

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT ADOPTING RULES AND REGULATIONS REGARDING THE USE OF DISTRICT FACILITIES AND PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University Park Recreation District (“District”) was recently established by the Manatee County Commission, Florida, effective August 2, 2018; and

WHEREAS, in November, 2019, the District acquired the University Park Country Club (“Country Club”) and has begun operating and maintaining the Country Club; and

WHEREAS, pursuant to Chapters 120 and 418, Florida Statutes, and Manatee County Ordinance 18-29, the University Park Recreation District through its Board of Supervisors may adopt rules and regulations regarding usage of District property and facilities; and

WHEREAS, on February 14, 2020, the Board adopted rules and regulations related to the usage of District property; and

WHEREAS, the Board desires to amend the rules and regulations regarding the usage of District property; and


WHEREAS, the Board has held a public hearing on Rule 2024-01 beginning on April 12, 2024, and considered the proposed Rule 2024-01, and now desires to adopt said Rule 2024-01.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE UNIVERSITY PARK RECREATION DISTRICT:

1. **ADOPTION OF RULE 2024-01.** Rule 2024-01, which is attached hereto and incorporated herein by reference, is adopted, and amends the Rules and Regulations for the use of District Facilities and Property. The amendment does not include amendments to rates and fees.
2. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 4th **DAY OF** June, 2024.

ATTEST:


Secretary

**UNIVERSITY PARK
RECREATION DISTRICT**

By: 
Sally Dickson, Chair

UNIVERSITY PARK RECREATION DISTRICT RULE NO. 2024-01

A RULE OF THE UNIVERSITY PARK RECREATION DISTRICT AMENDING THE RULES AND REGULATIONS FOR THE USE OF DISTRICT FACILITIES AND PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the University Park Recreation District desires to amend the rules and regulations regarding the use of the University Park Recreation District facilities and property.

NOW THEREFORE BE IT ADOPTED by the University Park Recreation District:

1. **RULES AND REGULATIONS FOR THE USE OF DISTRICT FACILITIES AND PROPERTIES.** The University Park Recreation District Board of Supervisors hereby amends the rules and regulations relating to use of University Park Recreation District facilities and property, as attached hereto as Exhibit "A". The Rules and Regulations, excluding any rates or fees, have hereby been amended in their entirety, by this Rule 2024-01.
2. **RATES AND FEES.** The Rates and Fees approved under Rule 2020-01, as may have been amended from time to time, are not amended with this Rule 2024-01 and remain in effect until such time as they are amended by the Board of Supervisors of University Park Recreation District.
3. **EFFECTIVE DATE.** This Rule shall become effective immediately upon adoption.


PASSED AND DULY ADOPTED, with a quorum present and voting, by the University Park Recreation District on this 4th day of June, 2024.

UNIVERSITY PARK RECREATION DISTRICT



Sally Dickson, Chairman

ATTESTED BY:



Secretary

University Park Recreation District

Continued Public Hearing on
the Adoption of Revision to
the Rules & Regulations

May 23, 2024

UNIVERSITY PARK RECREATION DISTRICT



RULES AND REGULATIONS

JUNE, 2024

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TABLE OF CONTENTS

Preamble	1
General Club Rules	1
Applications For Membership.....	4
Membership Cards	4
Member Dues and Charges	4
Mailing Addresses	5
Membership Correspondence	5
Club Services and Activities.....	5
Member Participation	6
Discipline	6
Suspension, Resignation or Termination of Membership.....	7
Loss or Destruction of Property or Personal Injury	8
Reservations and Cancellations	8
Gratuities.....	9
Children.....	9
Attire	9
Guest Privileges	11
Activity Specific Rules, Regulations and Procedures	12
General Golf Rules & Regulations	13
Hours of Play	15
Golf Starting Times.....	15
Registration	15
Practice Range.....	15
General Golf Cart Rules	16
Personal Golf Cart Rules	17
Handicap Flags.....	18
Handicaps	18
Golf Course Etiquette.....	18
General Racquets Guidelines	20
Court/Ball Machine Reservations	20
Court Check-In.....	20
Guests	20
Membership	21
Racquet Facility Important information	21
Racquet Facility Rules	21
Court Control – Inclement Weather.....	21
General Fitness Rules	23

PREAMBLE

The Rules and Regulations of University Park Recreation District and the University Park Country Club (the “Club”) are designed to protect the rights and privileges of the members of the Club, their families, and guests and to protect the facilities of the Club (the “Club Facilities”), thereby insuring the best utilization and enjoyment for everyone.

These Rules and Regulations amend and replace the 2020 Rules and Regulations which were adopted as part of Resolution 2020-01 and these updated Rules have been adopted as of May ___, 2024, by University Park Recreation District (the “District”) owner and operator of the Club. The District was created as a recreation district pursuant to the Chapter 418, Part II, and Chapter 189, *Florida Statutes*,

These Rules and Regulations have been formulated to acquaint the members of the Club with the services available to them and the proper utilization of the Club Facilities. These Rules and Regulations are intended to be a guide to the use of the Club Facilities. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare, and enjoyment of the members, their families, and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a respectful and congenial manner consistent with good taste.

GENERAL CLUB RULES

1. Members, their families, and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Club shall permit non-members to utilize the Club Facilities on the terms, times, and fees as the Club may establish, in its sole discretion, from time to time.
3. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs.
4. Members and other persons utilize facilities of the Club with the understanding that such activities are undertaken at their own risk. It is the responsibility of each person using the Club facilities to consult with his or her physician about the appropriateness of such person’s use of the facilities. **ALL PERSONS USING THE CLUB FACILITIES DO SO AT THEIR OWN RISK AND ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR PERSON, HEALTH, OR PROPERTY RESULTING FROM USE OF THE CLUB FACILITIES.**
5. Speakers, entertainers, and performances or presentations of any kind will be permitted on the Club Facilities only with the permission of the General Manager, or the General Manager’s designee (hereinafter collectively “General Manager”).
6. Dining room activities for groups will be permitted only with the permission of the Club.

7. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. The General Manager reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
8. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted by the General Manager.
9. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse, tennis and fitness facilities, or other designated areas of the Club only with the permission of the General Manager.
10. Commercial advertisements shall not be posted or circulated within the Club Facilities, nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the General Manager. Other than as permitted in writing by the General Manager, no petition shall be originated, solicited, circulated, or posted on Club property.
11. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.
12. It is contrary to the Club's policy to have its facilities used for functions or fund-raising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities, except as may be approved by the Club.
13. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.
14. Dogs or other pets (with the exception of registered service animals assisting persons with disabilities) are not permitted within the Club Facilities or outdoor dining areas (including firepits, etc.), except with the permission of the General Manager. Club personnel may ask whether a service animal is required for your disability and about the work the animal has been trained to perform. To facilitate efficient and appropriate seating, the dining room should be advised of service animal accompaniment, in advance if possible. Service animals should wear a vest or indicia whenever possible. Service animals are not to be fed anywhere within Club Facilities or outdoor dining areas..

Emotional support animals, regardless of registration, are not permitted within any of the Club Facilities or outdoor dining areas.

Dogs and other animals ("dogs/pets") are not permitted on any recreational facilities (golf course, cart paths, practice areas, tennis courts, pickleball courts, croquet pitch, etc.) and adjacent player and spectator areas.

Where dogs/pets are permitted on the grounds, they must be on a leash. They may be walked on sidewalks and in or through parking areas. All persons must pick up after their dogs/pets and are responsible for damage caused by any dogs/pets owned by the member or under the member's control.

15. If a member has a complaint, criticism, or suggestion it should promptly be brought to the attention of the manager on duty at the time for consideration and resolution.
16. All formal complaints, criticisms, or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed, and addressed to the General Manager.
17. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the General Manager. No member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.
18. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.
19. Smoking is not allowed inside any of the Club's buildings including the locker rooms, rest rooms, restaurants, and pro shops. Smoking is not permitted in outdoor areas adjacent to recreational or dining facilities. Smoking is permitted outdoors only in designated areas. This includes cigarette, cigar, pipe smoking and vapor/e-cigarettes.
17. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
18. As the Club serves alcoholic beverages, which may be carried anywhere on Club premises, firearms, and all other weapons of any kind, are not permitted on Club property, provided, however, weapons may be carried to the extent permitted Chapter 790, Florida Statutes.
19. Use of the Club Facilities may be restricted or reserved from time to time by the Club.
20. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.
21. The personnel of the Club will have full authority to enforce these Rules and Regulations, and any infractions will be reported to the management of the Club.
22. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, sexual orientation, national origin, age, handicap, or marital status.

APPLICATIONS FOR MEMBERSHIP

All applications for membership in the Club shall be made pursuant to a written application form prescribed by the Club. An application shall be signed by the applicant and directed to the Membership Director of the Club. An interview with an applicant may be required at the discretion of the Membership Director. Applications for membership are subject to approval by the General Manager and may be placed on a waiting list if membership limitations are in effect. Membership may be denied for those applicants who have felony convictions or who may be disruptive to Club operations, in the Club's sole discretion; provided, however, the Club shall not deny membership based on race, gender, religion, national origin, age, sexual orientation or disability.

MEMBERSHIP CARDS

1. The Club will issue a membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name, club account number, and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of 10 or over the age of 22. Membership cards may be requested by Club employees to confirm membership, access to facilities, and at point-of-sale transactions.
2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.
3. In the event of a lost or stolen membership card, the Club must be notified immediately. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the club account number is changed.
4. Each member may receive such identification decals and other insignia as the Club may from time to time designate and shall display such insignia as required by the Club.

MEMBER DUES AND CHARGES

1. Members' dues will be billed on a monthly or annual basis, in advance, unless otherwise determined by the Club.
2. A member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash and credit card payments may or may not be permitted as determined by the Club from time to time.
3. All food, beverage, merchandise, and services of the Club charged to the member's club account will be billed monthly, and each member's club account shall be due and payable upon receipt of the monthly statement.

4. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees, and other charges and liabilities associated with the membership.
5. If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including, without limitation, suspension or termination of a membership or legal action. If the Club commences any legal action to collect any amount owed by a member or to enforce any other liability of a member to the Club and if judgment is obtained by the Club, the member shall be liable for all costs and expenses of the Club in connection with such legal action, including reasonable attorneys' fees for trial and appellate proceedings, and court costs.

MAILING ADDRESSES

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her current mailing address and email address. A member shall be deemed to have received notices from the Club one (1) day after an email is sent and five (5) days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.

MEMBERSHIP CORRESPONDENCE

Complaints or suggestions concerning the management, service, or operation of the Club should be in writing, signed by the member, and addressed to the General Manager. Errors in billing charges should be directed to the attention of the Accounting Department.

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural, and recreational events in which all members are encouraged to participate.
2. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.
4. Special events and functions may be scheduled from time to time at the discretion of the Club.

MEMBER PARTICIPATION

1. The Club welcomes member suggestions to improve and enhance the member experience.
2. The Club may, from time to time, establish advisory groups as it may deem necessary or appropriate. Each such advisory group shall have those powers and duties assigned to it by the Club and shall exercise such powers, and discharge such duties, subject to the continuing approval and control of the Club.
3. Members are encouraged to offer suggestions to Club and District management and to participate in formal or ad hoc teams, or groups of members, to exchange ideas and perspective and make suggestions or recommendations. All such member engagement and efforts are done as volunteers without compensation of any kind for any services provided. No member may be employed or contracted to provide goods or services to the Club, or be employed by, or have a family member employed by, the Club without the prior written consent of the Chair of the District.
4. The use of the Club Facilities by any member or other person shall be at such member's or other person's own risk. Each member releases the Club, the District, and their respective affiliates, shareholders, partners, directors, officers, members, employees, representatives, and agents (collectively, the "Released Parties") from, and shall indemnify the Released Parties against, any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, for bodily injury, death, or damage to, or loss of use of, property (including loss of use resulting from theft) arising out of or resulting from the use of the Club Facilities by such member or his family members or guests, unless caused by the gross negligence or willful misconduct of the Released Parties. Any member shall have, owe, and perform the same obligation to the Released Parties hereunder in respect to any such claims, damages, losses, or expenses sustained or incurred by any of such member's guests or family members.

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony, or good reputation of the Club or its members or is otherwise improper may be reprimanded, fined, suspended, or expelled from the Club and may have all privileges associated with the membership suspended or terminated by the Club. The General Manager, who may be advised by a group of residents which have been selected by the General Manager, shall be the judge of what constitutes improper conduct, but improper conduct will include, without limitation, (i) failing to pay any amount owed to the Club in a proper and timely manner, (ii) failing to abide by these Rules and Regulations, (iii) abusing Club personnel or employees, or (iv) acting in a manner incompatible with the standard of conduct of the existing membership or (v) which would likely injure the reputation of the members or the Club.
2. Within ten (10) days of receiving notice from the General Manager regarding improper conduct, and associated discipline, any member who wishes to appeal the determination of the General

Manager shall submit a written appeal to the General Manager (with a copy to the District Manager), who shall schedule an appeal hearing before the Board of Supervisors for the District. The hearing shall be held as promptly as reasonably possible.

3. The Club may restrict or suspend some or all of a member's, family member's, or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family member or guest is improper, the Club may terminate the membership, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family member or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any membership initiation fees, dues, or other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
4. Notwithstanding the foregoing paragraphs: (a) the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership for any conduct deemed by the Club, in its sole discretion, egregious; and (b) after notice, terminate a member's membership for failure to pay in a proper and timely manner dues, fees, or other amounts owed to the Club.
5. All membership privileges shall cease upon termination of membership. A person whose membership has been terminated shall be obligated to continue to pay dues until the end of the membership year.

SUSPENSION, RESIGNATION OR TERMINATION OF MEMBERSHIP

1. All initiation fees and dues are paid with the understanding that they are non-refundable and non-creditable.
2. In the event of a member undergoing a medical procedure (e.g., surgery) that will render them unavailable for activities at their level of membership (e.g., golf or racquets), may receive a temporary downgrade and a credit (not a refund) of the dues differential. A physician's note or letter listing the period of incapacity is required. This benefit may only be used once.
3. In the event of the dissolution of a Family Membership (divorce or other separation of the individuals at the same residence) the Membership Director shall consider attribution of the Membership initiation fees and dues as prescribed by any relevant agreements and the intent each party to retain a membership in the Club, in the case of lack of relevant agreement, the attribution of membership fees will be allocated equally.
4. In the event of a resignation of a member, who is moving more than 50 miles from University Park, a refund of unearned dues may be made after all other financial obligations (e.g., monthly charges) to the Club have been satisfied. In the event of a resignation of a member who is moving less than 50 miles from University Park, no refund will be made.
5. In the event of death of a Member during the membership year, a refund or credit of dues may be approved by the Membership Director.

6. Members terminated for disciplinary reasons, failure to pay dues or fees, or other causes, shall not receive any refund or credit of any kind, and are obligated to pay dues until the end of the membership year.

LOSS OR DESTRUCTION OF PROPERTY OR PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the Club Facilities for six months or more without payment of applicable storage fees may be sold by the Club, with or without notice, at a public or private sale or may be otherwise disposed of. The proceeds, if any, of such sale or disposition may be retained by the Club.
2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization. Every member of the Club shall be liable for any property damage caused by the member or the member's guest or family member. The cost of such damage shall be charged to the responsible member's club account.
3. Any member, family member, 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 Club, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged, sponsored, or permitted by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the Club, the Club Owner, and their respective affiliates, shareholders, partners, directors, officers, members, employees, representatives, and agents (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage, or liability sustained or incurred by him or her resulting therefrom or arising out of or incident to membership in the Club and use of the Club Facilities, unless caused by the negligence or willful misconduct of the Indemnified Parties. Any member shall have, owe, and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage, or liability sustained or incurred by any of such member's guests or family members.
4. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged, sponsored, or permitted by the Club or in connection with any other claim or matter pertaining to membership in the Club and fail to obtain judgment therein against any one or more of them, such party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

RESERVATIONS AND CANCELLATIONS

1. Dinner reservations may be required as determined by the General Manager. Members are asked to assist in maintaining required service levels by making reservations for dining prior to

5:00 p.m. on the day involved. Reservations for parties of more than 10 persons will be accommodated on an "as available" basis. A minimum 24-hour notice is requested for parties of more than 10 persons, and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

2. Reservations are required for most social activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.
3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first call, first-choice basis. Reservations for special tables will not be accepted.
4. Reservations for dining will be held for only 15 minutes after the reserved time.
5. No member or committee shall plan or set dates for activities in the dining room, the Varsity Club or on other club grounds without prior approval of the Club.

GRATUITIES

1. For the convenience of all members, a gratuity percentage, as determined from time to time by the General Manager, may be added to all food and beverage sales. A member may change the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity, as the member deems appropriate.
2. It is customary for the Club to send a letter providing an opportunity for members to make a suggested contribution to a Holiday Fund for all Club employees. Payment of such contribution will be voluntary and will be included on the contributing member's November bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

CHILDREN

1. Unless permitted by the Club, children under 12 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.
2. Children under the lawful drinking age are not permitted in any bar or lounge unless accompanied by an adult.
3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

ATTIRE

It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere of the Club. Ladies and gentlemen are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when at the Club.

Although individual dress preferences of members ordinarily will be respected within the limits of good taste, the Club may publish dress requirements from time to time. These dress requirements apply to all ladies, gentlemen, and children of all ages. Members are expected to advise their guests of the dress requirements when using the Club Facilities.

Golf Attire – Proper golf attire is required for all players on the golf course and the driving range. Improperly dressed golfers will be asked to change before playing. Anyone in doubt concerning his or her attire should check with the Golf Professional before starting play. Proper attire shall mean the following:

Men: Men will be expected to wear shirts with sleeves. Mock turtle necks are permitted. Tee shirts and tank tops are not permitted. Shirts should be tucked into trousers or shorts, except for shirts which are hemmed and intended to be worn on the outside of trousers or shorts. Bermuda shorts are acceptable, but tennis, swim, jogging, athletic, denim, cargo, or other type shorts of similar appearance are not acceptable. Jeans are not permitted on the course at any time.

Women: Dresses, skirts, slacks, skorts, and mid-length shorts are considered appropriate attire. Golf shirts that are sleeveless must have a collar; golf shirts with sleeves do not need a collar. Halter tops, tee shirts, mesh shirts, cut-offs, sweat pants, warm-up suits, denim shorts, blue jeans, swim wear, tennis outfits, short shorts, gym shorts, or other athletic outfits are not permitted. Jeans are not permitted on the course at any time.

Golf Shoes: Appropriate golf shoes are required for all golfers. Football, soccer, or other large knobby spike shoes are not allowed. Tennis shoes or other soft sole shoes are acceptable, subject to the approval of the Golf Professional. The Club is a soft spike facility, and metal spikes are not permitted.

Tennis Attire – Colors are permitted. Tennis clothing should be made specifically for playing tennis. Examples of attire not permitted are as follows: Tee shirts with graphic designs that do not depict tennis, undershirts, halter tops, fishnet shirts, cut-offs, Bermuda shorts, denim shorts, blue jeans, bathing suits, gym shorts, slacks, and walking shorts. Regulation tennis shoes, primarily white, are required at all times. Tennis shoes with flat soles are required; no cross training or running shoes allowed. Proper attire as identified above and as determined by the Director of Racquets is required at all times.

Pickleball Attire – Colors are permitted. Pickleball clothing should be made specifically for playing pickleball or tennis. Examples of attire not permitted are as follows: Tee shirts with graphic designs that do not depict tennis or pickleball, undershirts, halter tops, fishnet shirts, cut-offs, Bermuda shorts, denim shorts, blue jeans, bathing suits, gym shorts, slacks, and walking shorts. Regulation tennis/pickleball shoes, are required at all times. Tennis/pickleball shoes with flat soles are required; no cross training or running shoes allowed. Proper attire as identified above and as determined by the Director of Racquets is required at all times.

Croquet Attire – Attire for playing on the greensward will be white only. Pocket crests are acceptable. Exceptions may be made by the Director of Racquets.

Fitness Attire – Proper gym attire is required for all users of the fitness facilities. Casual workout attire, including tee-shirts, tank tops, gym shorts, and warm-up pants for men and leotards, tights, tee-shirts, tank tops, gym shorts, and warm-up pants for women, is acceptable. Only aerobic or court shoes may be worn at the fitness facilities and the aerobics area. No other type of clothing will be permitted without specific approval of the Director of Fitness. No black-soled shoes shall be permitted at the fitness facilities. No jeans or cut-off shorts, no ripped or torn clothing, and no swimsuits will be allowed in the exercise area. Tennis shoes, if worn, should be cleaned of Har-Tru from the tennis courts.

Dining Attire – Appropriate golf, tennis, pickleball and croquet attire is permitted in all dining venues during those hours of the day that those sports are being played. When dining after sports participation, members must consider their post-activity appearance and hygiene, and its impact on other members. Dining room staff will direct affronting members to appropriate outdoor seating areas or may deny seating or bar attendance.

Denim is permitted in any color in the Café and Varsity Club during all open hours. Blue denim attire may not be bleached, frayed, tattered or torn, unless specifically designed and manufactured for that appearance.

Dirty or stained attire, or attire which displays a potentially offensive logo or slogan is not permitted at any time.

Except for blue denim dresses, skirts, shirts, and jackets in good condition and free from rips and tears, no blue denim attire is permitted in the Grille or Lakeside Rooms at any time. Dressy denim slacks in any color other than blue are permitted. An acceptable shirt for gentlemen is a collared shirt, raised crew neck, or turtleneck and sleeves. Trousers or dressy shorts are the recommended apparel for dining during the evening hours. Shirts should be tucked into trousers or shorts, except for shirts which are hemmed and intended to be worn on the outside of trousers or shorts. Hats, visors, or other headwear are not permitted, except for women wearing headwear as it pertains to their outfit.

Specific events may further restrict or relax these dress codes. The General Manager will have sole discretion in these matters.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. The Club may establish from time to time the rate of the daily guest fees and charges. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. Guest usage of the Club Facilities may be limited by the Club, in its sole discretion, including limitations on the number of times during which a

guest may play on the golf course, on the racquets courts, or attend dining or social events is permitted.

ACTIVITY SPECIFIC RULES, REGULATIONS AND PROCEDURES

The Club has established rules of procedure, conduct and operations for each of the supported sports activities. As of the date of these Rules and Regulations there are three (3) activities with sport specific rules, they are Golf, Racquets, and Fitness. These rules are delineated in Exhibits A, B and C, attached, which may be suspended or modified temporarily to accommodate member experience, facility conditions or special events by the General Manager.

EXHIBIT A

GENERAL GOLF RULES & REGULATIONS

1. The Rules of Golf as adopted by the USGA, together with the Rules of Etiquette as adopted by the USGA, shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.
2. "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.
3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
4. Speed of play: It is the goal of all players to complete their round in less than four hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. A group's place on the golf course is directly behind the group in front. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players' enjoyment. If a group is more than 1 hole behind, the ranger has the authority to ask the group to pick up their balls and move to the next hole without playing out the hole. If the players are still unable to keep proper pace, they may be requested to leave the course.
5. Members who exhibit a habitual pattern of slow play will be notified by the Director of Golf that they must be more conscious of their pace of play, and the Director of Golf will suggest ways to improve the pace of play. If a person is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

If players stop between nines for any reason, they must occupy the next tee before the following tee time of players arrive at the tee. If they do not reach the tee in time, the following group has the right to play through.

6. All tournament play must be approved in advance by the Director of Golf.
7. Players should enter and leave bunkers from the back (or lowest level) of the trap. Smooth out sand when leaving and leave the rake in the trap.
8. Players must repair all ball marks on the green.
9. Players must repair all divots.
10. Searching for balls other than those played by members of the group is not allowed on the golf course at any time.

11. Each player must have his or her own set of golf clubs.
12. Proper golf attire is required for all players, as previously described on the club website.
13. If lightning is in the area, all play shall cease. Although the pro shop staff may warn players about lightning in the area of which it is aware, the Club does not assume any duty to detect lightning and warn players. If Club personnel warn players about potential lightning in the area, players must stop play immediately.
14. Jogging, bicycling, fishing, or recreational walking is not permitted on the golf course at any time.
15. Cellular telephones may be used on the golf course (golf applications). Texting and phone use is discouraged except when necessary. Please set your phone to vibrate.
16. No ice chests or beverage coolers are permitted on the course unless the food and beverage items contained therein have been purchased by the Club. Member carts with coolers are exempt.
17. "Discontinued Play" Policy: If fewer than seven holes have been played, players will receive a full 18-hole credit; if fewer than 12 holes have been played, players will receive a 9-hole credit.
18. In the event of a frost delay, players will not be allowed on the golf course, range, or practice greens until the Golf Course Maintenance Department re-opens the golf course. All tee times during the delay will be canceled and every attempt will be made to give players with canceled tee times a later tee time. At such time as the Golf Course Maintenance Department re-opens the golf course, the Golf Professional will assign new tee times to all players with canceled tee times. Players will not be allowed re-entry to the golf course without presentation of documentation from the golf pro shop with assignment of a new tee time. The starter does not have the authority to assign new tee times.
19. Twosomes may play at the discretion of the pro shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.
20. Twosomes and singles reservations shall be grouped with other players, if available, at the discretion of the pro shop.
21. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.
22. Groups of five or more players shall only be permitted on the golf course with the permission of the pro shop.

HOURS OF PLAY

The hours of play and pro shop hours shall be posted in the pro shop. The pro shop shall determine when the golf course is fit for play.

GOLF STARTING TIMES

1. All players must have a starting time reserved through the Club's automated system or the pro shop staff depending on availability and membership level.
2. Starting time changes must be approved by the pro shop.
3. Members should notify the pro shop of any cancellation as soon as possible. Players who fail to cancel their starting time 24 hours prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club.

REGISTRATION

1. All members must register before the beginning of the play.
2. Failure to check in and register fifteen minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

PRACTICE RANGE

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the General Manager's discretion.
2. Range balls are for use on the practice range and may not be used on the golf course or the putting green.
3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
5. Proper golf attire is required at all times on the practice range.
6. Hand bag ball shaggers are not permitted and private practice balls are not permitted.
7. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

1. The use of a golf cart is mandatory. Two persons/golfers per cart is required for twosome/foursome players.
2. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration.
3. Golf carts may only be used on the golf course when the course is open for play.
4. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license or learner's permit.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Pull carts are not permitted.
7. All golf cart traffic signs must be obeyed.
8. Golf cart paths must be used where provided. Drivers should not enter the fairway until clearing the tee area and exit before the green complex. Stakes and cart signs denote acceptable areas to drive.
9. Soft areas on fairways, especially after rains, must be avoided, and roughs should be used whenever possible.
10. A golf cart must never be driven through a hazard.
11. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. The cost of repair to a golf cart which is damaged by the member, a family member, or a guest of the member shall be charged to the member. Each operator of a golf cart shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart and shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.
12. Each member accepts and assumes all responsibility for liability connected with operation of a golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to operation of a golf cart by the member or the member's family member or guest.
13. "Course closed" or "hole closed" signs are to be adhered to without exception.
14. Violations of the golf cart rules may result in loss of golf cart privileges or playing privileges, or both.
15. Club golf carts are not to be used off the course, on any nature trail, or within any of the residential areas.

PERSONAL GOLF CART RULES

1. Members who reside in University Park are permitted to own and operate their own golf carts.
2. All personal golf carts must match the make, model, and color criteria as established by the Club at its sole discretion. Any additional options must be approved by the General Manager in advance. Any additions or options added without approval that do not meet the established criteria must be removed, and use of the personal cart on the golf course will be prohibited until the personal golf cart meets the approved criteria.
3. All personal golf carts must be electric.
4. Members who elect to pay the annual trail fee will not be required to pay any cart fee for use of a golf cart, whether owned by the Club or by a member.
5. Each personal golf cart owner shall obtain and maintain insurance for the golf cart with a minimum coverage of \$100,000/\$300,000 public liability and \$25,000 for property damage. A current certificate of insurance naming the Club as certificate holder with clearly stated limits of coverage must be on file with the Club prior to receiving golf cart registration decals.
6. Use of personal golf carts without a valid certificate of insurance on file is prohibited. In the event that the certificate of insurance expires in the course of a membership year, the member is required to provide updated insurance information at the time of the expiration, not at the time of renewal of the cart registration.
7. Each member shall have full and unconditional responsibility for the actions of any driver of a personal golf cart and shall permit only drivers 16 years of age and older who have a valid driver's license or learners permit to operate the golf cart.
8. Decals will be issued to owners of personal golf carts upon compliance with the A-forementioned insurance requirements and payment of the annual trail fee, if applicable. This decal shall be displayed on the cart as proof of registration and payment of trail fees.
9. Members with personal golf carts who do not choose to pay the annual trail fee must still provide proof of insurance and will receive a decal as proof of registration.
10. All guests, relatives (excluding qualified family members), and other members must pay daily golf cart rental fees and applicable greens fees to the Club while riding in a personal golf cart.
11. The use of golf cart paths to travel to and from the Club when the course is open and players are present is prohibited. Use of cart paths as a shortcut to and from the Club is considered poor golf etiquette and creates a dangerous situation for unauthorized cart path users, who are in danger of getting hit by golf balls in play.
12. Privately owned golf carts of non-members will not be allowed on the golf course. Non-members must use Club-owned carts as registered golfers or accompany a member as a

registered guest.

HANDICAP FLAGS

1. Handicap flags are available for members who are physically unable to walk from the cart path to the normal playing surfaces on the golf course due to physical ailment, permanent or temporary.
2. Handicap flag renewal is required in December, at which time a written statement from a currently licensed doctor, clearly stating that walking of the golf course is prohibited due to an ailment, permanent or temporary, and further stating the duration of the prohibition.
3. Members with handicap flags must keep their golf carts at least 30 feet from the greens and tee boxes and are prohibited from driving on collars or aprons and between the green and bunkers. (see #8 under golf cart rules)
4. On "Cart Path Only" days, all carts, including those with handicap flags, must remain on the cart paths.
5. Handicap flags are to be used for the designated person only, not the cart.

HANDICAPS

1. Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System.
2. All members and their guests, if availability exists, with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the pro shop.
3. Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score within 48 hours after completion of play shall have a score being posted that is equal to their lowest score on record. The pro shop can assist any members needing help with the posting procedures.
4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are violations by members in turning in their scores. If there are violations, the Golf Professional may assign to the player a score two strokes lower than the lowest score on record and shall continue to do so as long as the violations occur.

GOLF COURSE ETIQUETTE

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:

1. Do not waste time. The Club endorses four hour rounds and 'ready golf.' "Ready Golf" means thinking ahead so that you are ready to play promptly when it is your turn. "Ready Golf" applies everywhere - on tees, fairways and on the greens. Anticipate the club or clubs you

may need and go directly to your ball. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play, which should not be deemed playing out of turn.

2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
3. Be sociable but reserve your extended conversations for the 19th hole.
4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to move on.
5. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Record the scoring for the completed hole while the others in your group are playing from the next tee.
6. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.
7. The golf rangers will report slow play and all breaches of golf etiquette to the pro shop. Please keep up with the group in front of you! Appropriate actions for slow play will be addressed by pro shop personnel.

EXHIBIT B

GENERAL RACQUETS GUIDELINES

Rules apply to both Tennis and Pickleball unless specifically stated. University Park Country Club Racquet Facilities currently include 11 Har-Tru Tennis Courts, 4 Pickleball Courts, the Pro Shop (located in the fitness facility at **7671 The Park Blvd., University Park, FL**) and the area between all courts. Courts are monitored 24/7 using video surveillance. The Pro Shop can be reached at **941-359-8888 EXT #237**.

COURT/BALL MACHINE RESERVATIONS

Court reservations may be made through the Club's automated system or by phoning or visiting the Pro Shop. Court reservations may be made up to seven days in advance. The automated system may not support multiple courts (more than one) reservations on the same day. Phoning or stopping by the Pro Shop will be needed in those situations. Court times begin at 8 a.m. and are assignable for 1½-hour blocks. Play is not allowed past 9:00 pm. Reservations for use of the tennis/pickleball ball machine may be made up to 3 days in advance for a nominal fee. Contact the Pro Shop if you have any reservation questions or difficulties at **941-359-8888 EXT #237**. Players who "no show" and fail to cancel their reservation two hours prior to their scheduled court time may be charged a fee as determined by the Club.

COURT CHECK-IN

All players and guests must check in at the front desk prior to entering a court. If racquet staff are not on-site, please see the court assignment sheet by the outside bulletin board. If you do not have a reservation, the court assignment sheet will have the courts available for walk-on play. At certain times, pickleball courts will be identified as walk-on courts. Please place your paddle on the paddle line to determine the order of play.

GUESTS

In any singular outing, Members are allowed to bring only one guest with the guest to member ratio to not be over 50% on any court. Guest fees apply, and members must register their guests before using the racquet facilities. Members are responsible for the fees of their guests and the member's account will be charged directly, if not paid upon registration. When racquet staff are not on site and the guest has not been preregistered, members are to write down the name of the guest on the sign-up sheet or notify the staff the following day that they had a guest and be charged accordingly. Guests are allowed to play 4 times before choosing a membership category. This 4-time limit may be waived for visiting family members/guests with prior approval from the Racquets Director. Guest registration and guest fees will still apply.

USTA, Suncoast, Tri-City, Ultimate Tennis and any other recognized league matches are at no charge if playing against a member of UPCC with the appropriate restrictions (i.e.: Twilight members would have to be after their assigned start time).

MEMBERSHIP

Full Members and Racquet members have complete access to the Tennis, Pickleball and Fitness facilities. Social members are provided the opportunity for a Twilight membership. Twilight membership is available for tennis only and allows use of the tennis facility later in the day (11:30 am or later) at a reduced rate. The only exception for Twilight members to play earlier than 11:30 am is participating in a private lesson, clinic, or member event. Twilight members playing at hours outside of their specified time range will pay a penalty fee (currently \$50) charged directly to their account. Multiple infractions of playing outside the designated time range is subject to the Club's Disciplinary Policy. Twilight members are allowed to play in leagues out of University Park with all home matches starting at 11:30 am or later.

Summer Membership carries the same rights as Racquets members. Pickleball Membership only carries the right to use the Pickleball courts.

RACQUET FACILITY IMPORTANT INFORMATION

Restrooms are available in the fitness facility. Improper usage of the grounds around the racquet facility for restroom purposes will be considered improper conduct and subject to the Club's Discipline Policy. An **AED machine** is located on the wall, inside the front door of the Pro Shop. An ice machine / water dispenser is located on the east side of the building. Two clay removal tennis shoe cleaners are located to the east of court 4 on the east walkway. There are also shoe cleaners at the west end of the pickleball facilities. Please clean your shoes before entering the Pro Shop and especially if you are going from tennis to pickleball.

RACQUET FACILITY RULES

Proper tennis and pickleball attire is required. For player safety, flat sole regulation tennis or pickleball shoes must be worn at all times; no cross training or running shoes allowed. No skateboards, bicycles, roller skates, or roller blades are permitted on the courts. Pets and smoking are not allowed in the entire racquet facility area (on or off the courts). Proper etiquette for tennis and pickleball should be observed at all times. Excessive noise, racquet or paddle throwing, or profanity is not permitted. Members and their guests shall respect the play in progress and refrain from loud talking or other noise. Cell phones must be turned off. Please deposit trash and other litter in the proper receptacles.

COURT CONTROL – INCLEMENT WEATHER

Use of the courts shall be subject to the control of the pro shop at all times. The pro shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, or when under adverse or anticipated adverse weather conditions. The pro shop may reserve the courts for special events.

In the event that inclement weather or rain forces the closure of the courts, the established rain policy, available at the pro shop, will be used to determine the schedule by which the courts will be re-opened and re-assigned. Court status will be communicated by e-mail via the Club's automated system as well as the University Park Racquets administrative e-mails

(tennis@universitypark-fl.com, pickleball@universitypark-fl.com, or racquets@universitypark-fl.com.)

EXHIBIT C

GENERAL FITNESS RULES

1. It is the responsibility of each person using the fitness facilities to consult with his or her physician about the appropriateness of such person's use of the facilities. Such person should be in good physical condition and have no physical, medical, or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair, or prevent the member from using the fitness facilities, equipment, or amenities or engaging in active or passive exercise. **ALL PERSONS USING THE FITNESS FACILITIES DO SO AT THEIR OWN RISK AND ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH RESULTING FROM USE OF THE FITNESS FACILITIES.** No physician or nurse will be on duty at the fitness facilities.
2. All persons using the fitness facilities are first required to execute an agreement, in such form as the Club may prescribe, releasing and indemnifying the Club from liability for their use of the facilities (the "Fitness Agreement").
3. Members wishing to access the Fitness Center during non-attended hours via the keyless entry system will be required to execute an addendum, in such form as the Club may prescribe, to the Fitness Agreement; complete a keyless entry registration form as prescribed by the Club; and participate in an orientation session prior to being issued a keyless entry fob. A non-refundable fee, which shall be subject to change from time to time in the sole discretion of the Club, will be charged for use of the keyless entry system.
4. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by the fitness instructor.
5. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions. A complimentary 'smart start' session is offered to members to review fitness goals and available equipment/facilities. Please contact the Fitness Director to schedule.
6. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.
7. The Club has contracted to have the services of personal trainers and other specialists available for its members. All personal training, and private or group services, must be booked with and through the Club. Members are not permitted to bring their own trainers to the fitness facilities.
8. All members and their guests must sign in at the front desk.
9. Members may bring guests to the fitness facilities based on availability. Guests must be accompanied by a member. All guests must register at the front desk and sign a Fitness Agreement. In the case of a minor child, the parent/legal guardian shall sign a Fitness Agreement on behalf of the child. Guest fees are charged for a guest's use of the fitness facilities. Fees may be paid in cash or charged to a member's account.

10. No children under the age of 12 are permitted in the Fitness Centre at any time. Children 12-16 years of age are not permitted to use the fitness facilities unless under the direct supervision of an adult member. A parent or legal guardian must sign the Fitness Waiver and Release before any child is admitted to the Fitness Centre.
11. All weights and pieces of equipment must be returned to their proper places at the completion of use.
12. Pregnant women should exercise with caution and speak with their physician before using the fitness facility.
13. Smoking and alcoholic beverages are prohibited at the fitness facilities. No food or drink may be brought onto the premises other than bottled water and bottled fitness beverages.
14. Members and guests should wipe down all equipment after use.
15. No clothing or personal articles may be stored under benches or in the common areas.
16. Horseplay, profanity, disruptive conduct, and indiscreet behavior at the fitness facilities are strictly prohibited.
17. Personal entertainment devices should be enjoyed at a volume so as not to disturb fellow members.
18. All jewelry must be removed prior to exercising.
19. No photography of any kind is allowed.