

UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT

AMENDED AND RESTATED AMENITY POLICIES AND RATES

ADOPTED – APRIL 23, 2025¹
AMENDED - _____

¹LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2025); In accordance with Chapter 190 of the Florida Statutes, and on April 25, 2025, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Union Park East Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services. These Amended and Restated Amenity Policies and Rates repeal and supersede all prior rules and/or policies governing the same subject matter.

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DEFINITIONS

“Amenities” or “Amenity Facility(ies)” – means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to swimming pool, pool deck, multi-purpose court, pickleball court, fitness center, and dog park, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – means these Amenity Policies and Rates of the Union Park East Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – means the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – means those rates and fees established by the Board of Supervisors of the Union Park East Community Development District as provided in **Exhibit A** attached hereto.

“Access Card” – means an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – means the Board of Supervisors of the Union Park East Community Development District.

“District” – means the Union Park East Community Development District.

“District Staff” – means the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, the Pool Attendant, and District Counsel.

“Guest” – means any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – means an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – means a residential unit or a group of individuals residing within a Patron’s home. *This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.* Upon District’s request, proof of residency for those individuals 18 years of age or older may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” – means those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

“Non-Resident” – means any person who does not own property within the District.

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

“Non-Resident User Fee” or “Annual User Fee” – means the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

“Patron” – means Residents, Guests, Non-Resident Patrons, Union Park Patrons and Renters who have been assigned Resident’s Rights and Privileges through execution of the “Assignment of Amenity Rights and Privileges” form.

“Renter” – means a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required. Renters shall have Patron rights only upon execution of the “Assignment of Amenity Rights and Privileges” form.

“Resident” – means any person or Household owning property within the District.

“Union Park Patron” – means any resident of the Union Park Community Development District that is authorized to use the Amenities under the *Recreation Amenity Interlocal Agreement*, dated November 1, 2018, between the District and Union Park Community Development District.

The words "hereof," "herein," "hereto," "hereby," “hereinafter” and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **USE AT YOUR OWN RISK. ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE AMENITY POLICIES WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES. THE DISTRICT DOES NOT PROVIDE SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.**
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the policies and rules set forth herein and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's access privileges. Access Cards will be issued to each Household in accordance with Amenities Access and Usage, Section 7 below. At the time of issuance, residents must complete the "Amenity Access Registration Form", attached hereto as **Exhibit B**.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Non-Resident User Fee shall be paid in full on the anniversary date of application. Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Household is entitled to bring six (6) persons as Guests to the Amenities at one time at no additional cost and, subject to payment of the applicable Additional Guests Fee, which must be paid prior to the Household's additional Guests being admitted to the Amenities, each Household may bring up to twenty (20) persons as Guests to the Amenities, provided however that all Guests must

be accompanied by the a member of the Household when using the Amenities and provided that the Household will be responsible for any harm caused by the Household's Guests while using the Amenities. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Household's access and usage privileges.*

- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renters and Residents cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household at the time they are closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Each Household will be authorized two (2) initial Access Cards free of charge. Each Patron may obtain additional Access Cards for members of the Patron's Household who are over sixteen (16) years of age or otherwise able to verify residency by driver's license or state or federal issued form of identification; however, a maximum of four (4) Access Cards may be issued per Household. A fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides security and safety measures for Patrons and is intended to protect the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if an Access Card is lost or stolen. The lost or stolen Access Card will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access

Card is reported as being lost or stolen.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable Amenity Facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable Amenity Facility, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Amenity Facility. No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each Amenity Facility's intended use. Bathing suits and wet feet are not allowed indoors, with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, scooters, roller skates, roller blades, skateboards, electric bikes, electric scooters or equipment with similar uses are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, multi-purpose court, pickleball court, open fields, and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
 - (h) **Firearms.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.

- (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (k) **Bounce Houses and Other Structures.** Unless pre-approved by the District and evidence of required insurance is provided to the District in advance, the installation and use of bounce houses and similar apparatuses are prohibited on District property.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. District Staff is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the District Staff for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of other Patrons, Guest, District Staff, or District contractors may result in suspension or termination of Amenity access and usage privileges. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (q) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Facilities must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, gatherings of ten (10) or more people for a common purpose, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Alcohol is also prohibited at the Amenity Facilities and on District owned property unless expressly permitted in writing by the District in compliance with these Policies and Florida law. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District owned public accommodations including, but not limited to, Amenity buildings (offices, social halls and fitness center), pools, various sport court and other appurtenances or related improvements, with the exception of the Dog Park. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. District Staff may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it; or
- If the Service Animal is not housebroken; or
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the Service Animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Unless otherwise posted, swimming is permitted only during designated hours, as posted at the pool. If not posted, swimming is only permitted 30 minutes after dawn through 30 minutes before dusk as required by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Non-swimming children should be under the supervision of a parent and/or guardian who is capable of swimming safely and/or without assistance and who should remain within arm's reach of the non-swimming child(ren) at all times. Persons unable to swim safely and/or without assistance must be accompanied by a person who is capable of swimming safely and/or without assistance at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised one-on-one by a parent and/or guardian who is capable of swimming safely and/or without assistance, who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons not swim alone. All persons entering the Amenity Facilities do so at their own risk, regardless of age or ability.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, who are under the direct supervision of a parent and/or guardian who is capable of swimming safely and/or without assistance as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea may not use the pool. No person with, or suspected of having, a communicable disease which could be transmitted through the use of the pool should use the pool.
- (6) **Attire.** Appropriate swimming attire (i.e., swimsuits) must be worn at all times.
- (7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed. Conduct that prevents the District from fostering a familial environment at the pool Amenity Facilities is prohibited.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing and other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited, except when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for at least thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

- (15) **Swim Diapers.** Anyone who is not reliably toilet trained, including but not limited to young children, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (16) **Staff Only.** Only authorized District Staff and District contractors are allowed in the service and chemical storage areas. Only authorized District Staff and District contractors may operate pool equipment or use pool chemicals.
- (17) **Pool Closure.** In addition to Pasco County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- During severe weather conditions (ex. heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised, at which time the pool deck will also be closed.
 - For at least thirty (30) minutes following the last occurrence of thunder or lightning, at which time the pool deck will also be closed.
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable and required period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swimming lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Facilities must first be approved by the District in writing.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the District and their Guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) **Use.** Patrons shall use the Dog Park at their own risk and must comply with all posted signage. Patrons are responsible for the behavior of their dogs at all times. If any dog shows aggressive behavior, the owner must immediately remove the dog from the Dog Park. The District is not responsible for injuries to visiting dogs, their owners, or others using the Dog Park. The Dog Park is exclusively for the use and enjoyment of Patrons' dogs and should not be used for other activities. Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park.
- (2) **Hours of Operation.** The Dog Park may be used from sunrise until sunset.
- (3) **Reservations Not Permitted.** The Dog Park is available to all Patrons on a first-come, first-served basis and cannot be reserved for exclusive use. Play shall be limited to one (1) hour if the Dog Park is at full occupancy and other Patrons are waiting for entry.
- (4) **Supervision.** Patrons must be capable of exerting physical control over their dog(s) and are responsible for the behavior of their dog(s). Dogs must be on leashes at all times, except within the Dog Park area. Dogs inside the Dog Park must be under voice control by their handler at all times and continuously supervised, with the handler having a leash readily available for use if necessary. If voice control is not possible, do not enter the Dog Park. Dogs may not be left unattended and must be within unobstructed sight of their respective dog handler. No more than three (3) dogs per handler are permitted to be in the Dog Park at the same time.
- (5) **Vaccinations.** Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) **Prohibited.** Dogs in heat, dogs with aggressive behavior, and dogs under four (4) months of age are not permitted in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park by their handler immediately. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time, not grooming.
- (7) **Attire.** Dog handlers should wear proper footwear and clothing while inside the Dog Park.
- (8) **Food and Toys Prohibited.** Human or dog food inside the Dog Park is prohibited. Dog toys and bones are not permitted inside the Dog Park.
- (9) **Clean Up.** Patrons are responsible for removing or cleaning up any trash and must immediately dispose of dog waste and fill any holes dug by their dog(s).
- (10) **Dog Trainers.** Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Patrons must register their trainer with the District prior to the training working with the Patron's dog(s) at the Dog Park or on any District property.
- (11) **No Smoking.** The Dog Park is a designated "No Smoking" area.

FITNESS CENTER POLICIES

- (1) **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician(s) before beginning an exercise program.
- (2) **Usage Restrictions.** Patrons and Guests aged sixteen (16) years of age and older may use the fitness center. Patrons and Guests between the ages of thirteen (13) to fifteen (15) must be accompanied by a parent or guardian at all times to use the fitness room. Patrons aged twelve (12) years and under may not use the fitness room.
- (3) **Attire.** Appropriate workout attire (i.e., active-wear pants, including capri's or shorts, shirts, and closed-toed athletic footwear) must be worn at all times in the fitness center.
- (4) **Hygiene.** Please be courteous to others by observing proper regular hygiene and limiting use of perfumed sprays. **All equipment must be wiped down after use with the wipes and/or spray provided.**
- (5) **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets.
- (6) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers. No glass containers are permitted in the fitness center.
- (7) **Noise.** Personal music devices are permitted only if used with headphones and played at a volume that does not disturb others.
- (8) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. 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.
- (9) **Hand Chalk.** Hand chalk is not permitted.
- (10) **Personal Training.** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

MULTI-PURPOSE AND PICKLEBALL COURT POLICIES

- (1) **Play at Your Own Risk.** Play at your own risk. The multi-purpose and pickleball courts are not supervised during operating hours.
- (2) **First-Come Basis.** The courts are available for use by Patrons and Guests only on a first-come, first-serve basis. When other players are waiting, multi-court and pickleball court use should be limited to one (1) hour.
- (3) **Attire.** Players must wear appropriate attire (i.e., active-wear pants, including capri's or shorts, shirts, and/or warm-up suits, and non-marking, closed toe athletic shoes) at all times.
- (4) **Use.** The use of the pickleball court is for pickleball only.
- (5) **Pets.** Pets, with the exception of Service Animals, are not permitted on the basketball court or the pickleball court at any time.
- (6) **Food and Drinks.** Food and gum are not permitted on the multi-purpose court or pickleball court. Drinks are permitted on the multi-purpose court and pickleball court but must be in a non-breakable, spill-proof container.
- (7) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the multi-purpose court or the pickleball court.
- (8) **Operating Hours.** The multi-purpose court and pickleball court are open from dawn to dusk only, or as otherwise posted by the District. No one is permitted on the multi-purpose court or pickleball court at any other time unless a specific event is pre-approved by the District and scheduled.
- (9) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, skateboards, electric bikes, electric scooters or equipment with similar uses are permitted on the multi-purpose court or pickleball court.
- (10) **Instruction.** Except as expressly authorized by the District, any instruction relating to basketball, pickleball, or other sport for fees, or the solicitation of such instruction for fees, is prohibited.
- (11) **Noise.** The volume of live or recorded music must not violate applicable Pasco County noise ordinances and may not unreasonably interfere with residents' enjoyment of their homes.

LAKES AND PONDS POLICIES

The terms “Lakes” and “Ponds” are used in these Policies interchangeably and reference to one shall imply reference to the other. The Lakes and Ponds within the District primarily function as retention ponds to help facilitate the District’s stormwater management system for runoff and overflow in accordance with requirements of Southwest Florida Water Management District. As a result, contaminants may be present in the Lakes and Ponds. These Policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes and Ponds while allowing limited recreational use.

- (1) Any person, including Patrons or Guests, using District Lakes and Ponds shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes and Ponds.
- (2) The use of watercraft, including but not limited to boats, canoes, and kayaks in District Lakes and Ponds is strictly prohibited. Wading and swimming in District Lakes and Ponds is strictly prohibited.
- (3) Subject to the following requirements, Patrons may fish from District Lakes and Ponds.
 - (a) Compliance with State fishing licensure requirements must be met.
 - (b) The District has a “catch and release” policy for all fish caught in District Lakes and Ponds.
 - (c) The following items are prohibited on or near the Lakes and Ponds: spears, large nets, traps, bows and arrows.
 - (d) To protect the fish and waterfowl, fishing lines must not be left unattended.
 - (e) Accessing Lakes and Ponds through private property between homes is prohibited and can be considered trespassing.
- (4) Pets are not allowed in the District Lakes or Ponds.
- (5) Owners of property lying contiguous to the District Lakes or Ponds shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner’s property that detract from the overall beauty, setting and safety of the property.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes and Ponds or any other District stormwater management system facilities unless properly permitted and pre-approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes or Ponds, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes or Ponds, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, landscaping debris or any other material that is not naturally occurring or which may be detrimental to the Lake and/or Pond environment.
- (9) Easements through residential backyards along the community’s stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents’ backyards via these maintenance easements is prohibited, except for use by District Staff and District vendors for use of the easement for its legal purpose. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.

- (10) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife, which may pose a threat to your safety - are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes and Ponds.
- (11) On July 24, 2024, the District’s Board of Supervisors adopted the following Nuisance Alligator Reporting Procedures, which shall be incorporated into these Amenity Policies, as follows:

The Florida Fish and Wildlife Commission (“FWC”) regulates the capture and harvest of alligators in Florida. **The FWC defines “nuisance” alligators as those over four (4) feet in length that pose a threat to people, pets or property, with special consideration given to the proximity of children and pedestrian traffic.** An aggressive alligator of any length will be deemed a nuisance.

The Statewide Nuisance Alligator Program (“SNAP”) exists to address complaints regarding alligators. If you see an alligator on your property that meets the criteria above, you can call at the Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). If the complaint meets criteria, the FWC will send out a permitted nuisance alligator trapper to capture and destroy the alligator, often in less than a few hours. The trapper must confirm legal right/permission to access property to capture an alligator. Additionally, the trapper may capture any alligators in the area over 4 feet to ensure likelihood of obtaining the complained of alligator (i.e., “unlimited response”). Alligators are euthanized and not relocated.

If you see an alligator on District property (ex. on the pond banks, in a pond) that meets the criteria above, please contact the District Manager’s office at (813) 565-4663. If appropriate, the District Manager, Vice Chairman, or Chairman of the Board of Supervisors shall contact the FWC to report a nuisance alligator found on District property.

For more information regarding the SNAP program, please visit:
<https://myfwc.com/wildlifehabitats/wildlife/alligator/snap/>

- (12) Any hazardous conditions concerning the District Lakes or Ponds must immediately be reported to the District Manager and the proper authorities.

The Union Park East Community Development District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of Lakes or Ponds. All persons, including but not limited to property owners, Patrons, Guests, and invitees, are using Lakes and Ponds at their own risk. There are no lifeguards or other safety personnel present at any time. Lakes and Ponds contain wild animals or other natural or man-made hazards which may result in injury or death. The Union Park East Community Development District makes no representation that the use of any Lake or Pond is suitable for recreational boating or fishing. These Policies and procedures are intended only to assist in the orderly and continued enjoyment of the natural surroundings.

AMENITY RENTALS

The following policies apply to the rental of the Amenities:

- (1) **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Rental reservations may not be made more than six (6) months prior to the event, and payment must be submitted no more than ninety (90) days before the date of the event and no less than two (2) weeks before the date of the event; however, the District Manager, or their designee, may, in his or her sole discretion, accept payment up to two (2) business days prior to the rental date. Patrons interested in the rental of the Amenities must contact the District Manager in order to determine availability of the Amenities for any particular reservation. All of the District policies remain in force during parties and events. Patrons renting the Amenities are responsible for ensuring that all Guests and attendees adhere to the District's policies.
- (2) **Amenities Available for Rental.** Only the clubhouse is available for rental. Patrons may not rent the clubhouse on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The pool and pool deck areas are NOT available for rental and shall remain open to other Patrons and their Guests during normal operating hours.
- (3) **Rental Application and Rental Agreement.** Patrons must submit a completed Rental Application, a copy of which is attached hereto as **Exhibit D**, to the District Manager no later than fourteen (14) days prior to the date of the requested event, which shall include the date of the event. The Rental Application must contain the following information, at a minimum: the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether alcohol and/or food will be served. The District Manager will review Rental Applications on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District and all documentation required therein must be received by the District Manager no less than ten (10) days prior to the date of event. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by reference.
- (4) **Payment and Registration.** At the time the reservation is made, a check or money order (no cash) made out to "Union Park East Community Development District" must be delivered to the District Manager, along with completed paperwork and evidence of required insurances, if necessary.
- (5) **Rates and Deposits.** The rental deposit for use of the Amenities is ~~Three Hundred Dollars (\$300) if paid by check or Three Hundred Dollars plus associated fees for electronic payments~~ set forth in **Exhibit A**. Deposits will be returned within ten (10) days of the rental date provided there has been no damage to District property and the clubhouse has been properly cleaned after use. To receive the full refund of the deposit, the renting Patron must:
 - (a) Remove all garbage to the appropriate dumpster and replace garbage liners; and
 - (b) Remove all decorations or event displays and materials; and
 - (c) Return all furniture and other items to their original position; and
 - (d) Otherwise clean the clubhouse and restore it to the pre-rented condition, and to the satisfaction of District Staff.
- (6) **Additional Cleaning or Damage.** The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages

arising from the rental. Should the costs of any such cleaning or repairs exceed the deposit, the District shall have authority to recover such costs from the renting Patron by any means legally available and may suspend the renting Patron's access and use privileges until such Patron pays any such amounts.

- (7) **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
- (8) **Duration of Events.** Unless otherwise authorized by the District pursuant to a special request, rentals shall take place during the clubhouse's normal operating hours, as set by the District in accordance with these Policies, normal business hours and be for a maximum minimum of four (4) hours, and a maximum of eight (8) hours, inclusive of set-up and clean-up time. ~~No exceptions shall be made to allow for set-up or clean-up outside of the four (4) hour rental period.~~ If the event lasts longer than reserved time period, four (4) hours, the District shall be authorized to commence amenity suspension proceedings as outlined in the District's policies.
- (9) **Capacity.** The clubhouse capacity limit is 102 total persons. The clubhouse capacity of 102 total persons shall not be exceeded at any time for a party or event.
- (10) **Noise.** The volume of live or recorded music must not violate applicable Pasco County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.
- (11) **Insurance.** Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages and for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and consultants/contractors are to be named on these policies as an additional insured party.
- (12) **Cancellation.** Cancellation of the event must be communicated to the District Manager in writing within twenty-four (24) hours prior to the event date in order for Patron to receive a refund of the deposit.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

Effective Date: April 23, 2025

In accordance with Chapters 190 and 120 of the Florida Statutes, and on April 23, 2025, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Union Park East Community Development District (“District”) adopted the following rules and policies to govern disciplinary and enforcement matters. All prior rules and policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (each an “Amenity Facility” and together, the “Amenity Facilities”).

2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. **Access Card.** Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. **Suspension and Termination of Rights.** The District, through its Board of Supervisors (“Board”), and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any person, including but not limited to Patrons and members of their household and their Guests, to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications; or
- b. Failing to abide by the terms of rental applications; or
- c. Permitting the unauthorized use of an Access Card or otherwise facilitating or allowing unauthorized access to or use of the Amenity Facilities; or
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire; or
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments); or
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies); or
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner; or
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenity Facilities or other tangible property located on District property; or
- i. Failing to reimburse the District for damaged to Amenity Facilities or property damaged by such person, or a minor for whom the person has charge, or a Guest; or

- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests; or
- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered; or
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

- a. **Immediate Suspension.** The District Manager or his or her designee is authorized to immediately remove any person from one or all Amenity Facilities and/or issue a suspension for up to sixty (60) days for any of the Violations described above, or when such action is necessary to protect the health, safety and welfare of District staff or vendors, other Patrons and their Guests, or to protect the District's Amenity Facilities or property from damage. If, based on the nature of the offense, District Staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed, or allegedly committed, on District property shall automatically result in an immediate suspension of the suspected individual until the next Board meeting.
- b. **Notice of Suspension.** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may, in its discretion, require payment of an administrative reimbursement of up to One Thousand Dollars (\$1,000) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenity Facilities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) calendar days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District Staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his or her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or shall expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or to deactivate, all Access Cards associated with the associated address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an

appeal (“Appeal Request”). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board’s determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it, in its sole discretion, to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board’s decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District’s Amenity Facilities after expiration of a suspension imposed by the District.

13. 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.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest, or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity, or limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The District's Board of Supervisors, in its sole discretion, may amend these Amenity Policies from time to time, provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120 and 190, Florida Statutes. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting and, unless required by law, such changes do not require a public hearing. The Board, by vote at a public meeting, or the District Manager, pursuant to authority granted under separate contract and herein, may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies; provided, however, that the Board is informed within a reasonable time of any such waivers if the District Manager elects to grant any waiver.

- Exhibit A:** Amenity Rates
- Exhibit B:** Amenity Access Registration Form
- Exhibit C:** Assignment of Amenity Rights and Privileges
- Exhibit D:** Amenity Rental Application

**EXHIBIT A
AMENITY RATES**

TYPE	RATE
Annual Non-Resident User Fee	\$1,600.00-\$4,000.00
Replacement Access Card and Additional Cards (up to four (4) additional cards)	\$25.00-\$50.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Reimbursement Fee	Up to \$1,000.00
Amenity Rental Deposit	\$300.00 <u>75.00 per hour</u> (payments by check) \$300 <u>75.00 per hour</u> + associated fees (electronic payments)
Up to six (6) Guests accompanied by a Household (fee for using Amenities, such as the clubhouse and pool)	Free
Additional Guests Fee for up to ten (10) Guests: Up to ten (10) Guests accompanied by a Household (fee for using Amenities, such as the clubhouse and pool)	\$30.00
Additional Guests Fee for up to twenty (20) Guests: Up to twenty (20) Guests accompanied by a Household (fee for using Amenities, such as the clubhouse and pool)	\$50.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**UNION PARK EAST COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Union Park East Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amended and Restated Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability 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 law.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Union Park East Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron
State of Florida
County of _____

The foregoing was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL) _____
Official Notary Public Signature

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Union Park East Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amended and Restated Amenity Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Union Park East Community Development District
Attn: Amenity Access Coordinator
1540 International Parkway, Suite 2000
Lake Mary, Florida 32746
Telephone: (813) 565-4663
Email:

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ___ - ___ Phase ___ - ___ Phase ___ - ___

New Construction: _____ Re-Sale: _____ Prior Owner: _____

Rental: _____ Landlord/Owner: _____

Lease Term: _____ Tenant/Renter: _____

ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST FROM PUBLIC RECORDS DISCLOSURE

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to the District Manager. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.

I hereby request the exemption (check applicable exemption category) for the person named below:

- Code Enforcement Officer*
- Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.*
- Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.*
- Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.*
- Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
- Firefighter certified in compliance with s. 633.408, F.S.
- Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.")*
- Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.*
- Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.*
- Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable" efforts to protect such information from being accessible through other means available to the public.").
- Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.*
- Law enforcement personnel including correctional officers and correctional probation officers.*
- Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *
- Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).*
- U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
- Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. **
- County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.").
- Other (list applicable statute): _____

Printed Name: _____

Residence Address (City, State, Zip): _____

Prior/Current Position (for purpose of claiming exemption): _____ **Years Held:** _____

Description of Position: _____

Signature: _____	Date: _____
If request is submitted instead by the person's employing agency, complete the following:	
Agency: _____	Name/Title: _____

To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship.

*Available to both current and former employees.

**Florida law does not make this exemption applicable to the spouse or child of a donor or victim.

EXHIBIT C
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: All capitalized terms are as defined in the District’s Amended and Restated Amenity Policies and Rates. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners’ names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period.

On this date _____, the owners of the property located at:

_____ (“Property”) state:

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date) _____ terminating (date) _____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Access Devices will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Devices from the District and that Renters have received or have reviewed a copy of the Amenity Policies and Rates, dated _____, 202_, and updated from time to time, to which they agree to follow and shall be responsible for obtaining the Access Cards from the District and completing required forms.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Union Park East Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy, their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Renters acknowledge that this document is subject to public review under Chapter 119, Florida Statutes (Florida’s Public Records Laws).

Owner Signature (required)

Witness Signature (required)

Owner Printed Name (required)

Witness Printed Name (required)

Co-Owner (if any) Signature (required)

Witness Signature (required)

Co-Owner (if any) Printed Name (required)

Witness Printed Name (required)

EXHIBIT D
AMENITY RENTAL APPLICATION

UNION PARK EAST CLUBHOUSE USE AGREEMENT

Union Park East Community Development District ("District") and the undersigned Resident(s) ("Responsible Party") hereby agree on the use of the District's clubhouse as specified below at no cost, subject to the terms and conditions herein.

RESIDENT/RESPONSIBLE PARTY INFORMATION:

NAME: _____
ADDRESS: _____
PHONE NO. _____ EMAIL: _____

FUNCTION INFORMATION:

TYPE OF FUNCTION: _____
FUNCTION DAY & DATE: _____
START TIME: _____ END TIME: _____

***The scheduled time is inclusive of set-up and clean-up time.**

ESTIMATED NUMBER OF ATTENDEES: _____ CATERING SERVICES TO BE USED (Y/N)? _____

NOTE: The Responsible Party agrees to leave the clubhouse in the same condition as prior to event. The following must be done immediately upon its conclusion:

- i. Remove all garbage to the appropriate dumpster and replace garbage liners; and
- ii. Remove all decorations or event displays and materials; and
- iii. Return all furniture and other items to their original position; and
- iv. Otherwise clean the clubhouse and restore it to the pre-rented condition, and to the satisfaction of District Staff.

_____ I have read and agree to the terms outlined for clubhouse as indicated in the District's Amenity Policies and Rates. By initialing above Responsible Party agrees to remit payment in the amount of \$300 as a deposit if paying by check (refundable) or, if by electronic payment, \$300 (refundable) and associated non-refundable fees. The deposit may be refunded subject to conditions of the clubhouse after the event.

The Responsible Party acknowledges that they have read and understand the District's Amenity Policies and Rates and the Additional Provisions located on the reverse side of this Agreement, and that it correctly states their intentions.

RESIDENT(S)/RESPONSIBLE PARTY

**UNION PARK EAST COMMUNITY
DEVELOPMENT DISTRICT**

Signature Date

Manager Date

OFFICE USE

DEPOSIT: \$300 (check) or \$300 + associated non-refundable fees (e-payment)

RECEIVED BY: _____ CSH/CHK NO.: _____

E-PAYMENT: _____

DATE DEPOSIT RECEIVED: _____

ADDITIONAL PROVISIONS

- (1) Reservations for rental of the Union Park East Community Development District's clubhouse can be made online and are on a first come first serve basis for resident functions. Reservations must be made by at least one Patron of the District who will act as the Responsible Party.
- (2) Rental of the clubhouse includes the use of the clubhouse, tables, chairs and restrooms only. Use of other equipment or the pool is not permitted and is expressly prohibited.
- (3) Clubhouse rentals are available to be used for events for a maximum of four (4) hours per event, or such extended period if special arrangements have been approved by District Manager in writing prior to the event. Rental time frames are inclusive of set-up and break-down times with the clubhouse cleared of all attendees.
- (4) The event must be contained within the area reserved.
- (5) The volume of live or recorded music must not violate applicable Pasco County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.
- (6) The Responsible Party must be present at the function during the entire period of the rental.
- (7) No admission fees whatsoever shall be collected by any person.
- (8) Responsible Party shall be responsible for walls, furnishings, fixtures and equipment in the clubhouse and agrees that, after the event, those items shall be in the same condition as prior to the event (ordinary wear and tear accepted). Tacks or nails may not be used for decorations. If there is any damage and/or loss to the walls, furnishings, fixtures, or equipment resulting from, or related to the event or its attendees, then the cost associated with the repair or replacement of the damaged items shall be the responsibility of and paid by the Responsible Party.
- (9) Responsible Party shall supervise and be responsible for the conduct and safety of all persons attending the event. The District shall not be responsible for property, supplies or equipment brought by the Responsible Party or any person attending the event. The Responsible Party and persons attending the event use District facilities at their own risk. The District reserves the right to retain a security guard or guards for the event at Responsible Party's sole expense if the District, in its sole and unrestricted discretion, deems it necessary.
- (10) Responsible Party is required to remit a \$300 (refundable) deposit for use of the clubhouse no less than fourteen (14) days prior to the event. If the Responsible Party remits payment by electronic means, additional fees to facilitate the electronic transaction will be non-refundable.