaneous	882.46	800.00	82.46	2,400.00	36.77%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 95,029.56</b>	<b>\$ 71,774.07</b>	<b>\$ 23,255.49</b>	<b>\$ 215,322.20</b>	<b>44.13%</b>
<b>Maintenance Expenses</b>					
Facility Attendant & General Mgmt. Contract	\$ 40,811.48	\$ 54,415.33	\$ (13,603.85)	\$ 163,246.00	25.00%
<b>Amenity Center Operations</b>					
Repairs & Maint. (Non-HVAC)	\$ 3,473.18	\$ 2,583.33	\$ 889.85	\$ 7,750.00	44.82%
HVAC Repairs & Maint.	-	1,666.67	(1,666.67)	5,000.00	0.00%
Office Supplies	-	333.33	(333.33)	1,000.00	0.00%
Janitorial Supplies	275.40	416.67	(141.27)	1,250.00	22.03%
Janitorial Services	2,709.00	6,000.00	(3,291.00)	18,000.00	15.05%
Pest Control & Termite Bond	622.64	401.00	221.64	1,203.00	51.76%
Fitness Equipment Repairs & Maint.	1,000.00	1,000.00	-	3,000.00	33.33%
Playground Repairs & Maint.	133.64	333.33	(199.69)	1,000.00	13.36%
Pool Service Repairs & Maint.	4,948.92	9,333.33	(4,384.41)	28,000.00	17.67%
<b>Total Amenity Center</b>	<b>\$ 13,162.78</b>	<b>\$ 22,067.67</b>	<b>\$ (8,904.89)</b>	<b>\$ 66,203.00</b>	<b>19.88%</b>
<b>Irrigation</b>					
Irrigation Repairs & Maint.	\$ 4,854.24	\$ 16,666.67	\$ (11,812.43)	\$ 50,000.00	9.71%
Irrigation Monitoring	2,850.00	2,400.00	450.00	7,200.00	39.58%
Hoover Pumps Repairs & Maint.	6,526.50	5,833.33	693.17	17,500.00	37.29%
<b>Total Irrigation</b>	<b>\$ 14,230.74</b>	<b>\$ 24,900.00</b>	<b>\$ (10,669.26)</b>	<b>\$ 74,700.00</b>	<b>19.05%</b>



**Montecito CDD**  
 Budget to Actual  
 For The Month Ending 1/31/2026

	Year To Date			FY 2026 Adopted Budget	Percentage
	Actual	Budget	Variance		
<b>Stormwater Control</b>					
Aquatic Repairs & Maint.	\$ 11,714.49	\$ 6,666.67	\$ 5,047.82	\$ 20,000.00	58.57%
<b>Landscaping</b>					
Landscaping Contracted Services	\$ 26,000.00	\$ 27,333.33	\$ (1,333.33)	\$ 82,000.00	31.71%
Additional Landscaping Repairs & Maint.	2,500.00	9,215.33	(6,715.33)	27,646.00	9.04%
Plant Replacement	2,600.00	2,000.00	600.00	6,000.00	43.33%
Mulch	-	5,000.00	(5,000.00)	15,000.00	0.00%
Palm Tree Maint.	-	6,000.00	(6,000.00)	18,000.00	0.00%
Oak Tree Maint.	-	3,333.33	(3,333.33)	10,000.00	0.00%
<b>Total Landscaping</b>	<b>\$ 31,100.00</b>	<b>\$ 52,882.00</b>	<b>\$ (21,782.00)</b>	<b>\$ 158,646.00</b>	<b>19.60%</b>
<b>Common Areas, Right of Ways &amp; Walls</b>					
Streetlight Repairs & Maint.	\$ -	\$ 3,000.00	\$ (3,000.00)	\$ 9,000.00	0.00%
Entry Vehicular Gates Repairs & Maint.	468.00	5,000.00	(4,532.00)	15,000.00	3.12%
Pedestrian Entry Gates & Walls Maint.	-	1,666.67	(1,666.67)	5,000.00	0.00%
Common Area Repairs & Maint.	1,488.48	4,000.00	(2,511.52)	12,000.00	12.40%
<b>Total Common Areas, Right of Ways &amp; Walls</b>	<b>\$ 1,956.48</b>	<b>\$ 13,666.67</b>	<b>\$ (11,710.19)</b>	<b>\$ 41,000.00</b>	<b>4.77%</b>
<b>Security Monitoring Services</b>					
Fire Detection Services	\$ 2,606.36	\$ 2,376.67	\$ 229.69	\$ 7,130.00	36.55%
Security Monitoring Repairs & Maint.	318.00	956.67	(638.67)	2,870.00	11.08%
<b>Total Security Monitoring Services</b>	<b>\$ 2,924.36</b>	<b>\$ 3,333.33</b>	<b>\$ (408.97)</b>	<b>\$ 10,000.00</b>	<b>29.24%</b>
<b>Utilities</b>					
Electric Services	\$ 10,816.62	\$ 21,666.67	\$ (10,850.05)	\$ 65,000.00	16.64%
Telephone, Internet	1,408.00	1,333.33	74.67	4,000.00	35.20%
Water & Sewer Services	733.00	1,333.33	(600.33)	4,000.00	18.33%
Gate Kiosk Internet Services	879.96	950.00	(70.04)	2,850.00	30.88%
<b>Total Utilities</b>	<b>\$ 13,837.58</b>	<b>\$ 25,283.33</b>	<b>\$ (11,445.75)</b>	<b>\$ 75,850.00</b>	<b>18.24%</b>
<b>Extraordinary Services</b>					
Townhome Mailboxes Maint	\$ -	\$ 480.00	\$ (480.00)	\$ 1,440.00	0.00%
<b>Total Maintenance Expenses</b>	<b>\$ 129,737.91</b>	<b>\$ 203,695.00</b>	<b>\$ (73,957.09)</b>	<b>\$ 611,085.00</b>	<b>21.23%</b>
<b>Total Expenditures</b>	<b>\$ 224,767.47</b>	<b>\$ 275,469.07</b>	<b>\$ (50,701.60)</b>	<b>\$ 826,407.20</b>	<b>27.20%</b>
<b>Other Financing Uses</b>					
Capital Reserve Transfer Out	\$ -	\$ 21,212.07	\$ (21,212.07)	\$ 63,636.20	
Disaster Reserve Transfer Out	-	10,000.00	(10,000.00)	30,000.00	
Roadway Reserve Transfer Out	-	33,333.33	(33,333.33)	100,000.00	
<b>Total Other Financing Uses</b>	<b>\$ -</b>	<b>\$ 64,545.40</b>	<b>\$ (64,545.40)</b>	<b>\$ 193,636.20</b>	
<b>Total Expenditures &amp; Reserves</b>	<b>\$ 224,767.47</b>	<b>\$ 340,014.47</b>	<b>\$ (115,247.00)</b>	<b>\$ 1,020,043.40</b>	
<b>Revenues Less Expenditures</b>	<b>\$ 1,098,838.88</b>	<b>\$ 133,109.61</b>	<b>\$ 965,729.27</b>	<b>\$ 399,328.84</b>	
<b>Bond Payments (S2022)</b>	<b>\$ 48,984.00</b>	<b>\$ 105,311.33</b>	<b>\$ (56,327.33)</b>	<b>\$ 315,934.00</b>	
<b>Balance</b>	<b>\$ 1,049,854.88</b>	<b>\$ 27,798.28</b>	<b>\$ 1,022,056.60</b>	<b>\$ 83,394.84</b>	
<b>Assessment Fees &amp; Discounts</b>					
County Appraiser & Tax Collector Fee	\$ 59,023.76	\$ 9,266.09	\$ 49,757.67	\$ 27,798.28	
Discounts	36,665.62	18,532.19	18,133.43	55,596.56	
<b>Excess / (Shortfall)</b>	<b>\$ 954,165.50</b>	<b>\$ -</b>	<b>\$ 954,165.50</b>	<b>\$ 0.00</b>	



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# **Montecito Community Development District**

## **Staff Reports**



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# **Montecito Community Development District**

**General Manager**

**Montecito CDD**

**208 Montecito Drive, Satellite Beach, Florida**

**321-777-9460**

**General Manager:** Kisha Wagner

**February Monthly Report  
March Meeting**

**Admin Report: Pending Items / Updates**

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**Clubhouse and Pool Deck**

- **Social Committee Event:** No events schedules.
- **CPR & AED Course held on: 2/20/2026**

**Roof**

- **Status:** Starting on 2/9/2026
  - ✓ Longhorn Roofing

**Storm Drains / Sidewalks / Pavers Repair (Rose Paving)**

- **Status:** Waiting for the contractor to fix all damage caused during installation.
- **Rose Paving:** Project manager not communicating

**Pavers Repair New quotes:**

- Surfside Pavers
- Oasis Landscapes

**Clubhouse: Pool**

- **Status:** Inspection for leak detection on 2/3/2026  
✓ Aquaman

**Pedestrian gates:**

- Superior Fence
- FDC

**Janitorial Services:**

- DelMar Cleaning Services
- Edileuza Moreira, Perfect Cleaning
- Tidy Up Cleaners
- Space Coast Contracting