



**LOS CAYOS  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
JUNE 17, 2026  
9:45 A.M.**

Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.loscayoscdd.org](http://www.loscayoscdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**  
Lennar Homes, LLC  
5505 Waterford District Drive  
Miami, Fl 33126  
**REGULAR BOARD MEETING**  
June 17, 2026  
9:45 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. November 4, 2025 Regular Board Meeting Minutes.....Page 3
- G. Old Business
- H. New Business
  - 1. Lennar Conveyance Status Update
  - 2. Consider Ratification and Approval of the Executed First Amendment to the MEC Environmental Engineering Consulting Services Agreement.....Page 9
  - 3. Consider Ratification and Approval of the Maintenance Agreement Between the District & the Terra Sol Homeowners Association.....Page 18
  - 4. Consider Resolution No. 2026-01 – Approving Proposed FY 2026/2027 Annual Budget and Setting a Public Hearing for Final Adoption.....Page 35
- I. Administrative & Operational Matters
  - 1. Financial Report.....Page 44
  - 2. Announce the Qualified Elector (Registered Voter) Certification.....Page 48
  - 3. Reminder of Statement of Financial Interests Disclosure 2025 Form 1, Filing Deadline: July 1, 2026
- J. Board Members & Staff Closing Comments
- K. Adjourn

## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
57974	IPL0276775	Legal Ad - IPL0276775		1.0	82.0L

ATTENTION: Los Cayos Community Development District IP  
 2501A Burns Road  
 Palm Beach Gardens, FL 33410  
 larcher@sdsinc.org

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2025/2026 REGULAR MEETING SCHEDULE NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the **Los Cayos Community Development District** (the "District") will hold Regular Meetings at Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126 at **9:45 a.m.** on the following dates:

- October 15, 2025**
- November 4, 2025**
- January 21, 2026**
- February 18, 2026**
- March 18, 2026**
- April 15, 2026**
- May 20, 2026**
- June 17, 2026**
- August 19, 2026**
- September 16, 2026**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-347-2711 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-347-2711 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**  
**www.loscayosccd.org**  
**PUBLISH: THE MIAMI HERALD**  
**10/03/25**  
 IPL0276775  
 Oct 3 2025

PUBLISHED DAILY  
 MIAMI-DADE-FLORIDA

STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The Miami Herald, a newspaper published in Miami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print in the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:  
 10/03/25 Print

[Print Tearsheet Link](#)

[Marketplace Link](#)

*Sherry Chasteen*



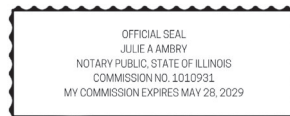
Sherry Chasteen

*Julie A Ambry*



Sworn to and subscribed before me on

Oct 3, 2025, 9:40 AM EDT



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNIX®

**LOS CAYOS COMMUNITY  
DEVELOPMENT DISTRICT  
FISCAL YEAR 2025/2026  
REGULAR MEETING SCHEDULE  
NOTICE IS HEREBY GIVEN** that the Board of Supervisors (the "Board") of the **Los Cayos Community Development District** (the "District") will hold Regular Meetings at Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126 at **9:45 a.m.** on the following dates:

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**LOS CAYOS COMMUNITY  
DEVELOPMENT DISTRICT  
www.loscayoscdd.org  
PUBLISH: THE MIAMI HERALD  
10/03/25  
IPL0276775  
Oct 3 2025**

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT  
PUBLIC HEARING & REGULAR BOARD MEETING  
NOVEMBER 4, 2025**

**A. CALL TO ORDER**

The November 4, 2025, Regular Board Meeting of the Los Cayos Community Development District (the “District”) was called to order at 9:50 a.m. in the offices of Lennar Homes, LLC located at 5505 Waterford District Drive, Miami, Florida 33126.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *Miami Herald* on October 3, 2025, as part of the District’s Fiscal Year 2025/2026 Meeting Schedule, as legally required.

**C. SEAT NEW BOARD MEMBERS**

Mrs. Perez seated the newly elected Board Members: Supervisors Marc Szaez, Raisa Krause and Carmen Orozco and welcomed them to the Board.

**D. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER RESPONSIBILITIES & DUTIES**

Mrs. Perez, Notary Public in the State of Florida, administered the Oaths of Office to the newly elected Board Members Raisa Krause and Carmen Orozco. She then reviewed the responsibilities and duties of a Board Member with emphasis on Government in the Sunshine Law, Public Records Law, Financial Disclosure (2025 Form 1 Statement of Financial Interests) and Conflicts of Interest for Public Officials.

**E. ESTABLISH A QUORUM**

Mrs. Perez determined that the presence of the following Board Members constituted a quorum and all was in order to proceed with the meeting: Chairperson Teresa Baluja, Vice Chairperson Vanessa Perez and Supervisors Raisa Krause and Carmen Orozco.

Also in attendance were District Manager Gloria Perez of Special District Services, Inc., District Counsel Michael Pawelczyk of Billing Cochran, Lyles, Mauro & Ramsey, P.A.; and District Engineer Juan Alvarez of Alvarez Engineers.

Supervisor Carmen Orozco attended the first portion of the meeting and excused herself.

**F. ELECTION OF OFFICERS**

Mrs. Perez stated that it would now be in order to elect Officers of the District. She noted the roles of Armando Silva, Nancy Nguyen and herself regarding appointment to office and stated that nominations would be in order for Chairperson and Vice-Chair with the remaining three Supervisors being designated as Assistant Secretaries.

The following slate of officers was nominated:

- Chairperson – Teresa Baluja
- Vice Chairperson –Vanessa Perez
- Assistant Secretary – Marc Szaez
- Assistant Secretary – Raisa Krause
- Assistant Secretary – Carmen Orozco
- Secretary/Treasurer – Gloria Perez
- Assistant Secretaries - Armando Silva and Nancy Nguyen (District Managers with Special District Services, Inc., in Mrs. Perez’s absence)

A **MOTION** was made by Supervisor Baluja, seconded by Supervisor Perez and unanimously passed electing the above Slate of Officers, as nominated.

**G. CONFIRMATION OF LANDOWNERS’ ELECTION RESULTS**

A **MOTION** was made by Supervisor Baluja, seconded by Supervisor Perez and passed unanimously confirming the Initial Landowners’ Election results.

**H. ADDITIONS OR DELETIONS TO AGENDA**

Mrs. Perez added an agenda item under Administrative & Operational Matters, N.1 Consider Using the Same FY 2024/2025 Goals & Objectives Annual Report for FY 2025/2026 and Authorizing the Posting of Same to the District’s Website.

**I. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**J. APPROVAL OF MINUTES**

**1. September 5, 2025, Regular Board Meeting**

A **MOTION** was made by Supervisor Baluja, seconded by Supervisor Perez and passed unanimously approving the minutes of the September 5, 2025, Regular Board Meeting, as presented.

**K. OLD BUSINESS**

There were no Old Business items to come before the Board.

Mrs. Perez then recessed the Regular Board Meeting and opened the Public Hearing.

**L. PUBLIC HEARING**

**1. Proof of Publication**

Proof of publication was presented which showed that notice of the Public Hearing had been published in *Miami Herald* on September 22, 2025, and September 30, 2025, as legally required.

**2. Receive Public Comment regarding Adoption of Rule 2025-1**

There were no comments regarding the adoption of Rule 2025-1.

**3. Consider Resolution No. 2025-08 Adoption of Rule 2025-1 Pertaining to Maintenance and Compliance with the Declaration of Restrictive, Covenant and Engineering Control Maintenance Plan (Phase 2) Relating to Protection of Groundwater and Contaminated Soil on Property Located within District Boundaries**

Resolution No. 2025-08 was presented, entitled:

**RESOLUTION NO. 2025-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT, ADOPTING LOS CAYOS CDD RULE 2025-1 PERTAINING TO MAINTENANCE AND COMPLIANCE WITH THE DECLARATION OF RESTRICTIVE COVENANT AND ENGINEERING CONTROL MAINTENANCE PLAN (PHASE 2) RELATING TO PROTECTION OF GROUNDWATER AND CONTAMINATED SOIL ON PROPERTY LOCATED WITHIN THE DISTRICT BOUNDARIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

LOS CAYOS CDD RULE 2025-1

RULES FOR COMPLIANCE WITH DECLARATION OF RESTRICTIVE COVENANT AND ENGINEERING CONTROL MAINTENANCE PLAN PHASE 2 AS TO USE OF PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT

- (1) General. The Los Cayos Community Development District (“District”) joined and consented to a Declaration of Restrictive Covenant (“DRC”) recorded on August 30, 2024, at Official Records Book 34387, Page 2756, in the Public Records of Miami-Dade County, Florida (“Covenant”), whereby the District agreed that it was responsible for the obligations described in the Engineering Control Maintenance Plan Keys Lake Phase 2 Closure Area (“ECMP Phase 2”), dated July 23, 2024 (attached hereto as **Exhibit 1**), providing for the inspection, maintenance and reporting requirements regarding properties situated within the District boundaries and as described in the DRC. The District will conduct certain routine inspections of property within the District boundaries to ensure compliance with the DRC and ECMP Phase 2, require notification by the individual property owners of any penetration of the engineering controls on their property and any interaction with groundwater and reporting to the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (“DERM”). Pursuant to the ECMP Phase 2, the District is responsible for the maintenance of engineering controls, disclosing environmental conditions to prospective contractors, retention of a Florida licensed professional engineer to oversee and document work performed below the engineering controls,

and submit Source Removal Reports and Engineering Control Repair reports, as necessary, as described in the DRC and ECMP Phase 2.

- (2) Inspections. The District shall perform routine inspections under the direct supervision of a professional engineer on a semi-annual basis to determine compliance with the DRC and ECMP Phase 2. The property owners within the boundaries of the District shall permit the entry of the District personnel to inspect the property owner's unimproved property in accordance with the DRC and ECMP Phase 2. The property owner shall be notified by the District of the date and general time of the aforementioned inspections.
- (3) Notification. All property owners are required to be in compliance with the DRC. Each property owner shall inform the District of the following:
  - (a) intention of digging holes or trenches which disturb or penetrate the engineering controls on the property owner's property; and
  - (b) intention to interact with groundwater on the property owner's property; and
  - (c) proof of permit issued by Miami-Dade County which provides for all requirements of the DRC; and
  - (d) notice of any violations received by Miami-Dade County/DERM regarding or arising out of the requirements of the DRC.
- (4) Compliance. Pursuant to the requirements of the DRC, the CDD requires that individual property owners disclose the environmental conditions and requirements of the DRC and ECMP Phase 2 to prospective contractors, engage a Florida licensed professional engineer to oversee and document work performed on their property, and provide all reports to the District, as required by the ECMP Phase 2.
- (5) Reporting. It is the responsibility of the District to notify DERM of any violations of the Covenant. If the District is made aware of any violations of the DRC, the District will notify the property owner of said violations and advise the property owner to come into compliance therewith.
- (6) Maintenance. In the event of a failure of the property owner to comply with the requirements of the DRC, the District has the responsibility under the ECMP Phase 2 to repair and restore any damage to the engineering controls on the subject property at the property owner's sole cost and expense. The property owner shall pay all such costs to the District within thirty (30) days of written notice sent by the District to the property owner at the address on file at the County property appraiser for the subject property. If the property owner fails to timely pay all such costs incurred by the District, the District may impose such costs on the property owner as a maintenance special assessment on the subject property.

Specific Authority: §§ 120.54, 190.011(5), 190.012(3), Fla. Stat.  
190.012(3), Fla. Stat. Adopted \_\_\_\_\_

A **MOTION** was made by Supervisor Baluja, seconded by Supervisor Perez and passed unanimously adopting Resolution No. 2025-08, adopting Rule 2025-1 pertaining to Maintenance and Compliance with the Declaration of Restrictive, Covenant and Engineering Control Maintenance Plan (Phase 2) relating to Protection of Groundwater and Contaminated Soil on Property Located within District Boundaries, as presented.

Public Hearing was then closed, and the Regular Board Meeting was reconvened.

**M. NEW BUSINESS**

There were no New Business items to come before the Board.

**N. ADMINISTRATIVE & OPERATIONAL MATTERS**

**1. Consider Using FY 2024/2025 Goals & Objectives Annual Report for FY 2025/2026 and Authorizing the Posting of Same**

Mrs. Perez presented the Goals & Objectives Annual Report under separate cover.

A **MOTION** was made by Supervisor Baluja, seconded by Supervisor Perez and passed unanimously approving the use of the District's FY 2024/2025 Goals & Objectives Annual Report for FY 2025/2026 and authorizing the posting of same on the District's website, as presented.

**O. BOARD MEMBER & STAFF CLOSING COMMENTS**

**1. 2025 Annual Four Hours of Ethics Training**

Mrs. Perez reminded the District Supervisors that they are required to complete four (4) hours of ethics training annually and in order to comply with the 2025 Form 1, due by July 1, 2026, the hours must be completed no later than December 31 of this year. She further noted that links to two training sessions were available on the website.

Mrs. Perez noted that the District was still not in receipt of the required semi-annual inspection report and that she had reached out to MEC, the engineer contracted to conduct the inspection and provide the reports, noting that Jeff Thompson of MEC responded that the inspection had been conducted in September 2025 and that they would be forwarding said report. Mrs. Perez will continue to follow up regarding same.

**P. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:00 a.m. on a **MOTION** made by Supervisor Baluja, seconded by Supervisor Perez and passed unanimously.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**FIRST AMENDMENT TO  
ENVIRONMENTAL ENGINEERING CONSULTING SERVICES AGREEMENT**

**THIS FIRST AMENDMENT TO ENVIRONMENTAL ENGINEERING CONSULTING SERVICES AGREEMENT** (the "**Amendment**") is entered into as of this 1 day of June, 2026 (the "Effective Date"), by and between:

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"),

and

**MIAMI ENVIRONMENTAL & CIVIL ENGINEERING, LLC**, a Florida limited liability company, d/b/a MEC Engineering, whose principal and business address is 2100 Coral Way, Suite 705, Coral Gables, Florida 33145 (the "Consultant").

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

**WHEREAS**, the District and the Consultant entered into a Service Agreement for Environmental Engineering Consulting Services, effective May 8, 2024 (the "Agreement"); and

**WHEREAS**, pursuant to the Agreement, Consultant provides environmental engineering consulting services related to the Engineering Control Maintenance Plan (the "ECMP") inspection and reporting requirements for the environmental closure area identified in the Declaration of Restrictive Covenant ("DRC") recorded on March 28, 2024, in Official Records Book 34156, Page 2261, of the Public Records of Miami-Dade County, Florida ("Phase 1 DRC"); and

**WHEREAS**, the District subsequently joined and consented to that certain Declaration of Restrictive Covenant related to Phase 2 of the environmental closure area, recorded on August 30, 2024, in Official Records Book 34387, Page 2756, of the Public Records of Miami-Dade County, Florida ("Phase 2 DRC"); and

**WHEREAS**, Consultant and the District desire to amend the Agreement to include Phase 2 inspection and reporting services and to incorporate Consultant's updated proposal dated May 12, 2026 (the "Proposal"), all as set forth and more particularly described in the Proposal, which is attached hereto and made a part hereof as Exhibit A-1; and

**WHEREAS**, Consultant agrees to perform the additional services in accordance with the terms of the Agreement, this Amendment, the applicable DRCs, the ECMPs, and any applicable regulatory requirements.

**NOW, THEREFORE**, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**Section 1.** The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**Section 2.** Article 2 of the Agreement, entitled “SERVICES AND RESPONSIBILITIES” is hereby amended, in part, in accordance with the following:

2.3 Semi-annual inspection and reporting services shall be provided for both Phase 1 and Phase 2 of the environmental closure areas in accordance with the applicable DRCs, ECMPs, Resolution No. 2025-08, and any applicable attachments or requirements incorporated therein. Consultant shall coordinate inspections for both Phase 1 and Phase 2 concurrently to the extent practicable and shall prepare and submit one combined inspection report for both phases.

2.4 Consultant shall conduct the next required semi-annual inspection for both Phase 1 and Phase 2 no later than June 2026. Consultant shall submit the corresponding inspection report to the District within fourteen (14) business days following completion of the inspection. Thereafter, Consultant shall continue conducting semi-annual inspections in accordance with the applicable ECMP requirements, with inspections occurring within six (6) calendar months of each other.

**Section 3.** Article 4 of the Agreement, entitled “COMPENSATION AND METHOD OF PAYMENT” is hereby deleted in its entirety and replaced with the following:

4.1 District agrees to compensate Consultant pursuant to and in accordance with the Proposal, for Consultant’s performance of the Services under this Agreement, including semi-annual inspection and reporting services for both Phase 1 and Phase 2 of the environmental closure areas.

4.2 Consultant shall provide a statement for Services rendered. District shall remit payment for the Services described in the statement within thirty (30) days of accepting Consultant’s statement. Upon written notice to Consultant, District may withhold payment to Consultant, in whole or in part, for Consultant’s failure to comply with the terms, conditions or requirements of this Agreement. Thereafter, the withheld amounts shall be paid upon Consultant’s satisfactory demonstration of compliance to the District Manager.

4.3 Payment will be made by District to Consultant at the address provided in Article 6 hereinbelow, unless otherwise directed in writing by Consultant.

**Section 4.** Article 6 of the Agreement entitled “MISCELLANEOUS” is hereby amended by replacing Section 6.7 “NOTICE” in its entirety with the following:

6.7. **Notice.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent by U.S. Certified Mail, Return Receipt Requested or Overnight Delivery by a recognized national overnight delivery service to:

**DISTRICT:**           **Los Cayos Community Development District**  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

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

**CONSULTANT:**   **Miami Environmental & Civil Engineering, LLC**  
2100 Coral Way, Suite 705  
Coral Gables, Florida 33145  
Attn: Jeffrey P. Thompson

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.

**Section 5.** Article 6 of the Agreement entitled “MISCELLANEOUS” is hereby amended to add a new Section 6.24, entitled “ANTI-HUMAN TRAFFICKING AFFIDAVIT,” as follows:

6.24 **Anti-Human Trafficking Affidavit.** Consultant shall provide the District with an affidavit executed by an officer or representative of the Consultant under penalty of perjury attesting that the Consultant does not use coercion for labor or services as defined in Section 787.06(14), Florida Statutes.

**Section 6.** This First Amendment shall be effective on June 1, 2026 (the “Effective Date”). Prior to the Effective Date, the terms of the Agreement shall apply.

**Section 7.** In all other respects the Agreement, effective May 8, 2024, and all prior amendments thereto are hereby ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Amendment as of the date and year first set forth above.

ATTEST:

**LOS CAYOS COMMUNITY  
DEVELOPMENT DISTRICT**

Gloria Perez

  
Teresa Baluja (Jun 1, 2026 12:01:51 EDT)

Print name: Gloria Perez, District Manager  
Secretary

Print name: Teresa Baluja  
Chairperson, Board of Supervisors

Date: June 1, 2026

WITNESS: (not needed if this instrument is executed via electronic signature in accordance with the requirements of Chapter 668, F.S.)

**MIAMI ENVIRONMENTAL & CIVIL  
ENGINEERING, LLC, a Florida limited  
liability company**

N/A  
Print Name:

By: Jeffrey Thompson  
Jeffrey Thompson (Jun 1, 2026 11:13:21 EDT)

Print Name: Jeffrey Thompson  
Title: President

N/A  
Print Name

(CORPORATE SEAL)

Date: June 1, 2026

**EXHIBIT A-1**  
**PROPOSAL**

May 12, 2026

Los Cayos Community Development District  
Attn: Mr. Juan R. Alvarez, P.E., District Engineer  
Alvarez Engineers, Inc.  
8935 NW 35th Lane, Suite 101  
Doral, Florida 33172

**Subject: Proposal for Environmental Engineering Consulting Services  
Engineering Control Inspection**

**Re: Los Cayos Community Development District  
Keys Lake Phase 1 & Phase 2 Environmental Closure Area  
North of SW 172<sup>nd</sup> Ave. & SW 336<sup>th</sup> St., Homestead, Florida**

Dear Mr. Alvarez:

MEC Engineering (MEC) appreciates the opportunity to provide the Los Cayos Community Development District (Client) with this proposal to provide environmental engineering consulting services for the referenced site (Site).

### **SCOPE OF SERVICES**

MEC will complete the semi-annual inspections for both Phase 1 and Phase 2 of the environmental closure area as required by the Engineering Control Maintenance Plans (ECMPs) prepared by SCS Engineers, dated December 29, 2023, and July 23, 2024, respectively. One inspection and inspection report will be completed for both Phases.

The inspections will be completed on a semi-annual basis, twice each year, within six calendar months of each other.

Inspection reports will be completed in accordance with the ECMP requirements and submitted to the Client within fifteen (15) business days of each inspection.

### **FEE**

MEC will complete the scope of services for a fixed fee of **\$3,000** per inspection for the next four inspections at which time the fee may be adjusted based on escalation factors.

### **ASSUMPTIONS AND LIMITATIONS**

1. The Client will provide unencumbered access to the Site areas subject to inspection.
2. Environmental engineering services related to the disturbance or modification to the existing engineering controls that may be required based on new construction are not

included in the scope of services; however, MEC can provide these services separately, if required or requested.

**CLOSING**

MEC sincerely appreciates the opportunity to assist you with these projects and looks forward to working with you. Please sign below to indicate your acceptance of this proposal and the attached Terms and Conditions. MEC will proceed with this project upon receipt of the signed proposal.

Please contact me by email at [jeff@mec-e.com](mailto:jeff@mec-e.com) or phone at (786) 999-3568 if you have any questions or require additional information.

Sincerely,



Jeffrey P. Thompson, P.E.  
President

**Accepted by:**

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

## **MEC ENGINEERING GENERAL TERMS AND CONDITIONS**

- a) As used herein, "MEC Engineering" shall refer to Miami Environmental & Civil Engineering, LLC
- b) Invoices prepared by MEC Engineering are due and payable upon receipt. Payments due MEC Engineering under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after receipt of invoice.
- c) Client agrees to pay all costs and expenses of MEC Engineering, including reasonable attorneys' fees, arising out of or in connection with enforcement of this Agreement, including collection of amounts for which Client is responsible under this Agreement
- d) This Agreement may be terminated by either party upon 15 days' written notice to the other party. Upon termination, MEC Engineering shall be paid for all services rendered to the date of termination together with any termination expenses incurred.
- e) Unless expressly stated therein, the Scope of Services does not include testimony or responding to subpoenas or other legal orders requiring production of records or testimony. In the event MEC Engineering receives a subpoena or other legal order for the production of project records or testimony related to the Scope of Services or other work for Client, MEC Engineering will be compensated by Client at a rate of \$200/hour plus expenses.
- f) All reports, drawings, renderings, source and object code, software, data and other works and documents prepared by MEC Engineering under this Agreement, and all intellectual property rights in the same, shall be owned exclusively by MEC Engineering.
- g) Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself and its successors, administrators and assigns to the other party under this Agreement.
- h) The parties agree that the total liability of MEC Engineering under this Agreement and for the project shall be limited to the greater of \$50,000 or the amount of MEC Engineering' total fees hereunder, unless Client pays for the assumption of additional liability by MEC Engineering as a separate line item.
- i) Unless otherwise expressly stated in the Scope of Services, MEC Engineering shall have no responsibility for site health and safety, except with respect to the activities of MEC Engineering and its subcontractors. In no event shall MEC Engineering be responsible for the means, methods or manner of performance of any persons other than MEC Engineering and its subcontractors.
- j) Client agrees that MEC Engineering will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of MEC Engineering or its subcontractors. The Client either will make others responsible for liabilities due to such conditions, or will indemnify, defend and save harmless MEC Engineering from such liabilities. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soil or other regulated substances pass to MEC Engineering, nor shall any provision of this Agreement be interpreted to permit or obligate MEC Engineering to assume the status of a "generator," "owner," "operator," "transporter," "arranger" or "treatment, storage or disposal facility" under state or federal law. The provisions of this Article j shall survive any termination of this Agreement. Client authorizes MEC Engineering to act as its agent for Services related to the handling and disposal of any materials.
- k) MEC Engineering shall be entitled to rely on information provided by Client. MEC Engineering shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by Client, or differ from what could reasonably be anticipated given the nature of the Services.











# 1st. Amd. to Environmental Engineering Consulting Services Agreement (2026)

Final Audit Report

2026-06-01

Created:	2026-06-01
By:	Gloria Perez (gperez@sdsinc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9RhIIITIXQYYFettvtiAuFIPJr9o5mVFV

## "1st. Amd. to Environmental Engineering Consulting Services Agreement (2026)" History

-  Document created by Gloria Perez (gperez@sdsinc.org)  
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-  Signer teresa.baluja@lennar.com entered name at signing as Teresa Baluja  
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**MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, (the "Effective Date"), by and between:

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Homestead, Miami-Dade County, Florida and whose address is 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the "District");

and

**TERRA SOL HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose principal address is 5505 Waterford District Drive, Suite 500, Miami, Florida 33126 (the "Association").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, chapter 190, Florida Statutes, as amended;

**WHEREAS**, the District, pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, has acquired or is in the process of acquiring property interests in those certain tracts of land (fee simple as easement) ("CDD Tracts") within the boundaries of the District, as more particularly identified and described Composite Exhibit A, attached hereto and made a part hereof;

**WHEREAS**, the District and the Association desire to provide for regular and routine water features, monuments, landscaping, and irrigation maintenance of the CDD Tracts and the improvements thereon and to clarify District and Association responsibilities with respect to the maintenance of District-owned properties and facilities as provided in this Agreement;

**WHEREAS**, the Association on behalf of and for the benefit of its members has agreed to provide, at its cost and expense, pursuant to the terms of the Agreement, certain water features, monuments, landscaping, and irrigation maintenance services and materials with respect to the described CDD Tracts, as set forth and incorporated herein as Exhibit B (the "Maintenance Services"); and

**WHEREAS**, the water features, monuments, landscaping, and irrigation improvements within the CDD Tracts are identified in the plans attached hereto and made a part hereof as Composite Exhibit A.

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, and for One and no/100ths (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

**1.0 Recitals.** The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Agreement.

**2.0 Description of Improvements.** The CDD Tracts that are the subject of this Agreement are more fully described in the attached Composite Exhibit A, which exhibit is incorporated by reference. The water features, monuments, landscaping, and irrigation improvements within the CDD Tracts are shown and more specifically described in Composite Exhibit A.

**3.0 Performance.** The District and the Association hereby agree, as follows:

(A) the Association shall provide, and be solely responsible for all costs and liabilities that are associated with or arise out of, the maintenance services and materials necessary for the CDD Tracts, as set forth in the attached Exhibit B (the "Maintenance Services"), which exhibit is incorporated in its entirety and made a part hereof by reference, for the Improvements;

(B) the Maintenance Services shall be provided by the Association in a competent and professional manner using qualified and experienced employees or contractors with such frequency as is necessary and reasonable in the industry and under the circumstances in order to ensure that the CDD Tracts are properly maintained and continue to function with their intended purpose. In addition, since each of the CDD Tracts may require different types of maintenance and materials, the maintenance intervals and the time periods within which maintenance tasks must be performed and the materials to be used by the Association shall be flexible and adjusted periodically depending on the condition of each of the CDD Tracts and particular maintenance needs;

(C) the Maintenance Services shall be provided by the Association in strict compliance with all governmental entities' and agencies' permits, requirements, rules, acts, statutes, ordinances, orders, regulations and restrictions, including but not limited to the following entities, if applicable, (1) the District; (2) South Florida Water Management District; (3) Florida Department of Environmental Protection; (4) Miami-Dade County, Florida; (5) the City of Homestead, and (6) any requirements of any applicable easements recorded against the CDD Tracts and granted to Florida Power & Light or any utility or governmental entity, either now or in the future;

(D) the Maintenance Services shall be provided by the Association without interfering in any way with or encumbering the use, access, ingress, egress, easement, right-of-way, dedication, ownership or other right or interest of the District in the CDD Tracts;

(E) the Association shall timely pay all invoices or other manner of billing, for all persons or entities with whom the Association may have contracted or arranged to provide services or materials in fulfillment of its obligations under this Agreement, including the District as provided for in Sections 5.0 and 6.0 herein. This includes Association's obligation to pay for all costs associated

with (1) potable water usage, as the water features and the irrigation system is connected to City or County utility facilities via a water meter, and (2) electric usage as the water features, monuments, and irrigation facilities are connected to Florida Power & Light service;

(G) nothing herein shall be construed to grant any right or permission to the Association to change any of the water features, monuments, landscaping, and irrigation facilities, or make any improvements in the CDD Tracts except to repair or replace materials or inoperable or broken facilities; and

(H) any improvement by the Association to the CDD Tracts other than as provided herein shall require the approval of the District Board of Supervisors.

**4.0 The Association's Responsibility for Acts of Force Majeure.** The District and the Association agree that the Maintenance Services herein assumed by the Association shall not include, by way of example but not limitation, the repair or replacement of any improvements within the CDD Tracts that are damaged as a result of a hurricane, tornado, windstorm, freeze damage, fire, drought, or flooding.

**5.0 Emergency Intervention by the District.** In the event of an emergency, as determined by the District in its reasonable sole discretion, and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the Association may have with third parties concerning the Maintenance Services for the CDD Tracts, the District reserves the unilateral and exclusive right to implement or initiate, without advance notice, the following:

(A) the provision of Maintenance Services or materials for any one or more of the Improvements; and

(B) the removal, modification, relocation, or replacement, as the case may be and in the District's sole discretion, of one or more of any improvements situated within the CDD Tracts.

Further, in such event, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, and the Association agrees that upon the District's commencement of a maintenance program or provision of Maintenance Services or materials for the CDD Tracts pursuant to this section, the District shall issue to the Association a written invoice for the reasonable costs incurred pursuant to this section, and the Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

**6.0 Remedies, Default, and Specific Performance.** The District may elect any of one or more of the following remedies, as well as any other remedies available in law or equity, if the Association should default in carrying out the terms and conditions of this Agreement, namely:

(A) **Material Breach by Association.** Any failure of the Association to comply with Sections 3.0 or 5.0 of this Agreement shall be deemed a material breach of this Agreement. In the event of a material breach of this Agreement, the District will promptly deliver to the Association

written notice of the same and shall provide the Association reasonable opportunity to cure the material breach of this Agreement. However, if the Association does not cure a material breach of this Agreement within thirty (30) days after it receives the District's written notice of a material breach of this Agreement, the District, at its sole discretion and without further advance notice or additional opportunity to cure, may elect to initiate its own maintenance program or provide such maintenance services and materials and thereby assume full control over maintenance of a portion of or all of the CDD Tracts; provided, however, the District shall be obligated to give a subsequent oral or written notice to the Association as soon as is reasonably possible, but in no event later than five (5) business days after commencement of a maintenance program or maintenance services or materials by the District pursuant to the authority of this section.

(B) Default by Association. If the Association should fail, refuse or neglect to furnish or perform any one or more of the required Maintenance Services within thirty (30) days from the date of receipt of a written notice of default from the District, then in that event the District, at its sole discretion and without further notice, may elect to (i) initiate a maintenance program or provide such maintenance services and materials and thereby assume full maintenance responsibility as all or a portion of the CDD Tracts or (ii) remove, modify, relocate, or replace, as the case may be and in the District's reasonable sole discretion, one or more of the improvements located within the CDD Tracts.

(C) Discontinuation and Reimbursement by Association.

(1) At such time as the District should commence a maintenance program or provide Maintenance Services or materials for all or a portion of the CDD Tracts under this section, and upon receipt of the oral or written notice from the District, the Association shall promptly discontinue the provision of Maintenance Services as to same until such time as is otherwise agreed to in writing by and between the parties hereto, and regardless of any contracts or arrangements with third parties into which the Association may have entered to perform Maintenance Services.

(2) Further, in such event, the Association agrees that upon the District's commencement of a maintenance program or provision of maintenance services or materials for all or a portion of the CDD Tracts and every year thereafter on or about September 30th, the District shall issue to the Association a written invoice setting forth the estimated amount of money the District reasonably calculates it will need to have on hand, for the next twelve (12) months, in order to implement and carry out its maintenance program or provision of maintenance services or materials. The Association shall pay said invoice in full within thirty (30) calendar days following receipt of the invoice. A failure to timely pay the invoice in full shall be deemed a material breach of this Agreement.

(D) Other Remedies and Opportunity to Cure.

(1) At the sole discretion of the District, a breach or material default by the Association under the Agreement, including a failure to timely pay an invoice, shall entitle the District to all remedies available in law or equity or in an administrative tribunal, which

shall include but not be limited to the right of damages, injunctive relief and specific performance. In the event of the Association's default under this Agreement, the parties agree and stipulate as to the irreparable harm of such default and as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided by general application of law, the right to obtain specific performance of, and injunctive relief concerning, the Association's obligations hereunder.

(2) However, except for emergency situations (as so reasonably determined by the District), before the District may initiate legal action for the Association's failure or default under this Agreement, the District shall provide advance written notice to the Association of the nature of the alleged failure or default and afford a thirty (30) calendar day cure period, and the Association, shall have thirty (30) calendar days following the date of receipt of said notice to cure the alleged failure or default through appropriate and substantive remedial action.

## **7.0 Indemnification.**

(A) The Association shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any negligence, act, omission, or default of the Association, its agents, servants or employees arising from the Association's assumption of the Maintenance Services for the CDD Tracts, this Agreement, or its performance. The Association and the District hereby agree and covenant that the Association has received specific additional consideration in the amount of one dollar (\$1.00) sufficient to support this obligation of indemnification provided for in this paragraph.

(B) The execution of this Agreement by the Association shall obligate Association to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 8.0 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Association to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Association.

(C) The Association acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statutes, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

(D) To the extent permitted by Florida law, the District shall indemnify the Association,

its officers, directors, agents, servants and employees from liability for damages to persons or property to the extent caused by the grossly negligent and reckless acts and omissions of the District in an amount not to exceed the monetary limits on liability set forth in Section 768.28, Florida Statutes, as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

(E) These indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

## **8.0 Insurance.**

(A) Association shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act.
2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage; and
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

(B) Prior to performance of this Agreement, Association shall submit to District copies of its required insurance coverages, specifically providing that the **Los Cayos Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Association to the extent of the liabilities assumed by Association under this Agreement.

(C) In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Association shall

furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect.

(D) District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Association's interest or liabilities but are merely minimum requirements utilized by the District.

(E) Insurance companies selected by Association must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

(F) The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

(G) All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

(H) Association understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

(I) Association shall make the District an additional insured under any and all policies of insurance applicable in any way, in whole or in part, to any of the maintenance activities arising under this Agreement, and shall insure that its agents or contractors performing Maintenance Services under the Agreement also comply with the insurance requirements of this Section 8.0.

(J) IT SHALL BE THE RESPONSIBILITY OF THE ASSOCIATION TO INSURE THAT ANY CONTRACTOR HIRED BY THE ASSOCIATION TO PERFORM ANY MAINTENANCE OR REPAIR SERVICES WITH RESPECT TO THE IMPROVEMENTS AND ANY OTHER PROJECT APPROVED BY DISTRICT IN ACCORDANCE WITH THIS AGREEMENT, PRIOR TO ANY MAINTENANCE, REPAIR OR INSTALLATION ACTIVITY UNDERTAKEN, SHALL SUBMIT TO DISTRICT COPIES OF ITS COVERAGES, WITH MINIMUM LIMITS AS PROVIDED ABOVE, AND WHICH SPECIFICALLY PROVIDE THAT LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT (DEFINED TO MEAN THE DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES) IS AN ADDITIONAL INSURED OR ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTOR.

**9.0 Term of Agreement; Termination for Convenience.**

(A) This Agreement shall take effect as of the Effective Date. Unless terminated as otherwise permitted in this Agreement, the term of this Agreement shall expire at midnight on October 1, 2031. Thereafter, this Agreement shall automatically renew for additional periods of five years each, commencing at 12:01 a.m. on October 1st of the then-current term expires, unless the Association provides written notice before 5:00 p.m. on January 15th of the year in which the then-current term will expire that the Association intends not to renew for an additional term. **Notwithstanding the content of this provision, the Association shall not be permitted to exercise its rights to terminate whereby the Agreement is terminated prior to September 30, 2027.**

(B) In addition to the rights and methods of termination established pursuant to any other provision of this Agreement, the District may terminate this Agreement at any time for any reason in its sole discretion by providing at least sixty (60) days written notice to the Association of its intent to terminate this Agreement pursuant to this provision.

**10.0 Miscellaneous Provisions.**

**10.1 Time of the Essence:** Time is of the essence with respect to this Agreement.

**10.2 Notices:** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile) and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

**AS TO DISTRICT:**                    **Los Cayos Community Development District**  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

**With a copy to:**                    **District Counsel**  
Billing Cochran, P.A.  
515 E. Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Michael J. Pawelczyk, Esq.

**AS TO ASSOCIATION:**            **Terra Sol Homeowners Association, Inc.**  
5505 Waterford District Drive, Suite 500  
Miami, Florida 33126

Attention: President

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.

**10.3 Public Records:**

(A) Association 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:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
2. 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
3. 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 Association does not transfer the records to the District; and
4. 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.

(B) 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. 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.

**(C) 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/CONTRACT, THE ASSOCIATION MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.  
2501A BURNS ROAD  
PALM BEACH GARDENS, FLORIDA 33410  
TELEPHONE: (561) 630-4922  
EMAIL: BBARBA@SDSINC.ORG**

**10.4 E-Verify:** Association, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Association further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Association agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. Association shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Association is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Association shall require an affidavit from each contractor providing that the contractor does not employ, contract with, or subcontract with an unauthorized alien. The Association shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a contractor of the Association is in violation of Section 448.09(1), Florida Statutes, or is performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Association and order the Association to immediately terminate its contract with the contractor. Association shall be liable for any additional

costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Association's failure to comply with the E-Verify requirements referenced in this subsection.

**10.5 Entire Agreement:** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

**10.6 Amendment and Waiver:** This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

**10.7 Severability:** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

**10.8 Controlling Law:** This Agreement shall be construed under the laws of the State of Florida.

**10.9 Authority:** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**10.10 Costs and Fees:** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

**10.11 Successors and Assignment:** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

**10.12 No Third-Party Beneficiaries:** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein

contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**10.13 Arm's Length Transaction:** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**10.14 Execution of Documents:** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction or performance herein contemplated.

**10.15 Construction of Terms:** Whenever used, the singular number shall include the plural, the plural the singular; and the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

**10.16 Captions:** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

**10.17 Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

**10.18 Scrutinized Company Certification.** Association hereby certifies that as of the date below Association is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Association further certifies that:

(A) Association is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Association was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

(B) Association understands that this Agreement may be terminated at the option of the District if Association is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

**10.19 Responsible Vendor Determination.** Association is hereby notified that Section

287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

**10.20 Convicted Vendor List.** Association hereby certifies that neither Association nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**10.21 Anti-Human Trafficking Affidavit.** Association shall provide the District with an affidavit executed by an officer or a representative of the Association under penalty of perjury attesting that the Association does not use coercion for labor or services as defined in Section 787.06(14), Florida Statutes

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

ATTEST:

**LOS CAYOS COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Gloria Perez, Secretary

By: \_\_\_\_\_  
Teresa Baluja, Chair  
Board of Supervisors

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

**TERRA SOL HOMEOWNERS  
ASSOCIATION, INC.**, a Florida not-for-profit corporation

WITNESSES:

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

By: \_\_\_\_\_  
Vanessa Perez, President

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

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

[CORPORATE SEAL]

**COMPOSITE EXHIBIT A**  
**Los Cayos CDD Land Ownership and Easements**

**EXHIBIT B**  
**Description of Maintenance Services**

Regular and routine maintenance of the four (4) water features, the ( ) monuments, landscaping, and the irrigation facilities on the CDD Tracts, as identified in Composite Exhibit A, and such other maintenance includes, but is not limited to, the following:

A. Water Features Maintenance:

1. Weekly cleaning of all water features.
2. Weekly backwashing of each of the water features.
3. Weekly water testing of each of the water features.
4. Regular maintenance, repairs, and replacement of equipment.
5. Monthly reports delivered to the District Manager of the Los Cayos Community Development District (the "District") detailing all maintenance services provided.

B. Monuments Maintenance:

1. Pressure cleaning of monuments, as needed.
2. Painting of Monuments, as needed (color changes shall first be approved in writing by the District).
3. Cleaning, repainting, or repairing entry signs to ensure they are visible and attractive.
4. Replacing bulbs, cleaning fixtures, and checking wiring to ensure entrance and monument lights function properly at night.
5. Inspecting and fixing walls, columns, and other constructed elements for cracks, weather damage, or vandalism.
6. Cleaning hard surfaces, including walls, signs, and pavement, to remove dirt, algae, mildew, or graffiti.
7. Regular and routine maintenance and repairs to the monuments and the appurtenant facilities, including, but not limited to electric facilities, signage, and lighting.

C. Landscape Maintenance:

Day-to-day administration of landscape maintenance relating to District improvements and property, including, but not limited to, monthly inspections, annual selections, mowing to include a minimum of twenty-nine 29 cuts per year, edging, weeding, fertilization of landscaping as required inclusive of the palms, pest control, pruning of shrubs and ornamentals, pruning of trees and palms, annual tree trimming (prior to hurricane season), mulching during the fall season prior to the holidays, clean-up and landscape debris removal during each service, porter services to remove trash and debris from District property.

D. Irrigation Services:

1. The Association shall be responsible for the maintenance and repair of all irrigation pipes, lines, sprinkler heads, and related irrigation equipment and systems of the District on the CDD Tracts.
2. As part of its maintenance responsibility, Association shall be responsible for assuring that the check valves that connect the District portion of the irrigation system with the private portion of said system are always functional as to avoid impacting either portion of the irrigation system due to a failure to monitor or maintain.

E. Trash and Debris Clean-up and Removal:

1. Association shall be responsible for regular trash, garbage, and debris removal from the CDD Tracts.

The Association shall be responsible for any damage done to the water features, monuments, landscaping, and irrigation system as a result of the acts, omissions, and negligence of its employees or officers or their contractor or contractor's employees.

**RESOLUTION 2026-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Los Cayos Community Development District (the “District”) was recently established by Ordinance No. 23-35 approved by the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida, effective May 26, 2023; and

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (the “Board”) of the District the proposed operating fund budget for Fiscal Year 2026/2027; and

**WHEREAS**, the Board has considered the proposed operating fund budget and desires to set the required public hearing thereon.

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

1. The operating fund budget proposed by the District Manager for Fiscal Year 2026/2027 attached hereto as **Exhibit “A”** is hereby approved as the basis for conducting a public hearing to adopt said budget.
2. The public hearing on said approved operating fund budget is hereby declared and set for the following date, hour and location:

DATE: August 19, 2026

HOUR: 9:45 am

LOCATION: Lennar Homes, LLC  
5505 Waterford District Drive  
Miami, Florida 33126

3. The District Manager is hereby directed to submit a copy of the proposed budget to the Miami-Dade County at least sixty (60) days prior to the hearing set above.
4. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit the approved budget to the managers or administrators of the Miami-Dade County for posting on their website.

5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of June, 2026.

**ATTEST:**

**LOS CAYOS  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson/Vice Chairperson

Attachment: **Exhibit “A”** Fiscal Year 2026/2027 Budget

**EXHIBIT A**

Los Cayos  
Community Development District

**Proposed Budget For  
Fiscal Year 2026/2027  
October 1, 2026 - September 30, 2027**

# **CONTENTS**

- I PROPOSED BUDGET**
- II DETAILED PROPOSED BUDGET**
- III DETAILED PROPOSED DEBT SERVICE FUND BUDGET**
- IV ASSESSMENT COMPARISON**

**DETAILED PROPOSED BUDGET**  
**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	<b>FISCAL YEAR 2026/2027 BUDGET</b>
<b>REVENUES</b>	
Administrative Assessments	84,335
Maintenance Assessments	52,553
Debt Assessments	380,894
Developer Contribution	0
Developer Contribution - Import Fill Material	0
Interest Income	900
<b>TOTAL REVENUES</b>	<b>\$ 518,682</b>
<b>EXPENDITURES</b>	
<b>Administrative Expenditures</b>	
Supervisor Fees	0
Management	34,000
Legal	13,500
Assessment Roll	6,000
Audit Fees	4,700
Arbitrage Rebate Fee	650
Insurance	6,650
Legal Advertisements	3,500
Miscellaneous	500
Postage	200
Office Supplies	500
Dues & Subscriptions	175
Website Management	2,500
Trustee Fees	4,300
Continuing Disclosure Fee	500
Dissemination Services	2,500
<b>Total Administrative Expenditures</b>	<b>\$ 80,175</b>
<b>Maintenance Expenditures</b>	
Engineering/Inspections	8,000
Miscellaneous Maintenance	3,000
Environmental Inspections	10,000
Stormwater Management	16,000
Storm Drainage/Class V Permit	3,500
Field Operations	3,000
Entry Road Maintenance	1,300
Water Feature Maintenance	8,000
Landscape Maintenance	16,000
Monuments Maintenance	2,000
Street Lighting	3,600
Sidewalks	1,500
Power Utility	5,500
Water & Sewage/Potable Water	5,000
<b>Total Maintenance Expenditures</b>	<b>\$ 86,400</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 166,575</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 352,107</b>
Bond Payments	(358,040)
<b>BALANCE</b>	<b>\$ (5,933)</b>
County Appraiser & Tax Collector Fee	(10,356)
Discounts For Early Payments	(20,711)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ (37,000)</b>
CARRYOVER FROM PRIOR YEAR	37,000
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED PROPOSED BUDGET**  
**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025 ACTUAL	FISCAL YEAR 2025/2026 BUDGET	FISCAL YEAR 2026/2027 BUDGET	COMMENTS
<b>REVENUES</b>				
Administrative Assessments	95,185	82,633	84,335	Expenditures Less Interest/.94
Maintenance Assessments	0	15,662	52,553	Expenditures Less Developer Contribution/.94
Debt Assessments	366,078	380,894	380,894	Bond Payments/.94
Developer Contribution	0	71,677	0	
Developer Contribution - Import Fill Material	0	0	0	
Interest Income	19,908	600	900	Projected At \$75 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 481,171</b>	<b>\$ 551,466</b>	<b>\$ 518,682</b>	
<b>EXPENDITURES</b>				
<b>Administrative Expenditures</b>				
Supervisor Fees	0	0	0	
Management	34,000	34,000	34,000	CPI Adjustment
Legal	17,650	12,500	13,500	FY 2025/2026 Expenditure Through Feb 2026 Was \$2,970
Assessment Roll	6,000	6,000	6,000	No Change From 2025/2026 Budget
Audit Fees	4,500	4,500	4,700	Accepted Amount For 2025/2026 Audit
Arbitrage Rebate Fee	650	650	650	No Change From 2025/2026 Budget
Insurance	5,200	6,250	6,650	FY 2025/2026 Expenditure Was \$6,012
Legal Advertisements	3,427	3,000	3,500	\$500 Increase From 2025/2026 Budget
Miscellaneous	289	500	500	No Change From 2025/2026 Budget
Postage	141	200	200	No Change From 2025/2026 Budget
Office Supplies	204	500	500	No Change From 2025/2026 Budget
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management	2,500	2,500	2,500	\$208.33 X 12 Months
Trustee Fees	4,246	4,000	4,300	\$300 Increase From 2025/2026 Budget
Continuing Disclosure Fee	500	1,000	500	\$500 Decrease From 2025/2026 Budget
Dissemination Services	2,500	2,500	2,500	Required By Bond Underwriter
<b>Total Administrative Expenditures</b>	<b>\$ 81,982</b>	<b>\$ 78,275</b>	<b>\$ 80,175</b>	
<b>Maintenance Expenditures</b>				
Engineering/Inspections	7,834	8,000	8,000	No Change From 2025/2026 Budget
Miscellaneous Maintenance	0	3,000	3,000	No Change From 2025/2026 Budget
Environmental Inspections	0	10,000	10,000	Environmental Inspections
Stormwater Management	0	16,000	16,000	Stormwater Management
Storm Drainage/Class V Permit	0	3,500	3,500	Stormwater Drainage System Requirement
Field Operations	0	3,000	3,000	\$250 X 12 Months
Entry Road Maintenance	0	1,300	1,300	Entry Road Maintenance
Water Feature Maintenance	0	8,000	8,000	Weekly 4 Pools Clean, Backwash, Water Test, Etc.
Landscape Maintenance	0	16,000	16,000	Landscape Bi-Weekly mow, trim, mulch, fertilization, pesticides, irrigation monthly wet tests and maintenance
Monuments Maintenance	0	2,000	2,000	Monuments Maintenance
Street Lighting	0	3,600	3,600	Monthly Maintenance Of 6 Poles Including Electricity
Sidewalks	0	1,500	1,500	Maintenance & Pressure Cleaning
Power Utility	0	5,500	5,500	Water Features, Monuments & Irrigation
Water & Sewage/Potable Water	0	5,000	5,000	Potable Water Usage To Be Paid To The Association
<b>Total Maintenance Expenditures</b>	<b>\$ 7,834</b>	<b>\$ 86,400</b>	<b>\$ 86,400</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ 89,816</b>	<b>\$ 164,675</b>	<b>\$ 166,575</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 391,355</b>	<b>\$ 386,791</b>	<b>\$ 352,107</b>	
Bond Payments	(353,264)	(358,040)	(358,040)	2027 Principal & Interest Payments
<b>BALANCE</b>	<b>\$ 38,091</b>	<b>\$ 28,751</b>	<b>\$ (5,933)</b>	
County Appraiser & Tax Collector Fee	(4,427)	(9,584)	(10,356)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(17,986)	(19,167)	(20,711)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 15,678</b>	<b>\$ -</b>	<b>\$ (37,000)</b>	
CARRYOVER FROM PRIOR YEAR	0	0	37,000	Carryover From Prior Year
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ 15,678</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED PROPOSED DEBT SERVICE FUND BUDGET**  
**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2026/2027**  
**OCTOBER 1, 2026 - SEPTEMBER 30, 2027**

	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	15,440	100	1,000	Projected Interest For 2026/2027
NAV Tax Collection	488,164	358,040	358,040	Maximum Debt Service Collection
Bond Proceeds	0	0	0	
<b>Total Revenues</b>	<b>\$ 503,604</b>	<b>\$ 358,140</b>	<b>\$ 359,040</b>	
<b>EXPENDITURES</b>				
Principal Payments	80,000	80,000	85,000	Principal Payment Due In 2027
Interest Payments	279,800	274,520	270,890	Interest Payment Due In 2027
Transfer To Construction Fund	7,855	0	0	
Bond Redemption	0	3,620	3,150	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ 367,655</b>	<b>\$ 358,140</b>	<b>\$ 359,040</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ 135,949</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2024 Bond Information**

Original Par Amount = \$5,275,000      Annual Principal Payments Due = June 15th

Interest Rate = 4.40% - 5.55%      Annual Interest Payments Due = June 15th & December 15th

Issue Date = March 2024

Maturity Date = June 2054

Par Amount As Of 1/1/26 = \$5,195,000

## Los Cayos Community Development District Assessment Comparison

	Fiscal Year 2024/2025 Assessment*	Fiscal Year 2025/2026 Assessment*	Fiscal Year 2026/2027 Projected Assessment*
Admin Assessment For Townhomes	\$ 425.53	\$ 357.72	\$ 365.10
Maint Assessment For Townhomes	\$ -	\$ 67.81	\$ 227.51
<u>Debt Assessment For Townhomes</u>	<u>\$ 1,649.00</u>	<u>\$ 1,649.00</u>	<u>\$ 1,649.00</u>
<b>Total For Townhomes</b>	<b>\$ 2,074.53</b>	<b>\$ 2,074.53</b>	<b>\$ 2,241.61</b>

O&M Covenant = 400.00  
400.00/.94 = 425.53  
Can Exceed In 25/26

\* Assessments Include the Following :

- 
- 4% Discount for Early Payments
  - 1% County Tax Collector Fee
  - 1% County Property Appraiser Fee

Community Information:

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Townhomes 231

Los Cayos  
Community Development District

**Financial Report For  
April 2026**

**LOS CAYOS COMMUNITY DEVELOPMENT DISTRICT  
MONTHLY FINANCIAL REPORT  
APRIL 2026**

	Annual Budget 10/1/25 - 9/30/26	Actual Apr-26	Year To Date Actual 10/1/25 - 4/30/26
<b>REVENUES</b>			
Administrative Assessment	82,633	0	82,835
Maintenance Assessment	15,662	0	15,596
Debt Assessments	380,894	0	379,270
Developer Contribution	71,677	0	71,677
Other Revenue	0	0	0
Interest Income	600	0	2,754
<b>Total Revenues</b>	<b>\$ 551,466</b>	<b>\$ -</b>	<b>\$ 552,132</b>
<b>EXPENDITURES</b>			
<b>Administrative Expenditures</b>			
Supervisor Fees	0	0	0
Management	34,000	2,833	19,833
Legal	12,500	0	3,470
Assessment Roll	6,000	0	0
Audit Fees	4,500	0	0
Arbitrage Rebate Fee	650	0	0
Insurance	6,250	0	6,012
Legal Advertisements	3,000	0	2,089
Miscellaneous	500	0	53
Postage	200	0	159
Office Supplies	500	6	133
Dues & Subscriptions	175	0	175
Website Management	2,500	208	1,458
Trustee Fees	4,000	0	4,246
Continuing Disclosure Fee	1,000	0	0
Dissemination Services	2,500	0	2,500
Return of Unused Funds	0	0	0
<b>Total Administrative Expenditures</b>	<b>\$ 78,275</b>	<b>\$ 3,047</b>	<b>\$ 40,128</b>
<b>Maintenance Expenditures</b>			
Engineering/Inspections	8,000	0	2,352
Miscellaneous Maintenance	3,000	0	0
Environmental Inspections	10,000	0	0
Stormwater Management	16,000	0	0
Storm Drainage/Class V Permit	3,500	0	0
Field Operations	3,000	0	0
Entry Road Maintenance	1,300	0	0
Water Feature Maintenance	8,000	0	0
Landscape Maintenance	16,000	0	0
Monuments Maintenance	2,000	0	0
Street Lighting	3,600	0	0
Sidewalks	1,500	0	0
Power Utility	5,500	0	0
Water & Sewage/Potable Water	5,000	0	0
<b>Total Maintenance Expenditures</b>	<b>\$ 86,400</b>	<b>\$ -</b>	<b>\$ 2,352</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 164,675</b>	<b>\$ 3,047</b>	<b>\$ 42,480</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 386,791</b>	<b>\$ (3,047)</b>	<b>\$ 509,652</b>
Bond Payments	(358,040)	0	(360,932)
<b>BALANCE</b>	<b>\$ 28,751</b>	<b>\$ (3,047)</b>	<b>\$ 148,720</b>
County Appraiser & Tax Collector Fee	(9,584)	0	(4,586)
Discounts For Early Payments	(19,167)	0	(18,484)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ (3,047)</b>	<b>\$ 125,650</b>
<b>Fund Balance As Of 9/30/25</b>	<b>\$ 30,597.87</b>		
<b>Bank Balance As Of 4/30/26</b>	<b>\$ 173,689.66</b>		
<b>Accounts Payable As Of 4/30/26</b>	<b>\$ 17,441.72</b>		
<b>Accounts Receivable As Of 4/30/26</b>	<b>\$ -</b>		
<b>Available Funds As Of 4/30/26</b>	<b>\$ 156,247.94</b>		

**Los Cayos Community Development District**  
**Budget vs. Actual**  
**October 2025 through April 2026**

	<u>Oct 25 - Apr 26</u>	<u>25/26 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
01-3100 · Administrative Assessments	82,834.79	82,633.00	201.79	100.24%
01-3200 · Maintenance Assessments	15,595.91	15,662.00	-66.09	99.58%
01-3810 · Debt Assessments	379,269.63	380,894.00	-1,624.37	99.57%
01-3820 · Debt Assess-Paid To Trustee	-360,931.51	-358,040.00	-2,891.51	100.81%
01-3830 · Assessment Fees	-4,586.58	-9,584.00	4,997.42	47.86%
01-3831 · Assessment Discounts	-18,483.87	-19,167.00	683.13	96.44%
01-6000 · Developer Contribution	71,677.00	71,677.00	0.00	100.0%
01-9410 · Interest Income (GF)	2,754.30	600.00	2,154.30	459.05%
<b>Total Income</b>	<u>168,129.67</u>	<u>164,675.00</u>	<u>3,454.67</u>	<u>102.1%</u>
<b>Gross Profit</b>	168,129.67	164,675.00	3,454.67	102.1%
<b>Expense</b>				
01-1824 · Water & Sewage / Potable Water	0.00	5,000.00	-5,000.00	0.0%
01-1823 · Power Utility	0.00	5,500.00	-5,500.00	0.0%
01-1822 · Sidewalks	0.00	1,500.00	-1,500.00	0.0%
01-1821 · Street Lighting	0.00	3,600.00	-3,600.00	0.0%
01-1820 · Monuments Maintenance	0.00	2,000.00	-2,000.00	0.0%
01-1819 · Water Feature Maintenance	0.00	8,000.00	-8,000.00	0.0%
01-1818 · Entry Road Maintenance	0.00	1,300.00	-1,300.00	0.0%
01-1817 · Storm Drainage / Class V Permit	0.00	3,500.00	-3,500.00	0.0%
01-1816 · Environmental Inspections	0.00	10,000.00	-10,000.00	0.0%
01-1325 · Dissemination Services	2,500.00	2,500.00	0.00	100.0%
01-1313 · Field Operations Management	0.00	3,000.00	-3,000.00	0.0%
01-1316 · Website Fees	1,458.31	2,500.00	-1,041.69	58.33%
01-1310 · Engineering	2,350.00	8,000.00	-5,650.00	29.38%
01-1311 · Management Fees	19,833.31	34,000.00	-14,166.69	58.33%
01-1315 · Legal Fees	3,470.00	12,500.00	-9,030.00	27.76%
01-1318 · Assessment/Tax Roll	0.00	6,000.00	-6,000.00	0.0%
01-1320 · Audit Fees	0.00	4,500.00	-4,500.00	0.0%
01-1330 · Arbitrage Rebate Fee	0.00	650.00	-650.00	0.0%
01-1450 · Insurance	6,012.00	6,250.00	-238.00	96.19%
01-1480 · Legal Advertisements	2,088.92	3,000.00	-911.08	69.63%
01-1512 · Miscellaneous	53.20	500.00	-446.80	10.64%
01-1513 · Postage and Delivery	159.41	200.00	-40.59	79.71%
01-1514 · Office Supplies	133.20	500.00	-366.80	26.64%
01-1540 · Dues, License & Subscriptions	175.00	175.00	0.00	100.0%
01-1550 · Trustee Fees (GF)	4,246.25	4,000.00	246.25	106.16%
01-1743 · Continuing Disclosure Fee	0.00	1,000.00	-1,000.00	0.0%
01-1801 · Landscaping (GF)	0.00	16,000.00	-16,000.00	0.0%
01-1805 · Stormwater Management (GF)	0.00	16,000.00	-16,000.00	0.0%
01-1815 · Miscellaneous Maintenance	0.00	3,000.00	-3,000.00	0.0%
<b>Total Expense</b>	<u>42,479.60</u>	<u>164,675.00</u>	<u>-122,195.40</u>	<u>25.8%</u>
<b>Net Income</b>	<u><b>125,650.07</b></u>	<u><b>0.00</b></u>	<u><b>125,650.07</b></u>	<u><b>100.0%</b></u>

**LOS CAYOS CDD  
TAX COLLECTIONS  
2025/2026**

#	ID#	PAYMENT FROM	DATE	FOR	Tax Collect Receipts	Interest Received	Commissions Paid	Discount	Net From Tax Collector	Admin Assessment Income (Before Discounts & Fee)	Maint Assessment Income (Before Discounts & Fee)	Debt Assessment Income (Before Discounts & Fee)	Admin Assessment Income (After Discounts & Fee)	Maint Assessment Income (After Discounts & Fee)	Debt Assessment Income (After Discounts & Fee)	Debt Assessments Paid to Trustee
									\$463,527.00	\$82,633.00	\$15,662.00	\$380,894.00	\$82,633.00	\$15,662.00	\$380,894.00	
									\$436,315.00	\$78,275.00	\$14,722.00	\$358,040.00	\$78,275.00	\$14,722.00	\$358,040.00	\$358,040.00
1	1	Miami-Dade County Tax Collector	11/28/25	NAV Taxes	\$ 24,894.36		\$ (238.98)	\$ (995.76)	\$ 23,659.62	\$ 4,292.68	\$ 813.70	\$ 19,787.98	\$ 4,079.77	\$ 773.34	\$ 18,806.51	\$ 18,806.51
2	2	Miami-Dade County Tax Collector	12/05/25	NAV Taxes	\$ 253,092.66		\$ (2,429.70)	\$ (10,123.56)	\$ 240,539.40	\$ 43,642.28	\$ 8,272.59	\$ 201,177.79	\$ 41,477.66	\$ 7,862.27	\$ 191,199.47	\$ 191,199.47
3	3	Miami-Dade County Tax Collector	11/17/25	NAV Taxes	\$ 14,521.71		\$ (139.41)	\$ (580.86)	\$ 13,801.44	\$ 2,504.06	\$ 474.66	\$ 11,542.99	\$ 2,379.86	\$ 451.11	\$ 10,970.47	\$ 10,970.47
4	4	Miami-Dade County Tax Collector	12/24/25	NAV Taxes	\$ 136,918.98		\$ (1,315.04)	\$ (5,414.46)	\$ 130,189.48	\$ 23,609.77	\$ 4,475.33	\$ 108,833.88	\$ 22,449.37	\$ 4,255.37	\$ 103,484.74	\$ 103,484.74
5	5	Miami-Dade County Tax Collector	01/09/26	NAV Taxes	\$ 14,521.71		\$ (140.86)	\$ (435.68)	\$ 13,945.17	\$ 2,504.04	\$ 474.67	\$ 11,543.00	\$ 2,404.57	\$ 455.80	\$ 11,084.80	\$ 11,084.80
6	6	Miami-Dade County Tax Collector	02/28/26	NAV Taxes	\$ 2,074.53		\$ (20.33)	\$ (41.49)	\$ 2,012.71	\$ 357.72	\$ 67.81	\$ 1,649.00	\$ 347.06	\$ 65.79	\$ 1,599.86	\$ 1,599.86
7	7	Miami-Dade County Tax Collector	11/05/25	NAV Taxes	\$ 18,670.77		\$ (179.65)	\$ (705.34)	\$ 17,785.78	\$ 3,219.47	\$ 610.30	\$ 14,841.00	\$ 3,066.83	\$ 581.40	\$ 14,137.55	\$ 14,137.55
8	Int. -1	Miami-Dade County Tax Collector	01/26/26	Interest		\$ 558.43			\$ 558.43	\$ 558.43			\$ 558.43			\$ -
9	8	Miami-Dade County Tax Collector	03/11/26	NAV Taxes	\$ 12,447.18		\$ (122.61)	\$ (186.72)	\$ 12,137.85	\$ 2,146.34	\$ 406.85	\$ 9,893.99	\$ 2,093.00	\$ 396.74	\$ 9,648.11	\$ 9,648.11
10									\$ -							\$ -
11									\$ -							\$ -
12									\$ -							\$ -
13									\$ -							\$ -
14									\$ -							\$ -
15									\$ -							\$ -
16									\$ -							\$ -
					\$ 477,141.90	\$ 558.43	\$ (4,586.58)	\$ (18,483.87)	\$ 454,629.88	\$ 82,834.79	\$ 15,595.91	\$ 379,269.63	\$ 78,856.55	\$ 14,841.82	\$ 360,931.51	\$ 360,931.51

**25/26 Assessment Roll**

Admin	82,633.32
Maint	15,664.11
Debt	380,919.00
	<u>479,216.43</u>

**Collections**  
95.67%

\$	477,141.90
\$	(18,670.77)
\$	-
\$	-
\$	<u>458,471.13</u>

Note: Top line are 2025/2026 budgeted assessments before discounts and fees.  
Bottom line are 2025/2026 budgeted assessments after discounts and fees.

\$	477,141.90	
\$	558.43	\$ 454,629.88
\$	(82,834.79)	\$ (78,856.55)
\$	(15,595.91)	\$ (14,841.82)
\$	(379,269.63)	\$ (360,931.51)
\$	-	\$ -

**Alina Garcia**  
Supervisor of Elections  
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Miami, FL 33172



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## CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Alina Garcia, Supervisor of Elections of Miami-Dade County, Florida, do hereby certify that Los Cayos Community Development District, as described in the attached MAP, has 149 voters.

Alina Garcia  
Supervisor of Elections

WITNESS MY HAND  
AND OFFICIAL SEAL,  
AT MIAMI, MIAMI-DADE  
COUNTY, FLORIDA,  
ON THIS 29<sup>th</sup> DAY OF  
APRIL, 2026

*Please submit a check for \$66.00 to our office payable to "Miami-Dade County Office of the Supervisor of Elections" for the cost of certifying the number of registered voters.*