

RESOLUTION 2026-04

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; CREATING THE SIGNAGE RULES FOR DISTRICT PROPERTY, GOVERNING AUTHORIZED SIGNAGE ON DISTRICT PROPERTY AND PROHIBITING ALL OTHER SIGNAGE; REFERRING TO THE RULE CHANGES HEREIN AS RULE 2026-1; 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 Board has further determined that it is necessary to provide the authorization for certain signage on District–owned property, including signage relating to open houses and siange notifying the community of events sponsored by an HOA Social Committee, while prohibiting other signage on District-owned property (collectively, the “Signage Rules”); and

WHEREAS, the District advertised a public hearing for June 3, 2026, in order to hear and receive comments on the proposed changes and additions to the Amenity Rules and to the Parking Rules, and creating the Signage Rules, pursuant to the requirements of Chapter 120, Florida Statutes; and

WHEREAS, after the duly advertised public hearing held on June 3, 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, an updated version of the Parking and Towing Rules, and inclusive of the Signage 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 \$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) 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. 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. The Montecito Community Development District Signage Rules for District Property are hereby adopted, as follows:

MONTECITO COMMUNITY DEVELOPMENT DISTRICT SIGNAGE RULES FOR DISTRICT PROPERTY

Adopted June 3, 2026 (Resolution 2026-04)

2.0 Signage Rules for District Property. The rules and regulations of this Section 2.0 are hereby adopted by the Montecito Community Development District (the "District") and shall be referred to as the "Signage Rules for District Property" or the “Signage Rules.”

2.1 Purpose. The purpose of this policy is to establish clear guidelines regarding the placement of signs on District-owned property. These standards ensure consistency, maintain community aesthetics, and protect District-owned lands from unauthorized or damaging use.

2.2 General Policy. No signs of any type or size may be placed on District property under any circumstances, except as expressly permitted by the Signage Rules.

2.3 Authorized Exceptions.

2.3.1 Realtor Open House Signs. Realtors may temporarily place signage related to an Open House under the following conditions:

2.3.1.1 One (1) Open House sign may be placed within the District-owned verge (a/k/a, the swale) directly in front of the residence hosting the Open House.

2.3.1.2 No more than four (4) directional arrow signs may be placed on District-owned property, other than the verge in front of other residential properties, to guide visitors to the Open House.

2.3.1.3 Signs may only be displayed on the day of the Open House. Signs may be posted for no longer than four (4) hours between the hours of 11:00 AM - 3:00 PM. All signs must be removed immediately at the conclusion of the four-hour period, or the conclusion of the Open House, if sooner.

2.3.1.4 Realtors shall obtain written approval from the General Manager of the District or her or his designee at least five (5) working days prior to the scheduled Open House.

2.3.2 HOA Social Committee Event Signs. The HOA Social Committee may display signs on District-owned property, other than the verge in front of other residential properties, promoting HOA-sponsored events under the following conditions:

2.3.2.1 Event announcement signs may be placed on District-owned property no earlier than one (1) week before the date of the scheduled event.

2.3.2.2 All signs must be removed within twenty-four (24) hours after the event concludes.

2.3.2.3 The Social Committee shall obtain written approval from the General Manager of the District at least two (2) weeks prior to the event for both the event itself and the specific locations where signs will be placed.

2.4 Enforcement. Unauthorized signage placed on District-owned property may be removed and discarded by the District without notice. Repeat violations may result in further administrative enforcement actions as permitted by District regulations and governing documents, including, but not limited to, the suspension by the General Manager or the District Manager of privileges at any or all District Amenity Facilities in accordance with the rules pertaining to Suspension and Termination of Privileges as set forth in the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, as amended from time to time.

Section 11. 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 12. 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 13. Conflicts. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. 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 15. 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 3rd day of June, 2026 (the "Effective Date").

Attest:

**MONTECITO COMMUNITY
DEVELOPMENT DISTRICT**



Venessa Ripoll, Secretary



Mark Nehiba, Chairperson
Board of Supervisors

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

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

208 Montecito Drive

Satellite Beach, Florida 32937

Adopted January 19, 2015 (Resolution 2015-05)

Amended October 29, 2018 (Resolution 2019-01)

Amended February 14, 2024 (Resolution 2024-02)

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

Amended August 14, 2024 (Resolution 2024-08)

Amended June 3, 2026 (Resolution 2026-04)

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MONTECITO ANNUAL USER FEE

The Annual User Fee for any Non-Resident is \$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.

MONTECITO FACILITY ACCESS CARDS AND GATE TRANSMITTERS

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

GUESTS

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

RENTER'S PRIVILEGES

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

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

GENERAL FACILITY PROVISIONS

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

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

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

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

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

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

AMENITY FACILITY OPERATIONS

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

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

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

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

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

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

SWIMMING POOL: URINE/FECES POLICY

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

FITNESS TRAINING ROOM POLICIES

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

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

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

GAME ROOM GENERAL POLICIES

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

PLAYGROUND RULES

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

AMENITY CENTER CLUBHOUSE ROOM AT THE AMENITY CENTER: RENTAL POLICIES

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

December 24th
December 31st
Easter Sunday
Memorial Day

December 25th
January 1st
July 4th
Labor Day

Thanksgiving Day

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

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

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

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

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

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

Policies

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

Schedule of Fees/Deposits

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

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

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

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

Indemnification

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

FISHING AND LAKE POLICY

Patrons and Guests sixteen (16) years of age and older are permitted to fish in the lakes/retention ponds within the District through the use of hook and line, rod and reel or handline only. With the exception of landing nets, the use of any other nets, including, but not limited to, cast nets and bait nets, is strictly prohibited. Anyone under sixteen (16) years of age must be accompanied by a Patron when fishing. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District requests that everyone respect their fellow neighbors/property owners and access the lakes/retention ponds through the proper access points.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District’s lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the

District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

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

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

USE OF DISTRICT PROPERTY

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

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

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

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

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

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

PETS

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

RULES: SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to District Policies and Fees for All Amenity Facilities

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

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

District Suspension and Termination Process

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

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

Notwithstanding the foregoing, at any time a Patron is arrested for an act committed, or allegedly committed, while at any District Facility, including the Montecito Amenity Center, that Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be

presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Patron's privileges for one calendar year (or some shorter amount of time at the Board's discretion).

Appeal

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

Exhibit A: Schedule of Fees

Exhibit B: Amenity Center Rental Room Application

Exhibit C: Age Table for Amenity Facility Areas

Exhibit A: Schedule of Fees

Amount	Description of Fee
\$3,000	Annual Non Resident User
\$25	Replacement Facility Access Card
\$30	Replacement Gate Transmitter
\$50	Amenity Center Rental Room fee for 0-25 Guests
\$100	Amenity Center Rental Room fee for 26-50 Guests
\$150	Amenity Center Rental Room fee for 51-75 Guests
\$400	Amenity Center Rental Room Deposit – No Alcohol
\$500	Amenity Center Rental Room Deposit – Alcohol

Exhibit B - Amenity Center Rental Room Application

MONTECITO AMENITY CENTER RENTAL ROOM APPLICATION

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

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

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

 Signature of Authorized User _____
Date

Please initial by each:

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

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

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

Exhibit C: Age Table for Amenity Facility Areas

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

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

AMENDED PARKING AND TOWING RULES

Adopted March 19, 2012 (Resolution 2012-01)

Amended October 29, 2018 (Resolution 2019-01)

Amended June 22, 2020 (Resolution 2020-03)

Amended June 3, 2020 (Resolution 2026-04)

1.0 Parking and Towing. The rules and regulations of this Section 1.0 are hereby adopted by the Montecito Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules."

1.1 Applicability. The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District rights-of-way, including but not limited to the roads, streets, thoroughfares, swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of-Way"), all as more particularly shown in Appendix 1.0, which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.

1.2 District Parking Lots or Areas.

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.

1.3 On-Street Parking.

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

- (a) Residents, including homeowners and renters, are prohibited from parking on the street. Guests and visitors shall be permitted to park on the streets for no longer than six (6) continuous hours in any one day. While parking, guests and visitors shall follow all parking rules and regulations, including those of the City of Satellite Beach and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate.
- (b) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dual-wheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such

vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale.

- (c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.
- (d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas, except golf carts are permitted to park at the Amenity Center parking lot. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.
- (e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.
- (e) All vehicles are prohibited from on-street parking between the hours of 11:00 p.m. and 6:00 a.m. daily.

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

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

1.3.4 Vehicles temporarily parked in accordance with Section 1.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or

which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Area. In addition, vehicles temporarily parked in accordance with Section 1.3.1 above:

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

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

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

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

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

1.5 Enforcement.

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

violation of the District Parking and Towing Rules for a period of longer than twenty-four (24) hours after receiving its initial warning under this section shall be subject to towing.

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

1.5.3 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.

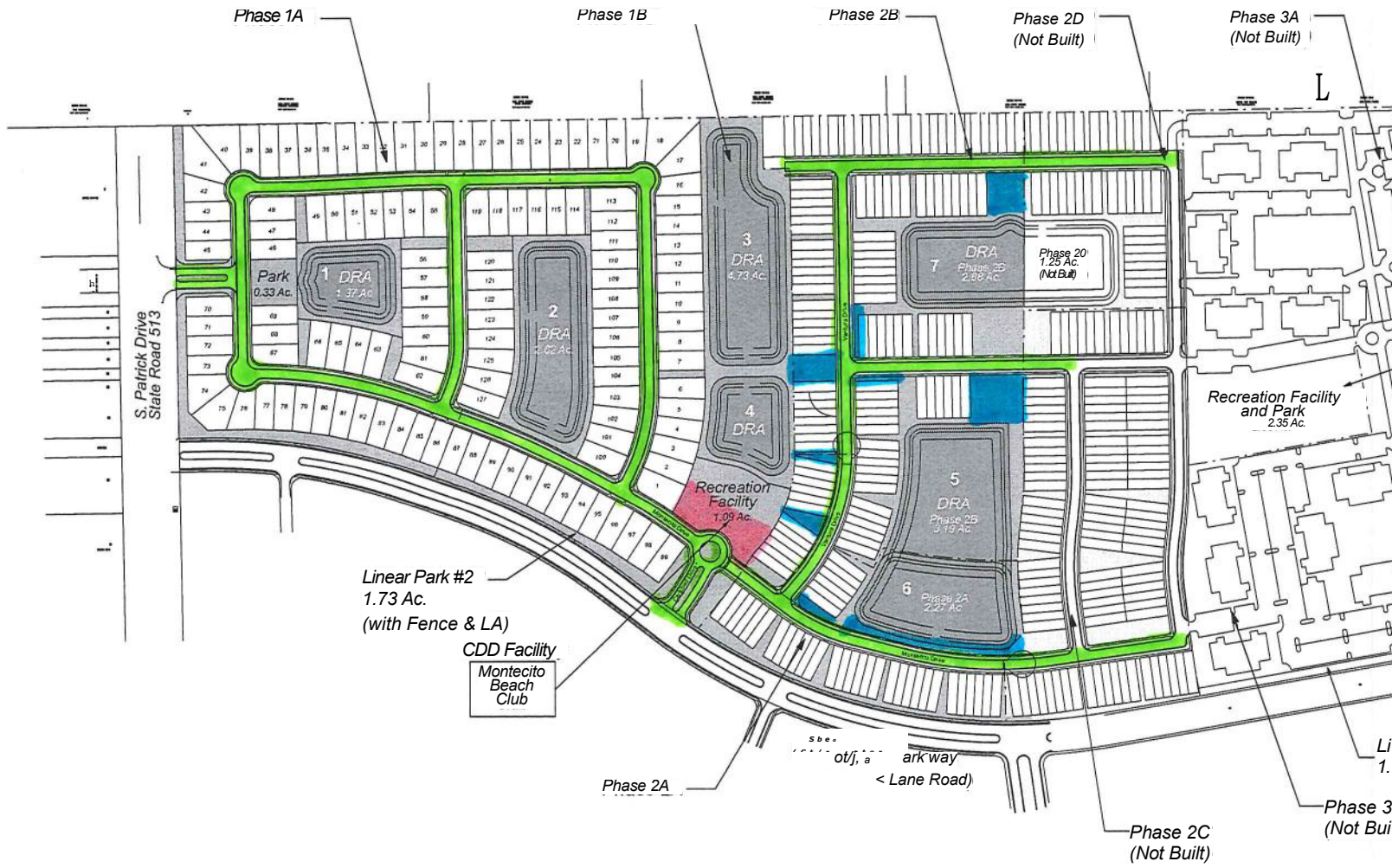
1.6 Suspension of Rules. The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended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

1.7 Damage to District Property. Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.

1.8 Vehicle Repairs. No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lot or Parking Area, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.

1.9 Other Traffic and Parking Regulations. Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, Florida Statutes, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

Appendix 1.0



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

MONTECITO COMMUNITY DEVELOPMENT DISTRICT

SIGNAGE RULES FOR DISTRICT PROPERTY

Adopted June 3, 2026 (Resolution 2026-04)

- 2.0 Signage Rules for District Property. The rules and regulations of this Section 2.0 are hereby adopted by the Montecito Community Development District (the "District") and shall be referred to as the "Signage Rules for District Property" or the "Signage Rules."
- 2.1 Purpose. The purpose of this policy is to establish clear guidelines regarding the placement of signs on District-owned property. These standards ensure consistency, maintain community aesthetics, and protect District-owned lands from unauthorized or damaging use.
- 2.2 General Policy. No signs of any type or size may be placed on District property under any circumstances, except as expressly permitted by the Signage Rules.
- 2.3 Authorized Exceptions.
- 2.3.1 Realtor Open House Signs. Realtors may temporarily place signage related to an Open House under the following conditions:
- 2.3.1.1 One (1) Open House sign may be placed within the District-owned verge (a/k/a, the swale) directly in front of the residence hosting the Open House.
 - 2.3.1.2 No more than four (4) directional arrow signs may be placed on District-owned property, other than the verge in front of other residential properties, to guide visitors to the Open House.
 - 2.3.1.3 Signs may only be displayed on the day of the Open House. Signs may be posted for no longer than four (4) hours between the hours of 11:00 AM - 3:00 PM. All signs must be removed immediately at the conclusion of the four-hour period, or the conclusion of the Open House, if sooner.
 - 2.3.1.4 Realtors shall obtain written approval from the General Manager of the District or her or his designee at least five (5) working days prior to the scheduled Open House.
- 2.3.2 HOA Social Committee Event Signs. The HOA Social Committee may display signs on District-owned property, other than the verge in front of other residential properties, promoting HOA-sponsored events under the following conditions:
- 2.3.2.1 Event announcement signs may be placed on District-owned property no earlier than one (1) week before the date of the scheduled event.

2.3.2.2 All signs must be removed within twenty-four (24) hours after the event concludes.

2.3.2.3 The Social Committee shall obtain written approval from the General Manager of the District at least two (2) weeks prior to the event for both the event itself and the specific locations where signs will be placed.

2.4 Enforcement. Unauthorized signage placed on District-owned property may be removed and discarded by the District without notice. Repeat violations may result in further administrative enforcement actions as permitted by District regulations and governing documents, including, but not limited to, the suspension by the General Manager or the District Manager of privileges at any or all District Amenity Facilities in accordance with the rules pertaining to Suspension and Termination of Privileges as set forth in the Adopted Rules, Policies, and Fees for the Montecito Amenity Center, as amended from time to time.