



Rizzetta & Company

# **Rookery Community Development District**

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**Board of Supervisors'  
Meeting  
January 13, 2026**

**District Office:  
2806 N. Fifth Street  
Unit 403  
St. Augustine, FL 32084**

# ROOKERY COMMUNITY DEVELOPMENT DISTRICT

City of Green Cove Springs City Hall  
321 Walnut Street  
Green Cove Springs, FL 32043

<b>Board of Supervisors</b>	Bob Porter John Gislason Anthony Sharp Mark Dearing Greg Matovina	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Lesley Gallagher	Rizzetta & Company, Inc.
<b>District Counsel</b>	Katie Buchanan	Kutak Rock, LLP
<b>District Engineer</b>	David Taylor	Live Oak Engineering, Inc.

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# ROOKERY COMMUNITY DEVELOPMENT DISTRICT

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District Office · St. Augustine, Florida · (904) 436-6270  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

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**Board of Supervisors**  
**Rookery Community**  
**Development District**

January 6, 2026

## FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Rookery Community Development District will be held on **January 13, 2026 at 2:00 p.m.** at the City of Green Cove Springs City Hall, 321 Walnut Street, Green Cove Springs, FL 32043.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A. Consideration of the Minutes of the Board of Supervisors  
Special Meeting held November 11, 2025 ..... Tab 1
  - B. Ratification of Operation and Maintenance Expenditures for  
October and November 2025 ..... Tab 2
- 4. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
  - D. Landscape - BrightView Landscape Report ..... Tab 3
    1. Consideration of Dog Park Island Plumbago  
Replacement Proposal
  - E. Pond Maintenance - Florida Waterways Report ..... Tab 4
- 5. BUSINESS ITEMS**
  - A. Ratification of DTS Licensing Agreement ..... Tab 5
  - B. Public Hearing on Setting Amenity Policies and Rates
    1. Consideration of Resolution 2026-02; Setting Amenity  
Policies and Rates ..... Tab 6
- 6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at 904-436-6270.

Very truly yours,

*Lesley Gallagher*

District Manager

# Tab 1

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## MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

### ROOKERY COMMUNITY DEVELOPMENT DISTRICT

The **special** meeting of the Board of Supervisors of Rookery Community Development District was held on **November 11, 2025 at 3:00 p.m.** at Cross Creek North Amenity Center, 2895 Big Oak Drive, Green Cove Springs, FL 32043.

Present and constituting a quorum:

Bob Porter	<b>Board Member, Chairman</b>
John Gislason	<b>Board Member, Vice Chairman</b>
Mark Dearing	<b>Board Member, Assistant Secretary</b>
Anthony Sharp	<b>Board Member, Assistant Secretary</b>

Also present were:

Lesley Gallagher	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Danielle Wasilewski	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Katie Buchanan	<b>District Counsel, Kutak Rock</b> ( <i>by speakerphone</i> )
Hunter Hurley	<b>District Counsel, Kutak Rock</b> ( <i>Joined meeting in process by speakerphone</i> )
Royce Peaden	<b>Landscape Manager, BrightView Landscape</b>

No audience members present.

#### FIRST ORDER OF BUSINESS

#### CALL TO ORDER

Mr. Porter opened the Board of Supervisors' meeting at 3:01 p.m.

#### SECOND ORDER OF BUSINESS

#### AUDIENCE COMMENTS ON AGENDA ITEMS

There were no audience members present.

#### THIRD ORDER OF BUSINESS

#### CONSIDERATION OF THE MINUTES OF THE BOARD OF SUPERVISORS' SPECIAL MEETING HELD AUGUST 12, 2025

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board approved the Minutes of Supervisors' special meeting held August 12, 2025, for Rookery Community Development District.

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50**FOURTH ORDER OF BUSINESS****RATIFICATION OF OPERATION AND  
MAINTENANCE EXPENDITURES FOR JULY  
THROUGH SEPTEMBER 2025**

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board ratified the Operations and Maintenance Expenditures for July 2025 in the amount of \$11,174.01, August 2025 in the amount of \$146.47, and September 2025 in the amount of \$22,758.77, for Rookery Community Development District.

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54**FIFTH ORDER OF BUSINESS****RATIFICATION OF ARBITRAGE  
ENGAGEMENT LETTER, SERIES 2024**

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board ratified the Arbitrage Engagement Letter, from Arbitrage Rebate Counselors LLC for three calculations on 9/20/25, 9/20/26 and 9/20/27 at an expense of \$400.00 per calculation, for Rookery Community Development District.

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58**SIXTH ORDER OF BUSINESS****RATIFICATION OF ARBITRAGE REPORT,  
SERIES 2025**

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board ratified the Arbitrage Report, for period 9/20/2024 to 9/20/2025 noting no rebate liability, for Rookery Community Development District.

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61**SEVENTH ORDER OF BUSINESS****STAFF REPORTS**62  
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64**A. DISTRICT COUNSEL**

Ms. Buchanan did not have a report but was available for any questions.

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67**B. DISTRICT ENGINEER**

No report.

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*Mr. Hurley joined the meeting in progress at 3:02 pm.*

**C. DISTRICT MANAGER**71  
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Ms. Gallagher reviewed her report noting there were currently seven CCUA water meters, two Green Cove Springs electric meters and one Green Cove Springs water meter set up in the name of the district. She also reviewed the report on measuring Goals and Objectives to be posted on the CDD website by December 1, 2026, which the Board accepted.

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80**1.) Update on Goals and Objectives****2.) Pond Maintenance Reports for August, September and October 2025 –  
Florida Waterways**

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82      **D.      Landscape**

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84      **1.) BrightView Landscape Report**

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86      Mr. Peaden reviewed the report found under tab 6 of the agenda noting some concerns regarding  
87      future cold temperatures and some of the plant material.

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89      **EIGHTH ORDER OF BUSINESS**

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91      **CONSIDERATION OF BRIGHTVIEW'S  
LANDSCAPE ENHANCEMENT PROPOSALS**

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93      Mr. Peaden reviewed the proposal for entrance and landscape bed annual replacement proposal  
94      found under tab 7 of the agenda. It was also noted that future budgets would need to be adjusted if  
95      approved.

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97      On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board approved  
98      the BrightView proposal for annuals in the amount of \$4,860.00 per rotation, for Rookery  
99      Community Development District.

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101      **NINETH ORDER OF BUSINESS**

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103      **CONSIDERATION OF AMENITY  
MANAGEMENT SERVICES PROPOSAL**

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105      On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board approved  
106      the First Coast CMS proposal for Amenity Management Services to commence upon  
107      turnover of the amenity facilities, for Rookery Community Development District. (Exhibit A)

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109      **TENTH ORDER OF BUSINESS**

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111      **CONSIDERATION OF RESOLUTION 2026-01,  
SETTING PUBLIC HEARING ON AMENITY  
RULES, POLICIES & RATES**

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Ms. Gallagher presented a sample of District policies, rates, & rules and recommended parking and  
towing policies be included.

On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board approved  
Resolution 2026-01, Setting a Public Hearing on Amenity Rules, Policies & Rate on January  
13, 2026 at 2:00 p.m., at the City of Green Cove Springs City Hall, 321 Walnut Street,  
Green Cove Springs, FL 32043 for Rookery Community Development District. (Exhibit B)

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Moved back to Business Item A, Consideration of BrightView's Landscape Proposals, Tab 7

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121      **ELEVENTH ORDER OF BUSINESS**

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123      **CONSIDERATION OF BRIGHTVIEW'S  
LANDSCAPE ENHANCEMENT PROPOSALS**

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**TWELFTH ORDER OF BUSINESS**

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There were no supervisor comments and no audience present.

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**SUPERVISOR REQUESTS AND AUDIENCE  
COMMENTS**

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**THIRTEENTH ORDER OF BUSINESS****ADJOURNMENT**

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On a motion by Mr. Dearing, seconded by Mr. Gislason, with all in favor, the Board adjourned the meeting at 3:10 pm, for Rookery Community Development District.

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ROOKERY COMMUNITY DEVELOPMENT DISTRICT

November 11, 2025 Minutes of Meeting

Page 5

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

DRAFT

# **Exhibit A**

First Coast Contract Maintenance Service LLC.  
352 Perdido Street  
Saint Johns, FL 32259

(PH) 904-537-9034  
(FX) 904-396-2383



November 1st, 2025

**Prepared For:** **Lesley Gallagher**  
**Rizzetta and Company, Inc**

**Prepared By:** **Tony Shiver**  
**President First Coast CMS LLC**

## **Proposal:**

First Coast CMS LLC is an Amenity and Facility Management company designed to assist property management companies and developers with the day to day management of onsite maintenance tasks and personnel. With a dedicated maintenance manager directing onsite workers and job tasks, Owners/Management can focus on the other aspects of the property.

Why choose First Coasts CMS?:

- Immediate coverage when needed for emergencies
- Assist Managers in locating outside contractors when the job calls for it.
- Support for larger jobs for instances that more workers are needed.
  - i.e. clean up after extreme weather
- Records of maintenance task performed and recommendations for projects and preventative maintenance utilizing award winning CMMS software
- Technicians are NSPF Certified Pool Operators, eliminating the need for traditional pool service companies.

- No need to worry about payroll, insurance, or workers compensation, it's all covered!

Each property is evaluated, and a maintenance and janitorial program is created to accommodate whatever the needs may be.

## **Property: The Rookery CDD**

### **Scope: Facility Maintenance and Staffing \$7155**

#### **Pool and Splash Pad Cleaning and Maintenance**

Our certified technician will be responsible for and maintaining correct water chemistry in the swimming pool. A series of water tests will be conducted at each visit. The results of these tests will be interpreted and used to determine the chemicals needed to maintain and assure purity and water balance as recommended by the NSPF and required by the State of Florida.

In addition, the technician will be responsible for cleaning the filter, pump and skimmer baskets as needed. The technician will also be responsible for general maintenance and adjustment of pool equipment as needed. The pool will be vacuumed regularly, and surface water skimmed to remove floating debris. The technician will manually clean pool steps and tiles as needed.

The pool will be inspected regularly and anything that appears to be in violation of the state pool code will either be corrected, or management notified of the violation so it can be corrected as soon as possible.

A manually written record will be kept showing activities of the pool, as well as a full test kit onsite at all times. Entries will show water test, chemicals added, filter condition, and whatever maintenance task performed on the pool that day. The routine chemical test performed by the technician will be Free Chlorine Residual, pH, Acid Demand, Total Alkalinity, Calcium Hardness, and Cyanuric Acid.

Any repairs or additional work will be charged extra. This includes work on mechanical seals, bearings, gaskets, light bulbs, or any other part of the pool that is not "routine" pool maintenance.

Any chemicals and filter media used to properly treat and balance the pool are not covered and will be invoiced monthly for reimbursement with a 3% purchase fee.

#### **Common Area Maintenance and Janitorial**

This includes the following:

- Monitor condition of all doors, fencing, gates, touch up painting, cobweb control and prevent debris from accumulating on the walls.
- Replacing A/C filters
- Changing interior/exterior lights
- Inspect and operate security cameras, and access controls
- Blow off entire pool deck weekly
- Maintain operational condition of ADA pool life and safety equipment
- Inspect playground and make minor repairs as needed
- Inspect and maintain condition of courts, fencings, and wind screens.
- Inspect and document conditions of parking lot and lighting weekly

## **Clubhouse**

### **Duties and Responsibilities**

Empty and replace liners in all garbage cans  
 Clean clubhouse restrooms and stock if needed  
 Clean entrance doors inside and out  
 Sweep and mop ceramic tile  
 Wipe down all tables, coffee tables, end tables  
 Clean kitchen area, wipe down appliances  
 Dust all pictures, light fixtures, A/C vents and T. V's  
 Clean interior windowsills and glass windows  
 Dust blinds/window treatments and interior ceiling fans

## **Pool Bathrooms**

### **Duties and Responsibilities**

Empty and replace liners in garbage cans  
 Sanitize counter tops and diaper changing stations  
 Sanitize all toilets, urinals, and sinks  
 Sweep and sanitize floors  
 Clean all mirrors  
 Wipe down and disinfect all partition doors  
 Restock all paper products, soaps, and toiletries  
 Dust all light fixtures, vents, & door frames

## **Exterior/Police Grounds**

### **Duties and Responsibilities**

Empty all exterior garbage cans and replace liners  
 Police pool deck for trash  
 Clean exterior windowsills and windows

## **Recreation Amenities**

### **Duties and Responsibilities**

Arrange pool furniture and blow off decks  
Clean water fountains  
Wipe down pool furniture  
Check sand in ashtrays and clean/replenish (if applicable)  
High dust exterior ceiling fans and light fixtures  
Check light bulbs and replace any that are burnt out

40 hours per week will be dedicated to general facilities maintenance, upkeep and repair. The onsite personnel may repair any minor issue that 1) does not require a trade license 2) Is not covered under another contract 3) Can be completed within the allotted time frame, and 4) Does not require prior approval from management. Materials for repairs are not covered and will be submitted for reimbursement. The District Manager will be notified about any issue that can't be repaired "in house" or requires invoicing upon completion.

## **Other Agreed Services**

### **Weekend Attendant Staffing \$1775 per month**

First Coast CMS will provide a uniformed and trained staff member to assist residents with access and serve as a facility attendant. The attendant will monitor the use and condition of the facilities to ensure the CDD policies are enforced and provide for safe operations of the facility. The attendant will be onsite for 2 days per week, to include Saturday and Sunday, for a maximum of 16 hours per week year round.

### **Weekday Attendant Staffing \$4350 per month**

First Coast CMS will provide a uniformed and trained staff member to assist residents with access and serve as a facility attendant. The attendant will monitor the use and condition of the facilities to ensure the CDD policies are enforced and provide for safe operations of the facility. The attendant will be onsite for 5 days per week, Monday through Friday for a maximum of 40 hours per week from April 1<sup>st</sup> through Sept 31<sup>st</sup>.

## **Onsite Facility Management and Field Services \$1800 per month**

First Coast CMS will solicit, schedule and monitor third party vendors to perform services as needed for the CDD Amenity Center and the CDD maintained areas. This will include vendors such as plumbers, electricians, special event vendors, food trucks, and pest control companies. FCCMS will ensure vendors are properly licensed/insured and assist vendor with proper invoicing to the District Management.

FCCMS will staff an Amenity Manager onsite for **10 hours** each week to assist residents as needed for access cards, rentals, etc.

FCCMS will schedule and monitor fire extinguishers and other facility life safety apparatus, and schedule appropriate vendors.

FCCMS will operate and maintain a mass email communication system (e-blast) to update residents and management of important information that pertains to the Amenities, OR other information requested by District Management.

FCCMS will develop and implement an Inclement Weather Readiness Plan and will communicate with residents the appropriate information, including emergency contacts, and facility closures/openings.

FCCMS will secure facility during Hurricane/Tropical Storms. This includes securing the furniture and shade awnings if required. FCCMS will close the facility to residents 48 hours prior to landfall of a named Tropical Storm.

FCCMS will communicate directly with Residents regarding issues or concerns they have involving the amenity center or CDD maintained areas.

At the request of the District Manager, First Coast CMS will prepare a report for the Board of Supervisors regarding the general maintenance, repairs, and condition of the amenity center and its features.

Materials purchased to provide services, for repair and janitorial, are not covered under the estimate and will be submitted for reimbursement and a 3% purchase delivery fee.

In consideration for providing services specified above by First Coast CMS LLC, payment to the order of **\$10,730 October 1<sup>st</sup> through March 31<sup>st</sup> and \$15,080 April 1<sup>st</sup> through September 31<sup>st</sup>**. to be paid within (45) thirty days of invoice date.

Additional staffing approved by District Management will be invoiced at \$25 per hour. This includes additional staffing as needed for District Sponsored Special Events.

If agreed upon, a contract would be drafted and signed by both parties specifying details and could be terminated at any time by either party given a 60 day written notice. This proposal is meant to be in effect for a period of 24 months from the signed date. There will be an automatic 3% increase after 12 months.

Thank you for your consideration and we hope to do business with your organization.

Tony Shiver  
President  
First Coast CMS LLC.

## **Exhibit B**

## **RESOLUTION 2026-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ROOKERY COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENITY POLICIES AND RATES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Rookery Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, specifically Sections 190.011(5) and 190.035, *Florida Statutes*, authorizes the District’s Board of Supervisors (the “Board”) to adopt rules, orders, rates, fees, and charges pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** The Board of Supervisors will hold a public hearing to adopt Amenity Policies and Rates regarding the use of the District’s recreational facilities and services, setting forth the suspension and termination of privileges related to the same, and rental charges and user rates, all as related to the use of the District’s recreational facilities and services, a proposed copy of which is attached hereto as **Exhibit A** (the “Amenity Rules”). The Board will hold a public hearing on February 10, 2026, at 2:00 p.m., at City of Green Cove Springs City Hall at 321 Walnut Street, Green Cove Springs, FL 32043.

**SECTION 2.** The District Secretary actions associated with publishing notice of the hearing in accordance with Section 120.54, *Florida Statutes*, are hereby ratified.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 11<sup>th</sup> day of November 2025.

**ATTEST:**

**ROOKERY COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chairperson, Board of Supervisors

**Exhibit A:** Amenity Policies and Rates

## Tab 2

# ROOKERY COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · St. Augustine, Florida 32084

MAILING ADDRESS · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614

[www.rookerycdd.org](http://www.rookerycdd.org)

**Operation and Maintenance Expenditures  
October 2025  
For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$16,044.72**

Approval of Expenditures:

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Chairperson

Vice Chairperson

Assistant Secretary

# Rookery Community Development District

## Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
City of Green Cove Springs	20251030-2	28-00010 09/25 ACH	Account# 32180 Electric Services 09/25	\$ 157.69
City of Green Cove Springs	20251030-1	28-00070 09/25 ACH	Account# 32180 Electric Services 09/25	\$ 96.73
Clay County Utility Authority	20251029-1	Monthly Summary 09/25 651 ACH	Water-Utility Services 09/25	\$ 878.83
Clay Today	300058	2025-305054	Account# 68156 Legal Advertising 10/25	\$ 64.80
Cross Creek North CDD	300059	111125 BOS	Special BOS Meeting Room Fee 11/25	\$ 150.00
Egis Insurance Advisors, LLC	300060	29392	Policy# 1001251127 10/01/25-10/01/26	\$ 9,845.00
Florida Department of Commerce	20251028-1	93807 ACH	Special District Fee for FY25-26	\$ 175.00
Rizzetta & Company, Inc.	300061	INV0000103619	District Management Fees 10/25	\$ 4,676.67
<b>Report Total</b>				<b>\$ 16,044.72</b>

# ROOKERY COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · St. Augustine, Florida 32084  
MAILING ADDRESS · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614  
www.rookerycdd.org

## **Operation and Maintenance Expenditures November 2025 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2025 through November 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$3,733.20**

Approval of Expenditures:

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Chairperson  
 Vice Chairperson  
 Assistant Secretary

# Rookery Community Development District

## Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Arbitrage Rebate Counselors, LLC	300062	101525 S2024	Arbitrage Assessment S2024 09/20/24-09/20/25	\$ 400.00
City of Green Cove Springs	20251117-2	28-00010 10/25 ACH	Electric Services 10/25	\$ 150.18
City of Green Cove Springs	20251117-1	28-00070 10/25 ACH	Electric Services 10/25	\$ 95.02
Clay County Utility Authority	20251113-2	A00111233 10/25 ACH	Water-Sewer Services 10/25	\$ 213.48
Clay County Utility Authority	20251113-5	A00111235 10/25 ACH	Water-Sewer Services 10/25	\$ 275.47
Clay County Utility Authority	20251113-6	A00111240 10/25 ACH	Water-Sewer Services 10/25	\$ 355.88
Clay County Utility Authority	20251113-1	A00113300 09/25	Water-Sewer Services 09/25	\$ 358.06
Clay County Utility Authority	20251113-7	A00113300 10/25	Water-Sewer Services 10/25	\$ 238.60
Clay County Utility Authority	20251113-3	A00114270 10/25	Water-Sewer Services 10/25	\$ 309.47
Clay County Utility Authority	20251113-4	A00114272 10/25	Water-Sewer Services 10/25	\$ 326.54
Florida Waterways, Inc.	300063	202237	Aquatic Maintenance 09/25	\$ 475.00
Kutak Rock, LLP	300064	3627262	Legal Services 07/25	\$ 535.50
<b>Report Total</b>				<b>\$ 3,733.20</b>

## Tab 3

# Quality Site Assessment

Prepared for: **Rookery CDD**

## General Information

**DATE:** Wednesday, Dec 31, 2025

**NEXT QSA DATE:** Wednesday, Jan 07, 2026

**CLIENT ATTENDEES:**

**BRIGHTVIEW ATTENDEES:** Royce Peaden

## Customer Focus Areas

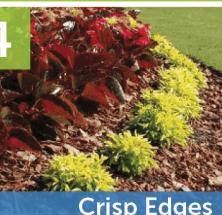
Entrance, Dog Park, Road Frontage, Lake behind Models

Quality you can count on.

**7** Seven Standards of Excellence



Site Cleanliness



Crisp Edges



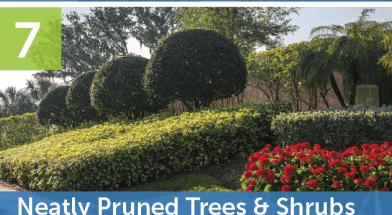
Green Turf



Uniformly Mulched Beds



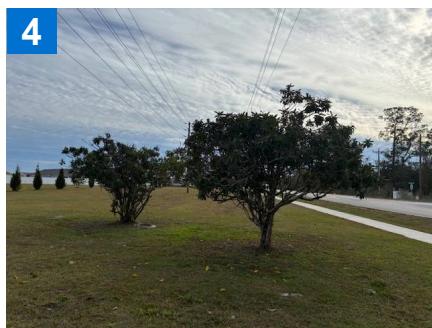
Neatly Pruned Trees & Shrubs



# QUALITY SITE ASSESSMENT

## Rookery CDD

### Maintenance Items

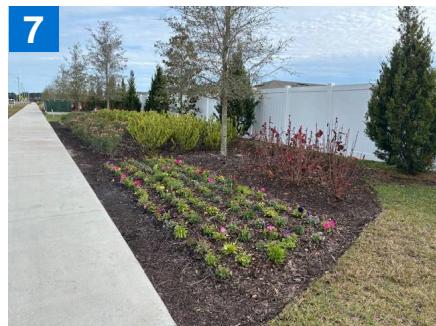


- 1** Plant material and annuals at monument sign performing well. Blue Daze has gotten bitten by the cold and gone dormant. Depending on severity of cold this season some may need to be replaced/filled-in
- 2** Turf throughout site is still holding color but has slowed down in growth considerably.
- 3** There is some spotty winter weed growth in the turf along the entry that we have scheduled to be treated with a follow-up application.
- 4** There are two Loquat trees near the border of the property that were left in place during construction. The team raised the canopy on these and cleaned them up.

# QUALITY SITE ASSESSMENT

## Rookery CDD

### Maintenance Items



5 With the recent cold Muhly grasses throughout site have lost the color in their flowers. We are scheduled to trim these back throughout site.

6 Crew has begun cutting back Muhly grasses at the main monument sign

7 Annuals are healthy and showing good color. Copperleaf plants have been dinged by cold. Once the threat of cold passes (March) we will cut these back.

8 Ants are in their mounding phase this time of year. The crew is baiting mounds during their visits. We will return to level these out.

# QUALITY SITE ASSESSMENT

## Rookery CDD

### Maintenance Items



9 Several of the planted Landscape trees (mostly Cedars) have declined throughout site. Development has flush cut some. Recommend reducing water and soil/mulch build-up at base. Agronomist reviewed and noted that planting baskets were left in place.

10 One Oak in left side dog park has lost more leaves than surrounding trees. At this time of year we can monitor as the tree likely had a stress response and will push new growth during the Spring

11 Crew is checking and servicing lakes on scheduled rotation, including removal of trash/debris along the banks.



11530 Davis Creek Ct | Jacksonville, FL 32256  
O: (904) 292-0716

## SERVICE COMMUNICATION REPORT

**PROPERTY:** The Rookery

**DATE:** 12/22/25

The following landscape maintenance services were performed on your property today. If you have any questions about your service, please contact our Grounds Maintenance Customer Service at (904) 292-0716.

TURF		LANDSCAPE BEDS		AGRONOMICS		PEST CONTROL	
Mowing		Tree Pruning		Turf		Turf	
Curb Edging	o	Palm Pruning		Beds		Trees	
Bed Edging		Plant Pruning		Shrubs		Shrubs	
Line Trim Edging		Shrub Pruning	x	Annuals		Fire Ants	
Weed eat	x	Weeding	x				

IRRIGATION		PLANTING		CLEAN UP		OTHER SERVICES PROVIDED	
Inspect		Annuals		Trash	x		
Adjust		Shrubs		Leaves			
Repair		Mulch		Debris	x		
		Other (See Notes)					

### Work To Be Completed:

Bring 72"; 36" mower
Weedeat all lakes this week
Handpull/spray islands at dog park
Weedeat back side of white fence near far end of property
Detail/handpull beds on Blvd.
Use 36" on front of white fence and Wooden fence but not between fence and trees
Between road and dogpark use 36"
• For Xmas week Hand pull/Detail Flower beds, pick up debris and blow off grounds

## Proposal for Extra Work at Rookery CDD

Property Name	Rookery CDD	Contact	Lesley Gallagher
Property Address	4202 S Oakridge Ave Green Cove Springs, FL 32043	To Billing Address	Rookery CDD 3434 Colwell Ave Ste 200 Tampa, FL 33614

Project Name Rookery - Dog Park parking islands - replace declining Plumbago

Project Description Rookery - Dog Park parking islands - replace declining Plumbago

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Material, Delivery, and Staging - Removal of Existing plant material and preparation of bed space for installation of new plant material	\$501.04	\$501.04
90.00	EACH	Installation of 90 3 gal TBD plant material	\$20.20	\$1,817.92
30.00	EACH	Installation of Brown Shredded mulch - bagged	\$9.25	\$277.61
1.00	EACH	Irrigation - Following installation of new plant material ensure plant material has proper coverage and update programming	\$319.07	\$319.07

For internal use only

SO# 8817828  
JOB# 346100654  
Service Line 130

**Total Price** \$2,915.64

### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demolishing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.
15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to, concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

**Acceptance of this Contract**  
 By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY**

**Customer**

	<b>Senior District Manager</b>	
Signature		Title
<b>Lesley Gallagher</b>		<b>December 10, 2025</b>
Printed Name		Date

**BrightView Landscape Services, Inc. "Contractor"**

	<b>Account Manager - Exterior</b>	
Signature		Title
<b>Royce Peaden</b>		<b>December 10, 2025</b>
Printed Name		Date

**Job #:** **346100654**

**SO #:** **8817828**      **Proposed Price:** **\$2,915.64**

# Rookery Dog Park Islands – Plant choices

# Firebush



Florida Native –

- Produces nice flowers most of the year
- Will defoliate over winter but will come back healthy
- On the suggested plant list
- Pest/disease tolerant

# Liriope



- On the suggested plant list
- Low growing, foot traffic tolerant plant
- Cut back once per year in February for new growth to push
- Grassy type plant

# Simpson's Stopper



- Florida Native
- On the suggested plant list
- Mounding shrub
- Cold tolerant
- Produces very showy flowers in the spring
- Produces red berries in summer and fall
- Fan favorite of birds

# Coontie Palm



- Florida Native
- On the suggested plant list
- Mounding shrub
- Cold tolerant
- Very slow growing
- Does have some minor pest issues (aesthetic)

## Tab 4



## Customer Service Report

Customer: Rookery

Date of Visit: 12/17/2025

Tech: Brandon Sixto

Weather: 70 °F High

20%

### Waterway and Ditch Treatments

Site	1	2	3	4	5	6						
Algae		X	X	X	X							
Submersed Weeds												
Shoreline Grasses & Brush		X										
Floating Weeds												
Mosquito Larvicide												
Pond Dye												
Inspection												
Debris Removal	X				X							

Comments: Ponds were treated for algae and shoreline grasses. Debris wasd also removed.

### Carp Program

<input type="checkbox"/> Carp Observed	<input type="checkbox"/> None
<input type="checkbox"/> Barriers Inspected	<input type="checkbox"/> Slight
	<input type="checkbox"/> Visible

### Water Clarity

<input type="checkbox"/> < 1'	<input checked="" type="checkbox"/> 2-4'
<input type="checkbox"/> 1-2'	<input type="checkbox"/> >4'

### Water Levels

<input type="checkbox"/> High
<input checked="" type="checkbox"/> Normal
<input type="checkbox"/> Low

### Fish/Wildlife Observations

<input type="checkbox"/> Bass	<input type="checkbox"/> Anhinga	<input type="checkbox"/> Woodstork	<input checked="" type="checkbox"/> Turtles	<input type="checkbox"/> Other Species:
<input type="checkbox"/> Bream	<input type="checkbox"/> Cormorant	<input checked="" type="checkbox"/> Ducks	<input type="checkbox"/> Snakes	<hr/>
<input type="checkbox"/> Catfish	<input type="checkbox"/> Egrets	<input type="checkbox"/> Osprey	<input checked="" type="checkbox"/> Alligator	<hr/>
<input type="checkbox"/> Gambusia	<input type="checkbox"/> Herons	<input type="checkbox"/> Ibis	<input type="checkbox"/> Frogs	<hr/>

### Native/Beneficial Vegetation Noted

<input type="checkbox"/> Arrowhead	<input type="checkbox"/> Bulrush	<input type="checkbox"/> Lotus	<input type="checkbox"/> Slender Spikerush
<input type="checkbox"/> Cordgrass	<input type="checkbox"/> Lily	<input type="checkbox"/> Chara	<input type="checkbox"/> Blue Flag Iris
<input checked="" type="checkbox"/> Bacopa	<input type="checkbox"/> Golden Canna	<input type="checkbox"/> Naiad	<input type="checkbox"/> Bladderwort
<input type="checkbox"/> Pickerelweed	<input type="checkbox"/> Spadderdock	<input type="checkbox"/> Eelgrass	<input type="checkbox"/> Pondweed

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

## Customer Service Report

Customer: Rookery

Date of Visit: 12/17/2025

Tech: Brandon Sixto

Weather: 70 °F High

20% 



1



2



3



4



5



6

Did you know? The manatee is Florida's official marine mammal. Fossils indicate they have been in Florida waters for millions of years.

## Tab 5

## EMMA® Filing Assistance Software as a Service License Agreement

This EMMA Filing Assistance Software as a Service License Agreement (this "Agreement") is entered into by and between the **Rookery Community Development District** (the "District") on behalf of itself, its Dissemination Agent and all other Obligated Persons as defined in the District's outstanding Continuing Disclosure Agreements (collectively, the "Licensee"), and Disclosure Technology Services, LLC, a Delaware limited liability company ("DTS" or the "Licensor"). This Agreement shall be effective as of last day executed below ("Effective Date").

**NOW, THEREFORE**, for good and adequate consideration, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

The District is, or may in the future be, a party to one or more Continuing Disclosure Agreements (the "CDAs") in connection with the issuance of bonds or other debt obligations. Pursuant to the CDAs, the District and the other Obligated Persons named therein are, or will be, obligated to file certain Annual Reports, Quarterly Reports and Listed Event filings (as such terms are defined in the CDAs) electronically through the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system website within the time periods specified in the CDAs.

Subject to the payment of the fees provided for in "Exhibit A: Fee Schedule" attached hereto and the terms and conditions provided for in the "EMMA® Filing Assistance Software End User License Agreement" located at [dtsmuni.com/about/terms](http://dtsmuni.com/about/terms), both of which are hereby incorporated by reference into this Agreement, the Licensor hereby (i) grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license and right to access and use the DTS Portal ("Portal") for the purposes provided for herein. The Portal is configured to provide annual and quarterly notices of reporting deadlines prior to the applicable Annual Filing Date(s) and Quarterly Filing Date(s) set forth in the CDAs (the "Services").

As part of the notices provided by the Portal, links to access to the Portal will be made delivered to the District and other Obligated Persons annually and quarterly, as applicable, via email, which will allow for the District and other Obligated Persons to input the information required for the Annual Reports (excluding the Audited Financial Statements) and the Quarterly Reports under the CDAs, respectively, into a reportable format (collectively, the "Formatted Information"). Notwithstanding this provision or failure to provide such Formatted Information or any Services, the District, and its Dissemination Agent, if any, will remain responsible for filing the Formatted Information with EMMA on or before the deadlines provided for in the CDAs. The Portal shall not include any links for Listed Events as defined in the CDAs and all EMMA reporting obligations shall remain the sole obligations of the District and the Obligated Persons as set forth in the CDAs if and when a Listed Events report needs to be filed.

This Agreement shall commence on the Effective Date and continue through September 30 of the year in which this Agreement is executed, and thereafter, shall renew for additional one year terms (based on the District's fiscal year, which ends September 30) so long as the District is obligated under any CDAs. Either party may terminate this Agreement upon thirty days prior written notice to the other party hereto. Any fees paid prior to termination shall be considered earned and non-refundable and the Licensor may adjust the fees hereunder upon thirty days prior written notice to Licensee. Upon the termination of this Agreement, Licensee shall immediately discontinue use of the Portal. Licensee's obligations according to the provisions of this Agreement prior to termination shall survive termination of this Agreement. This Agreement is also subject to the terms set forth in **Exhibit B**.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below written.

Rookery Community Development District

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Disclosure Technology Services, LLC

By: \_\_\_\_\_  
Print: Michael Klurman  
Title: Vice President  
Date: 09-12-2024 \_\_\_\_\_

## **Exhibit A – Fee Schedule**

### **Annual License Fee:**

1. \$1000 per annum, with year 1 paid out of costs of issuance.

**The following terms apply notwithstanding any other provision of the Agreement (including but not limited to any of the terms incorporated therein from other documents):**

**PUBLIC RECORDS.** DTS understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, DTS agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. DTS acknowledges that the designated public records custodian for the District is the District's Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, DTS shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if DTS does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in DTS's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by DTS, DTS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE DTS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DTS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Scott Brizendine, Rizzetta & Co., Inc. 3434 Colwell Avenue, Ste. 200, Tampa, FL 33614**

**LIMITATIONS ON LIABILITY.** Nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SCRUTINIZED COMPANIES.** DTS certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If DTS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**E-VERIFY.** DTS shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, DTS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the DTS has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the DTS represents that no public employer has terminated a contract with the DTS under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

## Tab 6

**RESOLUTION 2026-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ROOKERY  
COMMUNITY DEVELOPMENT DISTRICT ADOPTING DISTRICT  
RULES, POLICIES AND FEES; PROVIDING A SEVERABILITY CLAUSE;  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Rookery Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, policies and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the District's Board of Supervisors ("Board") finds that it is in the best interest of the District and necessary for the efficient operation of the District to adopt by resolution the District Rules, Policies and Fees, attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application ("Amenity Rules and Rates"); and

**WHEREAS**, the Board finds that the District Rules, Policies and Fees outlined in **Exhibit A** is just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning ratemaking and rate adoption, including the holding of a public hearing thereon.

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

**SECTION 1.** The District Rules, Policies and Fees set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The District Rules, Policies and Fees shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[CONTINUED ON FOLLOWING PAGE]

**PASSED AND ADOPTED** this 13th day of January 2026.

**ATTEST:**

**ROOKERY COMMUNITY DEVELOPMENT DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors

**Exhibit A:** District Rules, Policies and Fees

**EXHIBIT A**

District Rules, Policies and Fees

# **ROOKERY COMMUNITY DEVELOPMENT DISTRICT**

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District Rules, Policies and Fees

Adopted \_\_\_\_\_, 2026

---

Rookery Amenity Facilities  
1725 Pearce Boulevard  
Green Cove Springs, FL, 32043

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## **GENERAL DEFINITIONS**

**"Access Card"** – shall mean the identification card issued to Patrons which grants entry into the Amenity Facilities.

**"Amenity Facilities" or "Amenity"** - shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Clubhouse, pool with interactive water feature, fitness room, rentable meeting room, rentable pool pavilion area, covered patios, pickle ball courts, parks/fields, and dog parks together with their appurtenant facilities and areas.

**"Amenity Facilities Policies" or "Policies"** - shall mean these District Rules, Policies and Fees for Rookery Community Development District, as amended from time to time.

**"Amenity Manager"** - shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

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

**"Board of Supervisors" or "Board"** - shall mean the Rookery Community Development District's Board of Supervisors.

**"District"** - shall mean the Rookery Community Development District.

**"District Manager"** - shall mean the professional management company with which the District has contracted to provide management services to the District.

**"Dog Parks"** – shall mean both the small and large District owned Dog Parks

**"Guest"** - shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

**"Non-Resident User"** - shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

**"Patron" or "Patrons"** - shall mean Residents, Non-Resident Users, and Renters who are eighteen (18) years of age and older.

**"Property Owner" or "Resident"** - shall mean that person or persons having fee simple ownership of land within the Rookery Community Development District.

**"Renter"** - shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

## **ROOKERY ANNUAL USER FEE**

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

## **ACCESS CARDS**

- (1) Patrons and Guests can use their Access Cards to gain access to the Amenity Facilities. Upon arrival at the clubhouse or other Amenity Facility, Patrons and Guests will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Guest provide an Access Card to another person to allow him or her to use the Amenity Facilities.
- (2) Each Patron family will receive two (2) Access Cards per lot (not per Patron) upon registration with the District.
- (3) Access Cards are the property of the District and are non-transferable except in accordance with the District's Policies.
- (4) All lost or stolen cards need to be reported immediately to the District. There charge to replace lost or stolen cards is identified in **Exhibit A** attached hereto. Patron with the lost or stolen Access Card will be financially responsible for damages resulting from unreported loss or theft of the access card.

## **GUESTS**

- (1) Patrons bringing a Guest(s) are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) No more than five (5) persons per lot (not per Patron) are permitted as Guests to the Amenity Facilities at one time unless the Patron has reserved a room at the Amenity and has paid the required usage fee. In the event the Patron has rented a room at the Amenity, the number of Guests shall be limited by the room or meeting room maximum pursuant to applicable building codes.

## **RENTER'S PRIVILEGES**

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owner's Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must pay the Annual User Fee and sign the accompanying agreement. A Renter who is designated as the beneficial user of the Property Owner's Amenity privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the behavior of their respective Renter.
- (5) If such individuals reside with the Property Owner, the Property Owner shall be required to add, to the Amenity Facilities Registration Form, the names of all individuals who reside in the Property Owner's home, whether as a result of a rental agreement, lease or any other agreement, and the Property Owner shall be held financially responsible for any and all damage to District property caused by any of the individuals who reside in the Property Owner's home. Such individuals will not be issued additional Access Cards.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

## **GENERAL PROVISIONS**

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

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

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (2) Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities other than at the District Dog Parks.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns or in any way which blocks the normal flow of traffic. Vehicles are not permitted to be parked on District fields or open space.

- (4) Fireworks of any kind are not permitted anywhere at or on District property.
- (5) The Board of Supervisors (as an entity), Amenity Manager and/or the District Manager shall have full authority to enforce these policies.
- (6) Smoking of any kind using any device is not permitted at any Amenity Facilities.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles, including E-bikes, are prohibited on all property owned, maintained and operated by the District.
- (10) The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Clubhouse, parks (including dog parks), pool, athletic fields, playground area, and sidewalks surrounding these areas.
- (12) Events/performances at any of the District's Amenity Facilities, including those by outside entertainers, must be approved in advance by the Amenity Manager.
- (13) Unless permitted otherwise per these policies; alcoholic beverages are not permitted at any District owned facility or property at any time. Events held at the Amenity Facility which serve alcohol must be reviewed and approved by the Amenity Manager.
- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager and/or Amenity Manager.
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) The District Manager and/or Amenity Manager reserve the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- (17) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted on District property.
- (18) All Patrons and Guest shall abide by and comply with any and all federal, state and local laws and ordinances while present on District property and shall ensure that any minor for whom they are responsible also complies with the same.
- (19) Portable grills of all kinds are prohibited at the Amenity Facilities.
- (20) With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenity Facilities. Bathing suits and wet feet are not allowed indoors.

## **PETS**

Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities. Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) must be kept on a leash at all times on property that is owned by the District other than the Amenity Facilities, including, but not limited to the stormwater pond banks. Dogs are allowed within the District Dog Parks subject to the Dog Park rules.

## **AMENITY FACILITY OPERATIONS**

### **Hours**

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

### **Inclement Weather Policy**

Every attempt will be made to remain open during times of inclement weather, however the Amenity Manager or his/her designees reserve the right to temporarily close the Amenity Facilities at any day, at any time due to inclement weather, power outage, or other emergency. Upon declaring the Amenity Facilities closed, Patrons and their Guests must immediately leave the premises. Patrons who do not adhere to the direction of the Amenity Manager or his/her designees is in violation of the District Rules. The Clubhouse is not a designated emergency shelter.

If lightning strikes within 10 miles of the District Amenity Facilities, all outdoor facilities will temporarily close to Patrons and Guests. Temporary closures due to lightning will end when 30 minutes have passed without another strike within 10 miles of the Amenity Facilities. The Amenity Manager may extend the temporary closure at their discretion in the best interests of Patrons and Guests.

### **Emergencies**

After contacting 911 if required, all emergencies and injuries must be reported to the office of the Amenity Manager (phone number ((904) 537-9034) or the office of the District Manager (phone number (904) 436-6270)

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

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

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

## **GENERAL SWIMMING POOL RULES**

### ***NO LIFEGUARD ON DUTY -SWIM AT YOUR OWN RISK***

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Any music playing device and/or televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the Amenity Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol and glass containers are prohibited in the pool, on the pool deck, and in the covered patios.
- (8) Food is prohibited on the pool deck area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) The Amenity Manager and/or their designee(s) is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool or if the equipment causes a safety concern.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (13) The Amenity Manager and/or their designee(s) reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire, swimsuits or board shorts, and/or shirts that are made of dry fit material must be worn in the pool. No street clothes, cut offs or gym shorts are permitted in the pool at any time.
- (16) No chewing gum is permitted in the pool or on the pool deck area.

- (17) The changing of diapers or clothes is not allowed poolside.
- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled watercraft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Tobacco products are not allowed in the pool area.
- (26) Illegal drugs are not permitted.
- (27) The District is not responsible for lost or stolen items.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (29) Food, beverages, glass containers, and animals are prohibited in the pool.
- (30) Pets are generally prohibited. Individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Chapter 413.08, F.S., but the service animal is not allowed to enter the pool water or onto the drained area of an interactive water feature (IWF) in order to prevent a direct threat to the health of pool patrons.
- (31) Only toys intended for use in pools are permitted to be used in the pool and surrounding pool deck area, including the covered patios and rentable Pool Pavilion area.

#### **Swimming Pool: Feces Policy**

- (1) If contamination occurs, the pool will be closed for twelve (12) hours or more as necessary so that remedial measures may be taken to ensure safe swimming conditions in accordance with Department of Health rules.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

## **DOG PARK POLICIES**

### **Eligible Users**

- (1) The Dog Parks are unattended facilities and persons using the Dog Parks do so at their own risk. Voluntary use of the Dog Parks waives any claim or liability against the District resulting from such use of the Dog Parks. Patrons and Guests using the Dog Parks are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with the District Amenity Policies and Rules. Any disregard of these rules may result in suspension or termination of Dog Parks, other Amenity Facilities, or Parking privileges. The district reserves the right to seek reimbursement for damages.
- (2) Patrons and Guests are permitted to use the District Dog Parks between dawn and dusk seven (7) days a week. Guests may only use the Dog Parks when accompanied by a Patron. Persons under the age of 13 must have adult supervision if using the Dog Parks.
- (3) The District reserves the right to close the Dog Parks or sections of the Dog Parks for any reason.
- (4) Only dogs are allowed in the Dog Parks. All other pets are prohibited from the Dog Parks. Dogs shall be up to date on vaccinations prior to entering the Dog Parks and shall have current rabies and applicable license tags clipped to their collars at all times. Dogs that are under four (4) months old; in heat; with fleas or any other skin conditions; or are ill are prohibited from the Dog Parks.
- (5) Dogs must be kept on a leash at all times, unless within the designated “off-leash” areas. Patrons and Guests shall always supervise their dogs and shall not leave their dogs unattended at the Dog Parks.
- (6) All Patrons of the Dog Parks are required to pick up any solid dog waste and dispose of it in a wastebasket. Any user who does not pick up their dog’s waste is in violation of the Amenity Facility rules.
- (7) Dogs exhibiting aggressive behavior are prohibited.
- (8) Spiked collars are expressly prohibited from the Dog Parks.
- (9) Dog toys are expressly prohibited from the Dog Parks.
- (10) Food (including chewing gum) is not permitted within the Dog Parks. Beverages are permitted in the District Dog Parks if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are never permitted.
- (11) Only dogs under thirty-five (35) pounds are permitted in the “small” Dog Park. Any dog over thirty-five (35) pounds are only allowed in the “large” Dog Park.
- (12) Patrons and Guests are required to repair any holes caused by their dog with the fill sand provided. Patrons and Guests are encouraged to prevent their dogs from creating holes in the Dog Parks
- (13) The Dog Parks are open to Patrons and Guests from dawn to dusk.

## **FITNESS TRAINING ROOM POLICIES**

### **Eligible Users**

Patrons and Guests sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time.

### **Food and Beverage**

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

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

## **PICKLE BALL COURT POLICIES**

All Patrons and guests using the Pickle Ball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Rookery Community Development District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Pickle Ball Court equipment may result in the suspension or termination of Pickle Ball Court privileges. Guests may use the Pickle Ball Court if accompanied by an adult Patron.

***Please note that the Pickle Ball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Pickle Ball Court are encouraged to consult with a physician prior to using the facility.***

### **Policies**

- (1) The pickle ball court hours are from 7:00 a.m. until 10:00 p.m. Use of the pickle ball courts is prohibited outside of these hours.
- (2) Proper pickle ball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Persons using the pickle ball court must supply their own equipment (rackets, balls, etc.).
- (4) The pickle ball court is for the play of pickle ball only. Pets, roller blades, bikes, skates, skateboards, scooters, and strollers are prohibited from the pickleball facility.
- (5) Beverages are permitted at the pickle ball court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the pickle ball courts. Alcoholic beverages are not permitted on courts.
- (6) No chairs other than those provided by the District are permitted on the pickle ball courts.
- (7) Two (2) Guests will be permitted to use the pickle ball court per **lot**.

## **RENTAL POLICIES**

### **Meeting Room Rental**

Patrons may reserve the Meeting Room through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Patrons may not reserve the Meeting Room more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed fifty (50) persons for the Meeting Room. Reservations of the Meeting Room are on a first come, first serve basis and are subject to approval by the Amenity Manager. Upon application for use of the Meeting Room the Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Meeting Room will be required to pay the costs associated with the attendant. The Meeting Room will not be available for rental on the following days:

January 1 <sup>st</sup>	Diwali
Easter Sunday	Thanksgiving Day
Memorial Day	December 24 <sup>th</sup>
July 4 <sup>th</sup>	December 25 <sup>th</sup>
Labor Day	December 31 <sup>st</sup>

The Meeting Room is not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day.

The Pool Pavilion Area is not included as part of the Meeting Room Rental and must be kept clear for other Patrons and their Guests.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility. In the event the Patron wishes to cancel the reservation once the reservation has been approved and confirmed by the Amenity Manager, such cancellation must occur at least one (1) week prior to the date of reservation. Any cancellation within one (1) week of the date of such reservation will forfeit its refundable deposit.

A cleanup fee in the amount established by District rule is required for all functions. The Amenity Manager should be contacted to make proper arrangements regarding the reservation of the Room or Meeting Room and to obtain the amounts of the deposit and cleanup fee.

No open burning or campfires are allowed on District Property.

Below are the **policies and guidelines** set forth and agreed upon by the Board and District Manager regarding events in the Meeting Room:

- (1)    Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2)    All applicants will be required to fill out and sign the District Facility Use Application Agreement per the District Manager's office.

- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved by the Amenity Manager to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case-by-case basis (to be reviewed by the District Manager, Amenity Manager, and/or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager and/or Amenity Manager prior to the event.
- (4) Patrons are not allowed to bring or use grills or smokers at the Amenity Facilities.

### **Pool Pavilion Rental**

Residents and Non-Resident Users may reserve the outside Rookery Pool Pavilion area through Amenity Facility staff for private events, etc. for a maximum of four (4) hours per event, between the hours of 9:00 a.m. and 8pm or Dusk (whichever occurs first). The four (4) hour limitation can only be exceeded upon specific authorization from the Amenity Manager. Residents may only rent ONE time slot per day. Residents and Non-Resident Users may not reserve Pool Pavilion more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event for the Rookery Pool Pavilion shall not exceed twenty-five (25) persons. Reservation of the Pool Pavilion is on a first come, first serve basis and is subject to approval by the Amenity Manager. Rentals of both the Meeting Room and the Pool Pavilion simultaneously is not permitted. District Events and Approved Resident Club Events have priority over the rental calendar.

The Pool Pavilion will not be available for reservation on the following days:

January 1 <sup>st</sup>	Diwali
Easter Sunday	Thanksgiving Day
Memorial Day	December 24 <sup>th</sup>
July 4 <sup>th</sup>	December 25 <sup>th</sup>
Labor Day	December 31 <sup>st</sup>

The Pool Pavilion is not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day.

The pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their Guests during normal operating hours. A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility. However, should any Patron or his or her Guest(s) violates any of the policies set forth in this section or the Rookery Rules, Policies and Fees, the event will be immediately cancelled, and the applicable security deposit shall be forfeited. See below for applicable rates. A cleanup fee in the amount established by District rule is required for all functions. The Amenity Manager should be contacted to make proper arrangements regarding the reservation of the Pool Pavilion and to obtain the amounts of the deposit and cleanup fee. See below for applicable rates.

Resident or Non-Resident User making reservations must attend and be present for the event reservation and will be responsible for actions and behavior of their Guest(s).

***NO LIFEGUARD ON DUTY! THE POOLS AND AQUATIC AREAS ARE USED AT YOUR OWN RISK.***

Below are the **policies and guidelines** set forth and agreed upon by the Board and District Manager regarding events on the Pool Pavilion:

- (1) No open burning fires, including grills, is allowed at the District Amenity Facilities.
- (2) No decorations can be adhered to or fastened to exterior of building structures.
- (3) All trash must be disposed of in dumpster.
- (4) No confetti or balloons with confetti are permitted.
- (5) Silly String and water balloons are not permitted
- (6) No alcohol is permitted.
- (7) Glass bottles and containers are prohibited
- (8) Loud Music and speakers are not permitted.
- (9) Use of chalk is not permitted on any surface, including paver deck, tables, or building.

The clean-up and removal of all decorations, trash, tables, party items, etc., must be completed by the end of the paid reservation period.

At the conclusion of the paid reservation time, all guests must vacate the Amenity Facility.

**Schedule of Fees/Deposits:**

- (1) A non-refundable room rental fee for the Meeting Room or Pool Pavilion will be charged as is identified in **Exhibit A** attached hereto. A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Rookery Community Development District" and submitted to the Amenity Manager's Office.
- (2) A non-refundable room rental fee for the Meeting Room or Pool Pavilion will be charged as is identified in **Exhibit A** attached hereto. A final guarantee of the number of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Rookery Community Development District" and submitted to the Amenity Manager's Office.

Parties held in the Meeting Room Area are not allowed to utilize the pool during the scheduled time for the event. Absolutely no wet clothing or towels are allowed in the Meeting/Gathering room.

Parties held on the rentable Pool Pavilion are allowed to utilize the pool during the scheduled time for the event, however no wet clothing or towels are allowed in any indoor area of the Clubhouse, including the Meeting Room.

- (3) A refundable security deposit of \$250.00 shall be charged to the persons making the reservation and shall be submitted to the Amenity Manager's Office in the form of a

separate check (which shall be made payable to the "Rookery Community Development District"). To receive a full refund of the deposit, the following must be completed:

1. Ensure that all garbage is removed and placed in the dumpster.
2. Remove all displays, favors or remnants of the event. (No adhesives permitted on walls or windows)
3. Wipe off and restore the furniture and other items to their original position.
4. Wipe off counters, table tops and sink area.
5. Ensure that no damage has occurred to the Meeting Room, Pool Pavilion, and the surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any.

### **Indemnification**

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, whether whole or in part, the renter's use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

### **FISHING AND LAKE POLICY**

Patrons and Guests thirteen (13) years of age and older may fish in the lakes/retention ponds within the District. No children under the age of thirteen (13) are allowed on the pond banks within the District at any time, unless accompanied by an adult. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies.

The District requests that everyone respect your fellow neighbor/property owner and access the lakes/retention ponds through the proper access points. Trespassing through privately owned property is not permitted, and Patrons and Guests are prohibited from fishing in privately owned ponds. No watercraft except authorized maintenance vehicles are allowed in the lake/retention ponds. Any violation of this policy will be reported to the local authorities.

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

Swimming is prohibited in all lakes/retention ponds within District boundaries.

## **PARKING AND PARKING ENFORCEMENT POLICY**

The District finds that parked vehicles or vessels (hereinafter defined) on certain of its property overnight (hereinafter defined) cause hazards and danger to the health, safety, and welfare of District residents, paid users, and the public. This policy is intended to provide the District with a means to remove vehicles and vessels from District designated tow away zones consistent with this Policy and as indicated on **Exhibit B** and **Exhibit C** attached hereto.

### **Parking Rules Definitions**

**“Commercial Vehicle”** – shall mean any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.

**“Vehicle”** – shall mean any mobile item which normally uses wheels, whether motorized or not.

**“Vessel”** – shall mean every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

**“Parked”** – shall mean a Vehicle, Vessel or Commercial Vehicle left unattended by its owner or user.

**“Tow-Away Zone”** – shall mean any District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

**“Overnight”** – shall mean between the hours of 10:00 p.m. and 6:00 a.m. daily.

**“Overnight Parking Permit”** – shall mean a District issued permit to park in designated District Tow-Away-Zones and is further described herein.

### **Designated Parking Areas**

Vehicles may not be parked at the District’s Clubhouse between the hours of 10:00 p.m. and 6:00 a.m. in the areas depicted in **Exhibit B**, attached hereto and incorporated herein by reference, without an approved overnight parking permit as set forth herein. Parking of any vehicle or vessel is prohibited 24 hours a day, 7 days a week, in the areas within the District’s boundaries depicted in **Exhibit C**, attached hereto and incorporated herein by reference.

### **Establishment of Tow Away Zones**

The areas set forth in **Exhibit B** and **Exhibit C** are declared Tow Away Zones.

### **Overnight Parking Permits**

Patrons may apply for an “Overnight Parking Permit” which will allow such Patron to park in the Tow-Away Zones depicted in **Exhibit B** after-hours, and overnight. All Overnight Parking Permits are issued in the sole and absolute discretion of the District and as such, any decision of the District to issue or deny the issuance of same shall be deemed final. Overnight Parking Permit requests will be granted in accordance with the following:

- (1) Permits may not exceed seven (7) consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen (14) nights per year for one vehicle, as identified by the vehicle’s license plate number.

- (2) Residents and Paid Users interested in an Overnight Parking Permit may submit a request to the District Manager, Amenity Manager, or their designee which includes the following information:
  1. The name, address, and contact information of the owner of the vehicle to which the permit will be granted;
  2. The make/model and license of the vehicle to which the permit will apply;
  3. The reason and special terms (if any) for the Overnight Parking Permit;
  4. The date and time of the expiration of the requested Overnight Parking Permit.
- (3) It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals will result in the towing and/or removal of the Vehicle from the District's property. Improperly permitted Vehicles parked in the Tow-Away Zones will be subject to towing.
- (4) The Overnight Parking Permit must be displayed on the bottom left side of the Vehicle windshield.
- (5) Vessels shall never be parked in the Overnight Parking area and will not receive Overnight Parking Permits.

### **Vendors/Contractors**

The District Manager, Amenity Manager and/or their designees may authorize vendors/consultants in writing to park company vehicles in order to facilitate District business. All vehicles authorized to do so must be identified by an Overnight Parking Permit.

### **Towing/Removal Procedures**

- (1) Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- (2) To effect towing/removal of a Vehicle or Vessel, the District Manager, Amenity Manager, or their designee must verify that the subject Vehicle was not authorized to park under this rule and then must contact a firm authorized by Florida law to tow/remove the Vehicle(s) for the removal of such unauthorized vehicle at the owner's expense. The Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*.
- (3) The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized Vehicles and in accordance with Florida law and with the policies set forth herein.

### **Parking at Own Risk**

Vehicles and Vessels may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism, and/or damage that might occur to personal property and/or to such vehicles or vessels.

**Exhibit B – No Overnight Parking – Tow Away Zone**

**Exhibit C – No Parking 24/7 – Tow Away Zone**

## **RULES RELATING TO SUSPENSION AND TERMINATION OF PRIVILEGES**

1. **Introduction.** These rules address disciplinary and enforcement matters relating to the use of the Amenity Facilities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District Rules, Policies and Fees General Definitions section.
2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with, and shall comply with, the District Rules, Policies and Fees.
3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenity Facilities privileges of any person to use the Amenity Facilities for any of the following behavior:
  - a. Submits false information on any application for use of the Amenity Facilities;
  - b. Permits the unauthorized use of an Access Card or other access device;
  - c. Exhibits unsatisfactory behavior, deportment or appearance;
  - d. Fails to pay amounts owed to the District in a proper and timely manner;
  - e. Fails to abide by any District rules or policies (e.g., Amenity Rules and Policies);
  - f. Treats the District's supervisors, staff, amenity facilities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
  - g. Damages or destroys District property; or
  - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenity facilities management, contractors, or other representatives, or other residents or Guests.
  - i. Engages in criminal activity or in activity that results in law enforcement involvement
4. **Authority of Amenity Manager.** The Amenity Manager or his or her designee has the ability to remove any person from one or all Amenity Facilities if any of the above- referenced behaviors are exhibited or actions committed. The Amenity Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Amenity Facilities for a period not to exceed thirty (30) days.
5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Amenity Facilities for a period greater than thirty (30) days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

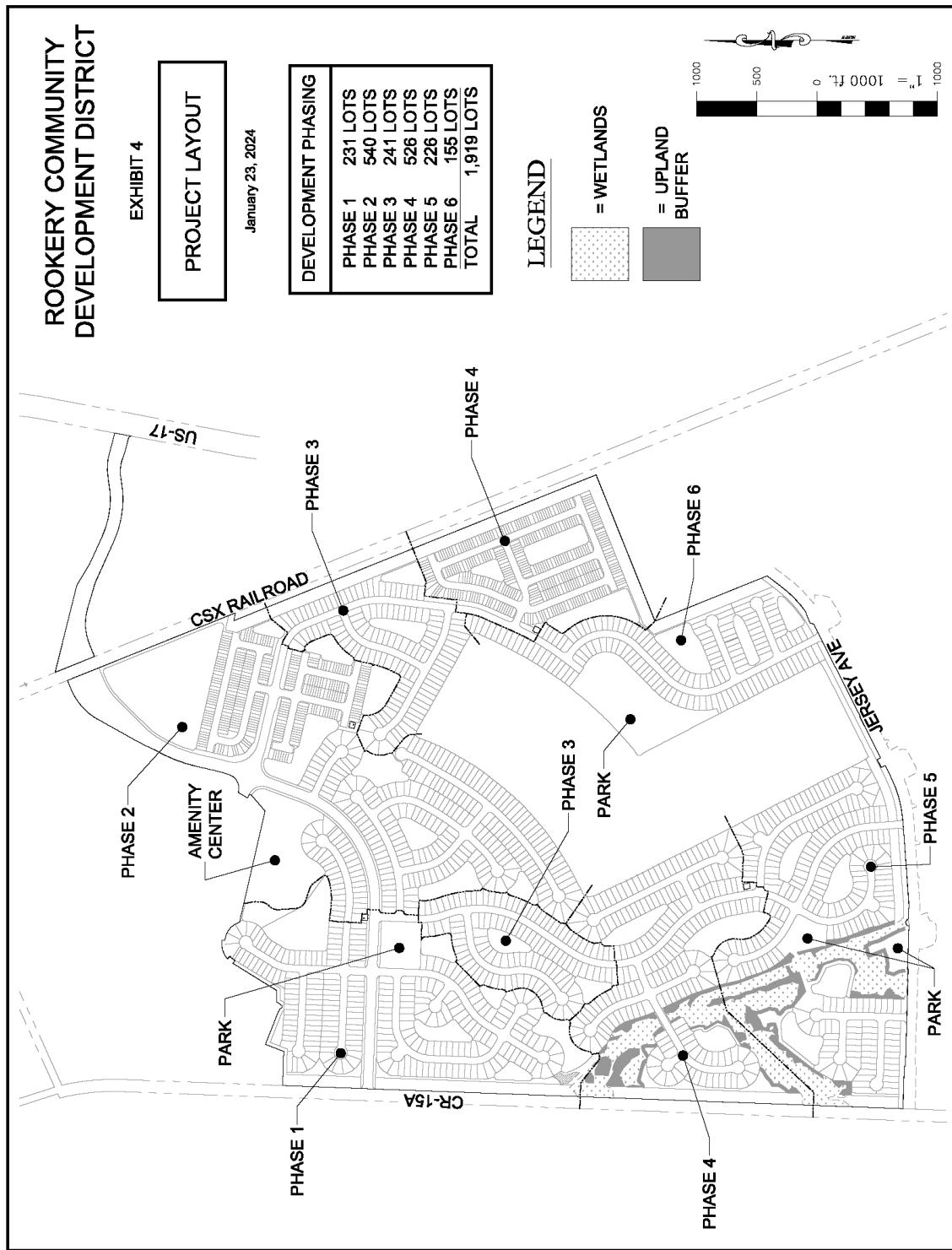
6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.
7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.
8. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**EXHIBIT A**  
**AMENITY FEES**

Non-Resident Annual User Fee	\$4,000.00
Access Card Replacement Fee	\$25.00
Meeting Room (50 Guest Maximum) and Pool Pavilion (25 Guests Maximum) Rental Fee	\$150.00
Security Deposit for Pool Pavilion or Meeting Room Rental	\$250.00

**EXHIBIT B**  
**NO PARKING 24/7 – TOW AWAY ZONE**

All roadside right-of-way which impedes motor vehicle traffic, common areas, grass areas, and park areas are subject to enforcement



**EXHIBIT C**  
**NO OVERNIGHT PARKING – TOW AWAY ZONE**  
Includes the shaded areas

