

FILE 2833 – April 24, 2026

DOING BUSINESS WITH ONE'S AGENCY

**RECREATION DISTRICT BOARD CHAIR SERVING ON AN LLC'S MANAGEMENT
COMMITTEE WHERE THE RECREATION DISTRICT AND THE LLC DO BUSINESS**

To: *Mark P. Barnebey (Manatee County)*

SUMMARY:

The Chair of a Recreation District Board may not serve on the Management Committee of an LLC that actively does business with the Recreation Board where the role of the Management Committee is akin to that of a Board of Directors. Referenced are CEO 21-7; 21-4; CEO 10-4; CEO 09-1; CEO 90-24; CEO 81-40; CEO 80-29.

QUESTION:

Does a conflict of interest arise if a Board Supervisor and Chair of a Recreation District serves, uncompensated, on the Management Committee of an LLC that does business with the Recreation District?

This question is answered as follows.

According to your inquiry, you represent the University Park Recreation District (the District), a special district created pursuant to Chapter 418, Florida Statutes. The residents of the District are members of a homeowners association, the University Park Community Association,

Inc. (the HOA). In 2019, the HOA created a limited liability company, Park Boulevard Management, LLC. (PBM) to provide management services to both the District and the HOA. The District contracts with PBM for its professional management services for the University Park Country Club.

PBM is a "captive" management company serving no other entities, and the HOA is PBM's sole member and manager. According to PBM's Operating Agreement, the HOA, through its seven-person Board of Directors, has the sole authority to appoint a three-person Management Committee for PBM. The Management Committee, pursuant to PBM's Operating Agreement, has the full authority to hire, terminate, compensate, supervise, and direct the Executives of PBM, which include a General Manager, a Deputy General Manager, and a Director of Finance. In turn, the Executives of PBM have the full authority to make all decisions affecting matters within the ordinary course of business of PBM, subject only to the Management Committee's directives.

Since PBM's inception in 2019, the Management Committee has traditionally been composed of the HOA Chair, the District Board Chair,¹ and a community resident of the HOA who does not serve on either the HOA Board or the District Board. You, on behalf of the District, ask whether a prohibited conflict of interest would be created by the uncompensated service of the District Board Chair on PBM's Management Committee.

Section 112.313(3), Florida Statutes, contains two provisions. Both provisions forbid doing business with one's own agency:

DOING BUSINESS WITH ONE'S AGENCY. – No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child

¹ The current District Board Chair resigned from the PBM Management Committee on January 28, 2026, so currently, no member of the District's Board of Supervisors serves on PBM's Management Committee.

is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.

The first provision in Section 112.313(3) focuses on the actions of public officials in their public capacities, and prohibits the District Chair from, on behalf of the District,² purchasing services from business entities on which he or she serves as an officer, partner, director, or proprietor, or in which he or she has a material interest. See CEO 10-4. The second provision focuses on the private business interests of public officials, and prohibits the District Chair from, in his or her private capacity as an officer, partner, director, or proprietor of a business entity, selling services to the District. We have opined in the past that one acts in a private capacity to sell services where one serves as an officer or director of a business that is selling to the agency or political subdivision. CEO 09-01.

The question here is whether, by serving on PBM's three-person Management Committee, the District Chair would be serving as an officer or director of PBM. Assuming the District and PBM continue to do business with one another, if the role of a Management Committee Member amounts to the functional equivalent of the role of an officer or director, the District Chair's service on the Management Committee would implicate both provisions of Section 112.313(3).

We have considered this question before and have opined that one can act functionally as a director or officer of a business entity regardless of one's formal title. In CEO 90-24, we determined that a city commissioner who served as a deacon of his church was acting as a corporate director of the church for purposes of Section 112.313(3). There, the church was deciding whether

² The District Chair's public agency is the District. § 112.312(2), Fla. Stat.

to sell property it owned to the city. Though the board of deacons was an advisory board with no decision-making powers, it was tasked with both presenting the issue to the congregation and with making a recommendation on whether to sell the property. We determined that, in this respect, his role on the board of deacons was "similar to that of a corporate director," and that both provisions of Section 112.313(3) would be violated if the city purchased the land from the church on which the commissioner served as a deacon.

Similarly, in CEO 81-40, a school board member inquired as to whether she could serve, in an uncompensated, volunteer capacity, as a Trustee of the Florida School Boards Association Insurance Trust, a non-profit self-insurance program for school districts, if her own school district itself participated in the Trust. We determined that her role as a Trustee was significantly similar to the role of a director, and, as a result, noted that, absent an exception, both provisions of Section 112.313(3) would be violated by her service as a Trustee of the Trust if her school district participated in that Trust.

To determine whether, in the current case, serving on PBM's Management Committee is the functional equivalent to serving on PBM's board of directors, we must determine both what role the Management Committee plays for PBM and where within PBM's organizational structure the Management Committee lies.

PBM is a manager-managed limited liability company. In manager-managed LLCs, matters relating to the activities and affairs of the LLC are decided exclusively by the manager or managers. See § 605.0407(3), Fla. Stat. However, managers have the power and authority to delegate their rights and powers to manage and control the company's business and affairs, "including the power and authority to delegate to agents, boards of managers, members, or directors." § 605.04071, Fla. Stat.

Pursuant to PBM's Operating Agreement, PBM's sole member and manager is the HOA, which itself is directed by a seven-person Board of Directors. The HOA, as the sole member and manager of PBM, "has full, exclusive, and complete authority and discretion to manage and control the business of the Company and to make all decisions affecting the business of the Company, including the exclusive right to conclusively approve transactions outside the ordinary course of business, "[e]xcept as expressly set forth in this Agreement or the Act." In other words, the Operating Agreement permits the HOA to expressly delegate its authority to manage and control the company.

The Operating Agreement goes on to create three tiers of leadership: Officers, a Management Committee, and Executives. First, the Officers of PBM are the Officers of the HOA, and include a President, Vice President, Secretary, Vice Secretary, and Treasurer. The Operating Agreement does not explicitly delegate any authority to the Officers other than to note that the Officers "have the same authority and responsibility with respect to the Company as the corresponding officer of a Florida corporation would have with respect to the corporation."

Second, the Management Committee exists separate and apart from the Officers, and consists of three people who are appointed by, and serve at the pleasure of, the HOA. The Operating Agreement explicitly grants the Management Committee the "full, exclusive, and complete authority and discretion to hire, terminate, compensate, supervise, and **direct** the Executives."

Third, the Executives consist of a General Manager, a Deputy General Manager, and a Director of Finance. The Operating Agreement explicitly provides the Executives with the "full, exclusive, and complete authority and discretion to manage and control, and to make all decisions affecting, matters within the ordinary course of business of the Company." The Executives, in

wielding this authority to manage and control the matters within the ordinary course of PBM's business, are subject "only to" the directives of the Management Committee. And, again, the Management Committee has the "full, exclusive, and complete authority" to "direct" the Executives.

Where the Operating Agreement delegates the authority to manage all matters within PBM's ordinary course of business to the Executives, and delegates the sole authority to manage and direct those Executives to the Management Committee, the Management Committee's role in PBM is akin to the role of a director in a corporation.

Because in this case the Management Committee functionally serves in the role of a board of directors, the District Chair's service on PBM's Management Committee would implicate both provisions of Section 112.313(3) if PBM provides management services to the District. Contrary to the first provision of Section 112.313(3), the District Chair would be acting in his or her public capacity on behalf of the District to purchase services from a company on which he or she serves in the capacity of a director. And, contrary to the second provision of Section 112.313(3), the District Chair would be acting in his or her private capacity in a role analogous to that of a director of PBM to sell PBM's management services to his or her agency, the District.

Also relevant to this inquiry is Section 112.313(7)(a), which prohibits a public officer from having or holding employment or a contractual relationship that conflicts with his or her public duties:

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP—No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . . ; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his

or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

However, for either provision of Section 112.313(7)(a) to be implicated, the public officer must be employed by, or have a contractual relationship with, a business entity or agency. The District Chair would not be considered to be employed by PBM because, per your facts, his or her service on the Management Committee would be uncompensated. CEO 80-29. Likewise, the District Chair would not have a contractual relationship with PBM because we have long held that uncompensated service does not constitute a contractual relationship. CEO 21-07, Question 1. Where the District Chair's service on PBM's Management Committee would constitute neither employment nor a contractual relationship with PBM, Section 112.313(7)(a) would not be violated.

We conclude our guidance here by noting that the Code of Ethics for Public Officers and Employees is generally organized around the principle that a public officer or employee cannot serve two masters. Here, simultaneous service on the District Board and on PBM's Management Committee ultimately amounts to serving two masters with separate, and potentially competing, interests. While your inquiry seems to emphasize the closeness of the District and PBM, it is apparent that the two entities lack organizational alignment. While the HOA allows the District to name someone to PBM's Management Committee, that board seat is not reserved for the District in PBM's Operating Agreement and the HOA reserves all rights to fill the board seat.³ It is also apparent that the District and PBM lack an actual alignment of interests. PBM is solely owned by

³ The Operating Agreement provides that the three members of the Management Committee will be appointed by, and serve at the pleasure of, the manager, which is the HOA. And, though the Mutual Cooperation Agreement between the District and the HOA invites the District's Board to name a person to represent the District's interest on the Management Committee, it does not bind the HOA to placing the District's named person on the Management Committee. Instead, it ultimately reserves to the HOA the ability to appoint all three members of the Management Committee.

the HOA, and the HOA and the District, which were created for different purposes, cannot be expected to always be in alignment.⁴

Thus, though the District Chair would not currently violate the second part of Section 112.313(7)(a) by his or her simultaneous uncompensated service on PBM's Management Committee, where PBM provides management services to the District, that simultaneous service would ultimately create a prohibited conflict of interest under Section 112.313(3). To avoid implicating Section 112.313(3), the District Chair should either decline the opportunity to serve on PBM's Management Committee or leave his or her public position with the District.

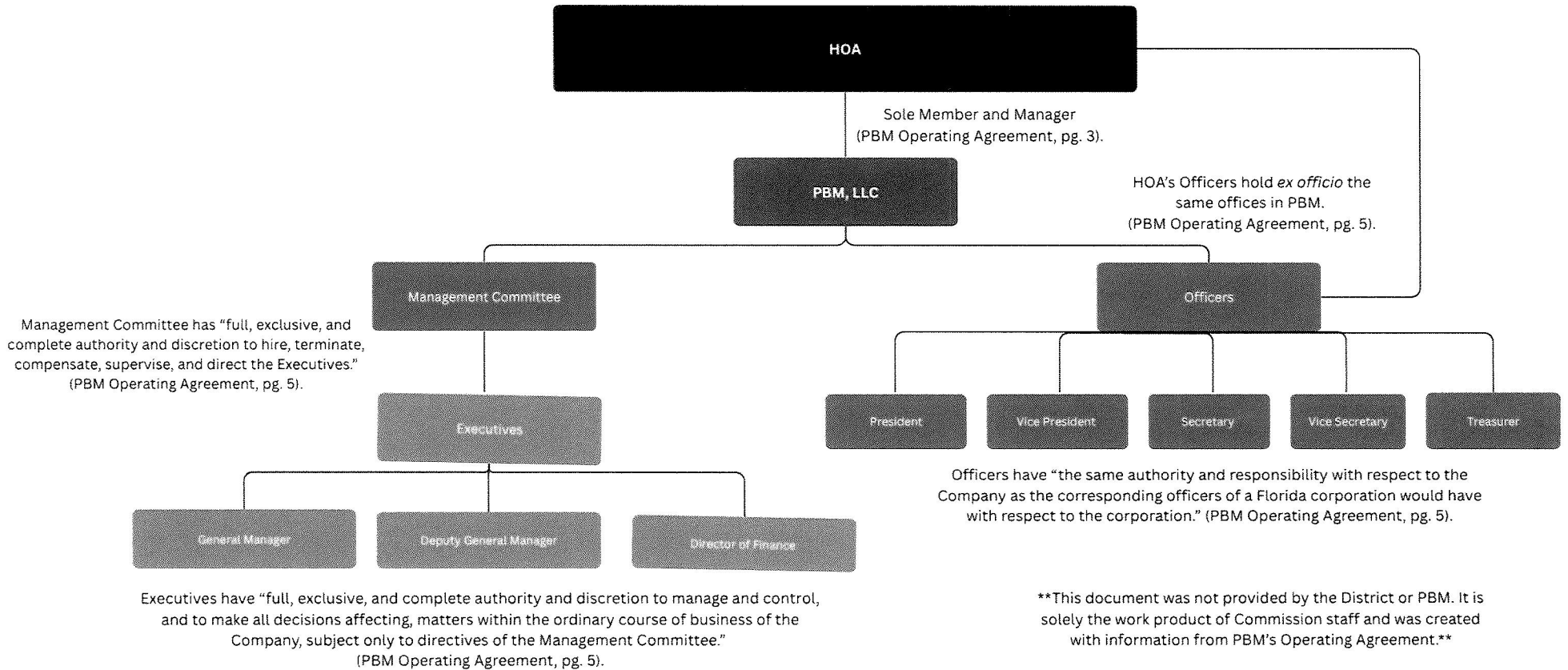
Your question is answered accordingly.

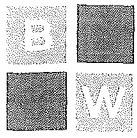
cc: Mark P. Barnebey

JMP/sen/ks

⁴ The lack of actual alignment of interests is explicitly considered in the Mutual Cooperation Agreement between the District and the HOA, which includes a dispute resolution clause.

Organizational Structure of PBM, LLC





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January 26, 2026

Kerrie Stillman, Executive Director
Florida Commission on Ethics
Post Office Drawer 15709
Tallahassee, Florida 32317-5709

Re: Request for Formal Opinion

Dear Ms. Stillman,

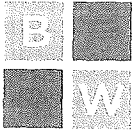
Our firm represents the University Park Recreation District ("District"), a special district created in accordance with Chapter 418, Florida Statutes.

University Park is a 1202 home residential golf course community with a 27-hole golf course and other recreational amenities. It has a homeowner's association, the University Park Community Association, Inc. ("UPCAI").

In 2018, the District was created by the Manatee County Board of County Commissioners based on petition filed by a majority of the residents. In 2019, the District purchased the University Park Golf and Country Club from the original developer of the University Park development. In order to retain the experience and knowledge of the staff of the Country Club, the UPCA I created Park Boulevard Management, Inc. ("PBM"), a Florida corporation, to employ the staff necessary to operate the Country Club and to perform necessary association services for UPCA I. Because PBM was designed to serve both UPCA I and the District, UPCA I created a Management Committee of three (3) people, one of whom could represent the District's interests. The Management Committee is not compensated and is made up of volunteers selected by UPCA I. Generally, the Chair of the District has served as the District representative on the Management Committee. The District has retained PBM to operate and maintain the District recreational facilities.

In 2025, the Chair of the District Board of Supervisors, Sally Dickson, requested an informal opinion from the Commission on Ethics. Chair Dickson submitted significant supporting information with her request. Ethics Commission Attorney Stephanie Novenario responded with an opinion which was summarized as follows:

In summation, your simultaneous service as a Board of Supervisor for the UPRD and as a volunteer member of PBM's Management Committee does not appear to present a prohibited conflict of interest pursuant to either prohibition found within Section 112.313(7)(a), Florida Statutes. Based on your assertion that your service as a member of PBM's three-person Management Committee does not functionally amount to service as a director of PBM, it does not appear that your membership on the Management Committee violated either prohibition found within Section



112.313(3), Florida Statutes. However, if your duties on the Management Committee do amount to the functional equivalent of a director position, your service on the Management Committee would likely violate both prohibitions found in Section 112.313(3).

A copy of this opinion is attached for your reference.

Because the question of whether serving on the PBM Management Committee constituted a violation of Section 112.313(3), Florida Statutes, was not completely resolved by the May 5, 2025, letter from the Commission on Ethics Attorney Stephanie Novenario, the Board of Supervisors has requested a formal opinion.

Although we have not seen an executed version of the Operating Agreement for PBM, counsel for UPCA I has confirmed that the duties and responsibilities of the Management Committee are set forth in Section 2.9 of the Operation Agreement which states as follows:

2.9 Management Committee. The Company will have a Management Committee comprised of three members, each of whom will be appointed by, and serve at the pleasure of the Manager. The Management Committee will have full, exclusive, and complete authority and discretion to hire, terminate, compensate, supervise and direct the Executives.

The manager is defined as UPCA I. The "Executives" are defined in the Operating Agreement as to be the General Manager, a Deputy General Manager, and a Director of Finance within PBM. No Management Committee member individually has the authority to hire or fire any PBM employee. Policy and financial decisions relating to the District are made by the District Board of Supervisors.

Similar language was in Section 12 of the Mutual Cooperation Agreement ("MCA") between UPCA I and the District which reads as follows:

12. Park Boulevard Management LLC (the "Company"). The Association is the sole member of the Company that provides management and personnel services to both Parties. The Operating Agreement of the Company presently provides for:

- a. The elected officers of the Association to be the ex officio officers of the Company.
- b. The appointment by the sole member of the Company of a three person Management Committee to have full authority to hire, terminate, compensate, supervise, and direct the executives of the Company; and the Association will invite the Chairman of the District's Board, if he/she so



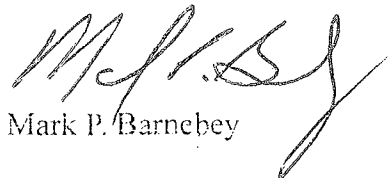
chooses, to name a person to represent the District's interests in such matters.

c. The executives of the Company will include a General Manager, Deputy General Manager and a Director of Finance.

Given the unique circumstances of the relationship between UPCA and PBM and the Management Committee, and the risk of a violation to both the District and a Supervisor who might be serving on the Management Committee, the District is requesting a formal opinion from the Ethics Commission.

Should you have any questions or require further information, please feel free to contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'M. P. Barnebey', written over the typed name.

Mark P. Barnebey

MPB/ja

cc: Board of Supervisors, University Park Recreation District

Enclosure

January 28, 2026

Via Email: chris671a@gmail.com
Tom Christopher, President
University Park Community Association
8301 The Park Boulevard
University Park, FL 34201

Re: Park Boulevard Management, LLC – Management Committee

Dear Tom:

It has come to my attention that serving on the Board of Supervisors for the University Park Recreation District and serving on the Management Committee for Park Boulevard Management, LLC (PBM) may potentially constitute a conflict of interest pursuant to Section 112.313(3), Florida Statutes. The District is in process of requesting a formal opinion from the Florida Commission on Ethics.

In an abundance of caution, I am hereby resigning my volunteer position on the PBM Management Committee. The District would like to continue to be represented on the Management Committee by a person who is recommended by the Board of Supervisors, but not a sitting Supervisor.

Sincerely yours,



Sally Dickson, Chair
University Park Recreation District

Cc: UPRD Board of Supervisors
Mark P. Barnebey, Esq., District Counsel
Telese Zuberer, Esq., Attorney for the University Park Community Association, Inc.

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May 5, 2025

Ms. Sally Dickson

Transmitted by email to: sally.dickson@universityparkrd.com

Re: Your Ethics Inquiry

Dear Ms. Dickson,

This email is sent to you in response to your recent ethics inquiry. We initially sent you an informal opinion with guidance on March 19, 2025; however, you informed us that we may have misstated some of the facts upon which that guidance was based. This guidance is updated to reflect the additional information you have provided.

In your initial e-mail, you note you are an unpaid elected Board Supervisor for the University Park Recreation District (UPRD). The UPRD owns, operates, and controls real property within the District, as well as its facilities and amenities, known collectively as the University Park Country Club.

University Park also has a homeowners' association, known as the University Park Community Association, Inc. (UPCAI). The UPCA I is governed by a Board of Directors, but you do not indicate you serve on that Board.

Both the UPRD and the UPCA I hire its management and staff through Park Boulevard Management, LLC (PBM). PBM is not designated as a not-for-profit entity. You note that PBM is wholly owned by the UPCA I, and the UPCA I is PBM's sole member. The UPCA I's Operating

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Agreement provides that the elected officers of the UPCA are the ex officio officers of PBM, but provides no additional information regarding what being ex officio officers entails.

According to the Mutual Cooperation Agreement between the UPCA and the UPRD, the UPCA appoints a three-person Management Committee that has the "full authority to hire, terminate, compensate, supervise, and direct the executives" of PBM. You note that the Management Committee typically consists of the UPRD Board Chair, the UPCA Board Chair, and a UPCA-designated community resident who does not serve on either of the Boards. You also note that PBM does have a General Manager, and the General Manager reports to the three-person Management Committee.

You wonder whether a prohibited conflict of interest arises if you, an unpaid elected Board Supervisor for the UPRD, continue to simultaneously serve as an unpaid member of PBM's three-person Management Committee.

Relevant to your inquiry, Section 112.313(7)(a), Florida Statutes, states:

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP. – No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . . ; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

Section 112.313(7)(a) contains two separate prohibitions. The first clause of this statute prohibits a public officer or employee from having any contractual relationship with a business entity or an agency that is regulated by or is doing business with his or her agency. The second clause of Section 112.313(7)(a) prohibits a public officer from having a contractual relationship that would create a continuing or frequently recurring conflict of interest or would create an impediment to the full and faithful discharge of his or her public duties. According to Zerweck v. State Commission on Ethics, 409 So. 2d 57 (Fla. 4th DCA 1982), the second clause is designed to prohibit a situation that creates a "temptation to dishonor" one's public responsibilities. The statute is entirely preventative and does not require an actual transgression to occur for a conflict of interest to be found. See CEO 05-14.

For there to be a conflict under either prohibition of Section 112.313(7)(a), the public officer or employee must be employed by, or have a contractual relationship with, a business entity or agency. The threshold question, then, is whether, by serving in an unpaid volunteer capacity on PBM's three-person Management Committee, you have a contractual relationship or employment with PBM.

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As to whether serving on the three-person Management Committee would create a contractual relationship with PBM, the Commission has held that uncompensated service does not constitute a contractual relationship. See CEO 12-3 (“We have also found that uncompensated directors of a corporation, who are not also members of the corporation, have no contractual relationship with the organization.”). Further, you note that there is no contract between yourself and PBM formalizing your volunteer service on the Management Committee. Based upon your facts, there does not appear to be a contractual relationship between yourself and PBM.

Regarding whether you are employed by PBM, “[a] necessary element of ‘employment’ is compensation or some form of consideration.” CEO 19-1. See also CEO 18-13, CEO 00-23. Here, you note your continued role as a member of the Management Committee is unpaid and voluntary. Thus, you are not employed by PBM.

Pursuant to the facts you have presented, which indicate you are neither employed by, nor do you have a contractual relationship with, PBM, it does not appear your continued simultaneous service as a Supervisor with the UPRD and a member of PBM’s Management Committee would create a prohibited conflict pursuant to either provision of Section 112.313(7)(a).

Also relevant to your inquiry is Section 112.313(3), Florida Statutes, which states:

DOING BUSINESS WITH ONE'S AGENCY. – No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.

Section 112.313(3) contains two prohibitions. First, it prohibits you from, in your public capacity as a Board Supervisor for the UPRD, purchasing, renting, or leasing any goods, services, or realty from any business entity where you are an officer, partner, director, or proprietor or in which you have a material interest. A “material interest” is defined in Section 112.312(15) as “direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.”

You represent that your role on the Management Committee for PBM is not equivalent to that of an officer, partner, director, or proprietor of PBM. If that is the case, your simultaneous service as a member of the three-person Management Committee and as a Board Supervisor for

the UPRD would not appear to violate the first part of Section 112.313(3), as you would not, in your public capacity as a Board Supervisor, be purchasing, renting, or leasing any goods, services, or realty from any business entity where you are an officer, partner, director, or proprietor or in which you have a material interest.

If, however, your role as a member of PBM's three-person Management Committee functionally equates to the role of a director of PBM, it is likely that the first prohibition found in Section 112.313(3) would apply to you, and would prohibit you, in your capacity as a Board Supervisor for the UPRD, from purchasing any goods or services from PBM, including the professional management services for which the UPRD currently chooses to contract with PBM. See CEO 90-24 (A public officer purchases for his agency where the commission or board of which he is a member transacts such business). See also CEO 90-24 (noting a deacon of a church is similar to that of a corporate director, as the role of the board of deacons "is to present the issue and a recommendation to the congregation for a vote"). See also CEO 81-40 (noting service as an uncompensated trustee of a nonprofit insurance trust was the equivalent of a "director").

The second prohibition within Section 112.313(3) prohibits you from acting in a private capacity to rent, lease, or sell any realty, goods, or services to the UPRD. "Acting in a private capacity" includes instances where you are personally involved with the sale to the UPRD. See CEO 12-13 (finding a county commissioner would be "acting in a private capacity" to rent, lease, or sell services to the Broward County government if he made any contacts, negotiations, or similar sales efforts towards the Broward County government).

Again, you represent that you do not hold a role equivalent to that of a director as a member of the Management Committee of PBM. If that is the case, you would not be construed to be acting in a private capacity to sell PBM's management services to the UPRD simply through your role as, functionally, a director. See CEO 09-1 ("We have previously indicated that a public officer is deemed to act in a private capacity when a business for which he serves as a director acts."). Additionally, nothing in your facts indicates that you, in your role as a member of PBM's Management Committee, are personally involved in the sale of PBM's management services to the UPRD. Thus, it does not appear your continued service as a member of PBM's Management Committee would violate the second part of Section 112.313(3).

However, if your service in the Management Committee is functionally that of a director of PBM, by virtue of your function as a director, you would be deemed to have acted in a private capacity simply by PBM selling its management services to the UPRD, and your service as a member of PBM's Management Committee would likely violate the second prohibition found in Section 112.313(3). See CEO 09-1.

In summation, your simultaneous service as a Board Supervisor for the UPRD and as a volunteer member of PBM's Management Committee does not appear to present a prohibited conflict of interest pursuant to either prohibition found within Section 112.313(7)(a), Florida Statutes. Based on your assertion that your service as a member of PBM's three-person Management Committee does not functionally amount to service as a director of PBM, it does not appear that your membership on the Management Committee violates either prohibition found

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May 5, 2025
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within Section 112.313(3), Florida Statutes. However, if your duties on the Management Committee do amount to the functional equivalent of a director position, your service on the Management Committee would likely violate both prohibitions found in Section 112.313(3).

The guidance provided in this letter is limited to the facts that have been provided. If there are additional material facts, or if I have misstated them in this letter, please contact me again. If you have any other questions about the guidance contained in this letter, please send me an email at novenario.stephanie@leg.state.fl.us.

Sincerely,

Stephanie Novenario

Stephanie Novenario
Attorney, Florida Commission on Ethics

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Dr. James Bush, III
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"A Public Office is a Public Trust"

March 19, 2025

Ms. Sally Dickson

Transmitted by email to: sally.dickson@universityparkrd.com

Re: Your Ethics Inquiry

Dear Ms. Dickson,

This email is sent to you in response to your recent ethics inquiry. In your e-mail, you note you are an unpaid elected Board Supervisor for the University Park Recreation District (UPRD). The UPRD owns, operates, and controls real property within the District, as well as its facilities and amenities, known collectively as the University Park Country Club.

University Park also has a homeowners' association, known as the University Park Community Association, Inc. (UPCAI). The UPCA I is governed by a Board of Directors, but you do not indicate you serve on that Board.

Both the UPRD and the UPCA I hire its management and staff through Park Boulevard Management LLC (PBM). PBM is not designated as a not-for-profit entity. You note that PBM is wholly owned by the UPCA I, and the UPCA I is PBM's sole member.

The UPCA I appoints a three-person Management Committee to have full authority to hire, terminate, compensate, supervise, and direct the executives of PBM, who serve as the management staff for the UPRD and the UPCA I. The Management Committee typically consists of the UPRD Board Chair, the UPCA I Board Chair, and a UPCA I-designated community resident who does not serve on either of the Boards. Though PBM does have a General Manager, the General Manager reports to the three-person Management Committee.

You wonder whether a prohibited conflict of interest arises if you, an unpaid elected Board Supervisor for the UPRD, continue to simultaneously serve as an unpaid member of PBM's three-person Management Committee.

Relevant to your inquiry, Section 112.313(7)(a), Florida Statutes, states:

CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP. – No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee . . . ; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

Section 112.313(7)(a) contains two separate prohibitions. The first clause of this statute prohibits a public officer or employee from having any contractual relationship with a business entity or an agency that is regulated by or is doing business with his or her agency. The second clause of Section 112.313(7)(a) prohibits a public officer from having a contractual relationship that would create a continuing or frequently recurring conflict of interest or would create an impediment to the full and faithful discharge of his or her public duties. According to Zerweck v. State Commission on Ethics, 409 So. 2d 57 (Fla. 4th DCA 1982), the second clause is designed to prohibit a situation that creates a "temptation to dishonor" one's public responsibilities. The statute is entirely preventative and does not require an actual transgression to occur for a conflict of interest to be found. See CEO 05-14.

For there to be a conflict under either prohibition of Section 112.313(7)(a), the public officer or employee must be employed by, or have a contractual relationship with, a business entity or agency. The threshold question, then, is whether, by serving in an unpaid volunteer capacity on the PBM's three-person Management Committee, you have a contractual relationship or employment with PBM.

As to whether serving on the three-person Management Committee would create a contractual relationship with PBM, the Commission has held that uncompensated service does not constitute a contractual relationship. See CEO 08-7 (“ . . . [I]t is our view that the Commissioner’s service as an officer or director of the Gold Coast Builder’s Association would constitute a prohibited conflict under Section 112.313(7), while mere membership in the Association would not. Nor do we believe that service on one of the organizations’ committees would give rise to a conflict under the statute.”). See also CEO 12-3 (“We have also found that uncompensated directors of a corporation, who are not also members of the corporation, have no contractual relationship with the organization.”). Further, you note that there is no contract between yourself and PBM formalizing your volunteer service on the Management Committee. Based upon your facts, there does not appear to be a contractual relationship between yourself and PBM.

Regarding whether you are employed by PBM, “[a] necessary element of ‘employment’ is compensation or some form of consideration.” CEO 19-1. See also CEO 18-13, CEO 0023. Here, you note your continued role as a member of the Management Committee is unpaid and voluntary. Thus, you are not employed by PBM.

Ms. Sally Dickson
March 19, 2025
Page 3

Pursuant to the facts you have presented, which indicate you are neither employed by, nor do you have a contractual relationship with, PBM, it does not appear your continued simultaneous service as a Supervisor with the UPRD and a member of PBM's Management Committee would create a prohibited conflict pursuant to either provision of Section 112.313(7)(a).

Also relevant to your inquiry is Section 112.313(3), Florida Statutes, which states:

DOING BUSINESS WITH ONE'S AGENCY. – No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.

Section 112.313(3) contains two prohibitions. First, it prohibits you from, in your public capacity as a Board Supervisor for the UPRD, purchasing, renting, or leasing any goods, services, or realty from any business entity where you are an officer, partner, director, or proprietor or in which you have a material interest. A "material interest" is defined in Section 112.312(15) as "direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity."

Here, you indicate you wish to continue to be a member of PBM's three-person Management Committee. You also indicate that the Management Committee has the full authority to hire, terminate, compensate, supervise, and direct the executives of PBM. Additionally, though PBM employs a General Manager, that General Manager reports directly to the Management Committee.

Based upon these facts, your role as a member of PBM's three-person Management Committee appears functionally to be that of a director. As such, it is likely that the first prohibition found in Section 112.313(3) would apply to you, and would prohibit you, in your capacity as a Board Supervisor for the UPRD, from purchasing any goods or services from PBM, including the professional management services for which the UPRD currently chooses to contract with PBM.

The second prohibition within Section 112.313(3) also prohibits you from acting in a private capacity to rent, lease, or sell any realty, goods, or services to the UPRD. "Acting in a private capacity" includes instances where you are personally involved with the sale to the UPRD. See CEO 12-13 (finding a county commissioner would be "acting in a private capacity" to rent, lease, or sell services to the Broward County government if he made any contacts, negotiations, or similar sales efforts towards the Broward County government).

Ms. Sally Dickson
March 19, 2025
Page 4

It appears the second prohibition of Section 112.313(3) would apply to the situation you have detailed. You have stated that the UPRD, the agency for which you serve as an elected Board Supervisor, chooses to contract with PBM for the provision of professional management services – the very services that you, as a Management Committee member, would have full authority over. You have also noted the UPRD pays PBM directly for the management services, and PBM then pays the employees with checks.

Under the facts you have presented, as a PBM Management Committee member with the full authority to hire, terminate, compensate, supervise, and direct the executives of PBM, you would necessarily be acting in a private capacity for PBM to sell those professional management services to the UPRD.

Thus, the scenario you present appears to also violate the second prohibition found within Section 112.313(3), as you would be acting in your private capacity to rent, lease, or sell PBM's professional management services to your agency, the UPRD.

In summation, your simultaneous service as a Board Supervisor for the UPRD and as a volunteer member of PBM's Management Committee does not appear to present a prohibited conflict of interest pursuant to either prohibition found within Section 112.313(7)(a), Florida Statutes. However, it does appear to pose a prohibited conflict of interest pursuant to both the first and the second portions of Section 112.313(3), which forbid you both from acting in your public capacity to purchase, rent, or lease any realty, goods, or services from any business entity of which you are a director and from acting in your private capacity to rent, lease, or sell any realty, goods, or services to your agency.

The guidance provided in this letter is limited to the facts that have been provided. If there are additional material facts, or if I have misstated them in this letter, please contact me again. If you have any other questions about the guidance contained in this letter, please send me an email at novenario.stephanie@leg.state.fl.us.

Sincerely,

Stephanie Novenario

Stephanie Novenario
Attorney, Florida Commission on Ethics

Novenario, Stephanie

From: Mark Barnebey <mbarnebey@blalockwalters.com>
Sent: Friday, March 6, 2026 8:57 AM
To: Novenario, Stephanie
Cc: Sally Dickson - UPRD (sally.dickson@UniversityParkRD.com); Jennifer Alexander
Subject: University Park Recreation District/Request for Formal Opinion
Attachments: Executed Amended & Restated Operating Agreement of PBM, LLC- 2020
4928-7353-5877.pdf

Stephanie – Attached is the Executed Amended & Restated Operating Agreement for PBM, LLC, which I understand to be the current version of the Operating Agreement. Can you please provide me with an update on the status of this request and when it tentatively is scheduled to go to the Commission on Ethics? If I can be of any further assistance or if you have any questions, please do not hesitate to call me. Have a good weekend.

Mark P. Barnebey

Board Certified in City, County and Local Government Law



802 11th Street West | Bradenton, FL 34205
2 North Tamiami Trail, #402 | Sarasota, FL 34236

Office [941.748.0100](tel:941.748.0100) | Facsimile [941.745.2093](tel:941.745.2093)
mbarnebey@blalockwalters.com

To ensure compliance with Treasury Department regulations, we advise you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein.

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WILLIAMS PARKER

11400 Park Boulevard, Suite 1000, Dallas, Texas 75244

ATTORNEYS AT LAW

EST. 1925

J. MICHAEL HARTENSTINE

BOARD CERTIFIED REAL ESTATE ATTORNEY

mhartensine@williamsparker.com

T: (941) 329-6610

F: (941) 954-6045

RECEIPT OF AMENDED AND RESTATED OPERATING AGREEMENT

The undersigned hereby acknowledges receipt of the original Amended and Restated Operating Agreement of Park Boulevard Management, LLC.

UNIVERSITY PARK COMMUNITY
ASSOCIATION, INC.

By: 

John Whyte
President

Date: March 20, 2020

JMH/lb-1898175.1

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
PARK BOULEVARD MANAGEMENT, LLC

Prepared by:
J. Michael Hartenstine
Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

**AMENDED AND RESTATED OPERATING AGREEMENT OF
PARK BOULEVARD MANAGEMENT, LLC**

This Amended and Restated Operating Agreement, dated as of December 13, 2019, is made by and between **PARK BOULEVARD MANAGEMENT, LLC** (formerly known as UPCC, LLC), a Florida limited liability company, and **UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit, its sole Member and Manager, in consideration of the mutual covenants and obligations set forth herein. The terms of this Agreement supersede any contrary terms in the Act, unless the Act makes such contrary terms non-waivable, in which case the Act will govern such terms. In addition, this Agreement amends, restates, supersedes, and replaces the Operating Agreement of UPCC, LLC, dated August 16, 2018.

ARTICLE 1: DEFINITIONS

Unless the context indicates otherwise or the terms are otherwise defined herein, the following terms have the meanings assigned to them in this Article 1.

1.1 "ACT" means the Florida Limited Liability Company Act, Chapter 605, Florida Statutes, as amended.

1.2 "CODE" means the Internal Revenue Code of 1986, as amended, and any subsequently enacted United States income tax code.

1.3 "COMPANY" means **PARK BOULEVARD MANAGEMENT, LLC** (formerly known as UPCC, LLC), a Florida limited liability company, formed in accordance with the Articles of Organization filed with the State of Florida effective as of August 16, 2018, having document number L18000197208, as amended by Articles of Amendment filed with the State of Florida effective as of October 24, 2019, having document number H19000313041.

1.4 "COMPANY PROPERTY" means all the assets of the Company, including money; accounts receivable; investments; bank accounts; shares of stock; interests in partnerships and limited liability companies; other intangible assets; and any other real property, personal property, and property rights belonging to the Company.

1.5 "PERSON" means any natural person, partnership, corporation, trust, association, or other legal entity.

ARTICLE 2: MANAGEMENT

2.1 AUTHORITY AND POWER. The Company will be manager-managed. Except as expressly set forth in this Agreement or the Act, the Manager has full, exclusive, and complete authority and discretion to manage and control the business of the Company and to make all decisions affecting the business of the Company, including the exclusive right to conclusively approve transactions outside the ordinary course of business. Any Person dealing with the Company may conclusively rely on a certificate signed by the Manager as to its identity and its authority to act on behalf of the Company and without

further inquiry may rely upon the authority of the Manager to perform any act or execute and deliver any instrument for the Company. Except as expressly set forth in this Agreement, the Manager has all the rights and powers which may be possessed by the Manager pursuant to the Act.

2.2 LIMITATION UPON RIGHTS AND POWERS OF THE MANAGER. The Manager does not have the authority to do any act expressly prohibited by the Act or by other law.

(a) **Consent of Member Required.** Except as expressly permitted by this Agreement, the Manager does not have the authority to do any of the following acts without the prior consent of the Member:

- (i) any act in contravention to this Agreement;
- (ii) any act that would cause the Company to become taxable as an association for Federal income tax purposes;
- (iii) any act that would subject any Member to personal liability for acts of the Company or the Manager; or
- (iv) possess or assign rights in Company Property for other than a Company purpose.

(b) **Statement of Authority.** The Company may file a statement of authority with any applicable governmental body or non-governmental organization as necessary to enforce limitations upon the power of the Manager or other Persons to act on the Company's behalf.

2.3 GENERAL DUTIES OF THE MANAGER. The Manager shall manage and control the affairs of the Company for its benefit and the benefit of the Member. The Manager owes a duty of loyalty and duty of care to the Company and the Member as provided by the Act, except as provided in this Agreement.

2.4 NUMBER. The name and address of the Manager is set forth on Exhibit A. Exhibit A will be amended, from time to time, to reflect changes in the Manager. The number of Managers may be increased only by the Member. If at any time there is more than one Manager, then any reference in this Agreement to the "Manager" will refer to the Managers, and an act will be considered approved by the Managers if and only if a majority of the Managers approve the act. At any time the Member is the Company's sole Manager, it may refer to itself and execute documents on the Company's behalf as either "Manager" or "Managing Member."

2.5 TERM OF OFFICE; RESIGNATION. The Manager will hold office until resignation, removal from office pursuant to Section 2.6, irrevocable dissolution, or death, whichever first occurs. The Manager may resign at any time upon 30 days' prior written notice to the Member. For the foregoing purposes, an administrative dissolution does not constitute an irrevocable dissolution. The acceptance of a resignation is not necessary to make it effective.

2.6 REMOVAL; VACANCIES. The Manager may be removed at any time and for any reason by the Member, upon written notice by the Member to the Manager. Any vacancies (whether arising out of resignation, death, irrevocable dissolution of an entity which is the Manager, or removal) will be filled by the Member. For the foregoing purposes, an

administrative dissolution does not constitute an irrevocable dissolution.

2.7 OFFICERS. Those persons from time to time serving as president, vice president, secretary, and treasurer of the Member are designated officers of the Company, each holding *ex officio* the same office in the Company as is held in the Member. An officer will have the same authority and responsibility with respect to the Company as the corresponding officer of a Florida corporation would have with respect to the corporation.

2.8 EXECUTIVES. In addition to the officers, the Company will have an executive staff comprised of a General Manager, a Deputy General Manager, and a Director of Finance (each being referred to herein as an "Executive"). The Executives will have full, exclusive, and complete authority and discretion to manage and control, and to make all decisions affecting, matters within the ordinary course of business of the Company, subject only to directives of the Management Committee. The Executives shall render to the Management Committee such oral or written reports of their management of the Company's business in such form and on such occasions as the Management Committee may require.

2.9 MANAGEMENT COMMITTEE. The Company will have a Management Committee comprised of three members, each of whom will be appointed by, and serve at the pleasure of, the Manager. The Management Committee will have full, exclusive, and complete authority and discretion to hire, terminate, compensate, supervise, and direct the Executives.

2.10 BANK ACCOUNTS. All funds of the Company will be deposited in one or more bank accounts in such banking institutions as the Manager may determine. All withdrawals against such accounts for the payment of payroll expenses, payroll taxes, and other employee-related expenses must be made by check, draft, or other written order signed by two Executives, by two officers of the Company, or by an Executive and an officer of the Company. All other withdrawals against such accounts must be made by check, draft, or other written order signed by an Executive and an officer of the Company or by two officers of the Company.

2.11 INDEMNIFICATION. The duty of care owed by the Member, the Manager, the officers, the Executives, and members of the Management Committee in the discharge of their duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, conduct involving bad faith or a knowing violation of law, or such lower standard as may be permitted by a non-waivable term in the Act. In discharging their duties, the Member, the Manager, the officers, the Executives, and members of the Management Committee will be fully protected in relying in good faith upon the records required to be maintained under the Act and upon such information, opinions, reports, or statements by (a) any of the Company's agents or (b) any other Person as to matters they reasonably believe are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to

the Member might properly be paid. The Company shall indemnify the Member, the Manager, the officers, the Executives, and members of the Management Committee for their conduct in such capacities to the maximum extent permitted by law.

ARTICLE 3: CONTRIBUTIONS

3.1 INITIAL CAPITAL CONTRIBUTION. The Member shall make the capital contribution described on Exhibit A at the time and on the terms specified on Exhibit A and will become the Company's sole member in exchange for such contribution. If no time for the capital contribution is specified, the capital contribution will be made upon the filing of the Articles of Organization with the Secretary of State. The value of the capital contribution is as set forth on Exhibit A. No interest will accrue on the capital contribution, and the Member does not have the right to withdraw or be repaid any capital contribution except as provided in this Agreement.

3.2 ADDITIONAL CAPITAL CONTRIBUTIONS. In addition to the initial capital contribution, the Member may make additional capital contributions. Except to the extent of any unpaid portion of the capital contribution described on Exhibit A, the Member is not obligated to make any additional capital contributions.

ARTICLE 4: DISTRIBUTIONS

The Company may make distributions to the Member as determined by the Manager from time to time in accordance with this Agreement. However, no distribution may be declared and paid if such distribution would violate the limitations on distributions set forth in the Act.

ARTICLE 5: TAX MATTERS

Except as provided in the next sentence, as long as the Company has only one Member, the Company will be taxed as a disregarded entity for Federal income tax purposes. If the Company's sole Member consists of individuals holding their membership interest as tenants by the entirety, joint tenants, tenants in common, or through some other similar form of ownership, the Company will be taxed as a partnership under the Code, but will be treated as a single-member limited liability company for all non-income tax purposes. If the Company is taxed as a partnership under the Code, capital accounts will be maintained and Federal income tax attributes will be allocated in accordance with Code Sections 704(b) and 704(c) and the Regulations thereunder. To the extent possible, the state income tax classification of the Company will mirror its Federal income tax classification.

ARTICLE 6: COMPETITION

The Member and the Manager are entitled to enter into transactions that may be considered to be competitive with, or exploit a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member and the Manager may enter into transactions that are similar to the transactions into which the Company

may enter.

ARTICLE 7: TRANSFER OF MEMBERSHIP INTEREST

The Member's membership interest is transferable in whole or in part without the consent of any other Person. An assignee of such membership interest will be admitted as a Member only if the transferring Member, in the Member's sole discretion, consents to such admission. If the Member does not consent to the admission of an assignee as a Member, the Member will retain all the management rights granted to the Member hereunder. If the Member's membership interest is involuntarily transferred pursuant to a divorce proceeding or some other event, the transferee will only be entitled to the rights of an assignee, and the Member will retain all the management rights granted to the Member hereunder. The rights of a creditor of the Member who acquires an interest in the Member's membership interest, whether by reason of a pledge of such interest or otherwise, will be limited to the rights described in Section 605.0503, Florida Statutes, as applicable to single-member limited liability companies, and such creditor will have no other rights whatsoever. Notwithstanding anything to the contrary herein, if a membership interest in the Company is held by a Member as tenants by the entirety, a transfer of such interest to the surviving tenant upon the death of the other tenant will be permitted, and the surviving tenant will automatically be admitted as a Member with respect to the entire interest formerly held as tenants by the entirety.

ARTICLE 8: DISSOLUTION

8.1 PERPETUAL TERM. The Company's existence will be perpetual unless the Member determines to dissolve it. Only the Member may determine if and when the Company will be dissolved. Such right is exclusively reserved to the Member even if the Member's creditor or another Person has acquired part or all of the Member's membership interest without being admitted as a substitute Member.

8.2 LIQUIDATION. Upon the dissolution of the Company, the Company's business will be wound up, its assets liquidated, and the net proceeds of such liquidation distributed to the Member. The Member shall proceed without any unnecessary delay to sell and otherwise liquidate the Company Property. However, if the Member determines an immediate sale of part or all of the Company Property would cause undue loss, in order to avoid such loss, the Member may defer the liquidation, except to the extent provided by the Act. Upon the completion of the liquidation and distribution of the Company Property, the Member shall execute, acknowledge, and cause to be filed all certificates and notices required by law to reflect the dissolution of the Company.

8.3 CONTINUING GOVERNANCE. In the event of a dissolution of the Company, the business affairs of the Company will continue to be governed by the terms of this Agreement during the winding up of the Company's business and affairs.

ARTICLE 9: AMENDMENTS

The Articles of Organization and this Agreement may be amended or restated, or a

new Operating Agreement may be adopted, by mutual agreement of the Member and the Company.

ARTICLE 10: MISCELLANEOUS

10.1 NOTICES. Notices or other communications will be deemed to have been given only when personally delivered by the Person giving notice to the Person receiving notice.

10.2 APPLICABLE LAW. This Agreement will be governed by, and construed in accordance with, the law of the State of Florida (without regard to conflict of laws or similar concepts).

10.3 CONSTRUCTION. Words of gender used in this Agreement will be interpreted to include the other genders, and words in the singular number will be interpreted to include the plural and vice-versa, when the context so requires. The captions to each Article are inserted only as a matter of convenience and for reference purposes and in no way define, limit, or describe the scope or intent of this Agreement.

10.4 INTEGRATION. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them concerning the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not described herein.

10.5 INVALIDITY. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations of the jurisdictions in which the Company does business. If any provisions of this Agreement or its application to any Person or circumstance is, for any reason or to any extent, found to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to other Persons or circumstances will not be affected thereby, but rather will be enforced to the greatest extent permitted by law.

10.6 SUCCESSORS BOUND. This Agreement will be binding upon, and inure to the benefit of, the Member and the Member's legal representatives, heirs, and permitted successors and assigns.

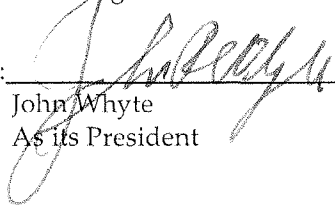
10.7 EXECUTION. The parties may evidence their execution of this Agreement by facsimile or electronic transmission of a copy of this Agreement bearing the respective party's signature, and such facsimile or electronic copy will be binding for all purposes as fully as a copy bearing the original signature of such party.

In witness whereof, the Company, the Member, and the Manager have signed this Agreement effective as of the date first appearing above.

THE COMPANY

PARK BOULEVARD MANAGEMENT, LLC

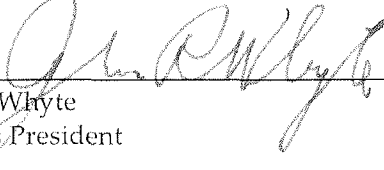
By: University Park Community
Association, Inc., a Florida corporation
As its Manager

By: 

John Whyte
As its President

THE MEMBER

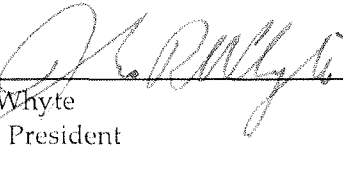
**UNIVERSITY PARK COMMUNITY
ASSOCIATION, INC.**

By: 

John Whyte
As its President

THE MANAGER

**UNIVERSITY PARK COMMUNITY
ASSOCIATION, INC.**

By: 

John Whyte
As its President

EXHIBIT A
TO THE AMENDED AND RESTATED OPERATING AGREEMENT OF
PARK BOULEVARD MANAGEMENT, LLC

| Name and Address of Member | Initial Capital Contribution | Agreed Value of Initial Capital Contribution or Commitment |
|--|---------------------------------|--|
| University Park Community Association, Inc. 8301 The Park Boulevard University Park, FL 34201 | N/A | N/A |

**Name and Address of
Manager**

University Park
Community Association, Inc.
8301 The Park Boulevard
University Park, FL 34201

Novenario, Stephanie

From: Mark Barnebey <mbarnebey@blalockwalters.com>
Sent: Wednesday, February 18, 2026 9:31 AM
To: Novenario, Stephanie
Cc: Steverson, Kathryn; Sally Dickson - UPRD (sally.dickson@UniversityParkRD.com); Vivian Carvalho (carvalhov@pfm.com); Kwame Jackson (jacksonk@pfm.com); Marisa Powers; Telese Zuberer; Jennifer Alexander
Subject: RE: Your Ethics Inquiry

Stephanie – I wanted to follow up on your questions 2 and 3 from your February 5, 2026 e-mail below. Questions 1 and 4 were responded to previously. Yesterday, I spoke with Telese Zuberer, attorney for the University Park Community Association, Inc. (UPCAI), and the responses to your questions are as follows:

(2) Is there an organizational chart for PBM that you can provide, or can you advise me of the organizational structure of the company? I recognize the elected officers of UPCA I are the ex officio officers of PBM, but I am wanting to know more about that structure. How many officers does UPCA I have, and what positions do those officers fill for PBM, exactly?

There is no “organizational chart” per se. PBM is governed by UPCA I, which has a governing board of 7 directors. UPCA I manages and controls the affairs of the PBM for its benefit. See Section 2.3 of the Operating Agreement. Further, Section 2.1 of the Operating Agreement for PBM provides that UPCA I has the full, exclusive, and complete authority and discretion to manage and control the business of PBM and to make all decisions affecting the business of the PBM, including the exclusive right to conclusively approve transactions outside of the ordinary course of business.

The UPCA I Board of Directors appoints all three members of the PBM Management Committee, whose members receive no compensation and serve at the pleasure of the UPCA I Board. See Section 2.9 of the PBM Operating Agreement. The UPCA I Board of Directors also has the authority to remove any member of the Management Committee. One member of the Management Committee is not sufficient to authorize any action of the Management Committee. Currently, no member of the University Park Recreation District Board of Supervisors is serving on the PBM Management Committee, although they have in the past.

The PBM Management Committee has the authority to hire, terminate, supervise, and direct the General Manager, Deputy General Manager and the Director of Finance of PBM. The General Manager of PBM or the General Manager’s designee has the authority to move cash and invest funds.

(3) Organizationally, for PBM, is there an entity higher than the three-person Management Committee?

Yes, the UPCA Board of Directors.

If you have any additional questions regarding this matter, please feel free to call me.

Mark P. Barnebey

Board Certified in City, County and Local Government Law



802 11th Street West | Bradenton, FL 34205
2 North Tamiami Trail, #402 | Sarasota FL 34236

Office [941.748.0100](tel:941.748.0100) | Facsimile [941.745.2093](tel:941.745.2093)
mbarnebey@blalockwalters.com

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From: Novenario, Stephanie <NOVENARIO.STEPHANIE@leg.state.fl.us>

Sent: Thursday, February 12, 2026 2:55 PM

To: Mark Barnebey <mbarnebey@blalockwalters.com>

Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Sally Dickson - UPRD

(sally.dickson@UniversityParkRD.com) <sally.dickson@UniversityParkRD.com>; Vivian Carvalho (carvalhov@pfm.com) <carvalhov@pfm.com>; Kwame Jackson (jacksonk@pfm.com) <jacksonk@pfm.com>

Subject: RE: Your Ethics Inquiry

Hi Mark,

I'm just checking in to see whether you've been able to obtain any additional information regarding the corporate structure of PBM? Our mail-out date for our next Commission meeting is coming up on February 19, and I'd love to be able to get this formal opinion before our Commission on the next meeting. I think I should still be able to do that if we receive the additional information by close of business tomorrow.

Thank you!

Stephanie Novenario

Staff Attorney

Florida Commission on Ethics

850.488.7864 | 850.488.3077 (fax)
novenario.stephanie@leg.state.fl.us

From: Mark Barnebey <mbarnebey@blalockwalters.com>
Sent: Thursday, February 5, 2026 10:31 AM
To: Novenario, Stephanie <NOVENARIO.STEPHANIE@leg.state.fl.us>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>; Sally Dickson - UPRD (sally.dickson@UniversityParkRD.com) <sally.dickson@UniversityParkRD.com>; Vivian Carvalho (carvalhov@pfm.com) <carvalhov@pfm.com>; Kwame Jackson (jacksonk@pfm.com) <jacksonk@pfm.com>
Subject: RE: Your Ethics Inquiry

Stephanie – We are not counsel to UPCA or PBM, but I will try to get you answers to your questions. As for District Chair Sally Dickson, she is aware of the request, as we were instructed to follow-up with a request for a formal opinion letter by the District Board of Supervisors at a meeting of the Board. As an additional note, Chair Dickson resigned from the PBM Management Committee in an abundance of caution while this matter was being considered by the Ethics Commission. I have attached her letter of resignation from the PBM Management Committee for your information.

Mark P. Barnebey

Board Certified in City, County and Local Government Law



802 11th Street West | Bradenton, FL 34205
2 North Tamiami Trail, #402 | Sarasota, FL 34236

Office [941.748.0100](tel:941.748.0100) | Facsimile [941.745.2093](tel:941.745.2093)
mbarnebey@blalockwalters.com

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From: Novenario, Stephanie <NOVENARIO.STEPHANIE@leg.state.fl.us>
Sent: Thursday, February 5, 2026 9:42 AM

To: Mark Barnebey <mbarnebey@blalockwalters.com>
Cc: Steverson, Kathryn <STEVERSON.KATHRYN@leg.state.fl.us>
Subject: Your Ethics Inquiry

Good morning, Mark,

I have a few questions for you regarding the District and the organization of UPCA and PBM that will help me in my analysis.

- (1) I know your inquiry is on behalf of the District as a whole, but for informational purposes, does Sally Dickson herself know that this inquiry is being proposed to the Commission, and has she consented to the inquiry?
- (2) Is there an organizational chart for PBM that you can provide, or can you advise me of the organizational structure of the company? I recognize the elected officers of UPCA are the ex officio officers of PBM, but I am wanting to know more about that structure. How many officers does UPCA have, and what positions do those officers fill for PBM, exactly?
- (3) Organizationally, for PBM, is there an entity higher than the three-person Management Committee?
- (4) Is there a version of the Operating Agreement for PBM that you could provide me, even if it is not executed?

I'm also attaching all of the documents Ms. Dickson previously provided when requesting the informal opinion. I'll be including these in the meeting materials as background information for the Commissioners, and wanted you to be aware of the documents I had that helped to inform our prior guidance. If you notice these are outdated and have updated versions, I would love to see them – particularly the Mutual Cooperation Agreement, which looks like it was signed in 2019 (though I recognize the term of the agreement is for as long as both parties exist, so perhaps nothing has changed).

Thank you!

Stephanie Novenario

Staff Attorney

Florida Commission on Ethics

850.488.7864 | 850.488.3077 (fax)

novenario.stephanie@leg.state.fl.us

MUTUAL COOPERATION AGREEMENT
by and between

UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.
&
UNIVERSITY PARK RECREATION DISTRICT

This Mutual Cooperation Agreement (“Agreement”) is made and entered into as of December ____, 2019, by and between University Park Community Association, Inc., a Florida corporation not-for-profit (the “Association”) and University Park Recreation District, (the “District”) (each, individually referred to as a “Party,” and collectively referred to as the “Parties”).

BACKGROUND OF THIS AGREEMENT

- A. University Park is a residential subdivision located in Manatee County, Florida.

- B. The Association:
 - a. is a Florida corporation not-for-profit operating as a homeowners’ association governed by Chapter 720 of Florida Statute and as such owns, manages and operates common land, roads, various infrastructure & associated services, the surface water management system, ground water systems, perimeter access control facilities, and other facilities (collectively, the “Association Property” or “Community”) all located within University Park.
 - b. is the holder of the water rights for University Park pursuant to a South West Florida Water Management District (SWFWMD) Environmental Resource Permits (ERP) for the surface water system including all ponds, associated drainage and other facilities, and a SWFWMD Water Use Permit(s) (WUP) for surface and ground water use in University Park.
 - c. is the owner (sole member) of Park Boulevard Management LLC, a Florida Corporation that employs management and staff to provide management services, under separate management agreements, to the District and the Association.
 - d. is authorized to enter into agreements pursuant to the Declaration of Conditions, Covenants, and Restrictions for the Association, the Articles of Incorporation of the Association, and the Bylaws of the Association.
 - e. consists of individual members who own 1202 Assessable Lots within University Park.
 - f. is governed by a Board of Directors (the “Association Board”).

- C. The District:
 - a. is a recreation district formed under Chapter 418 of the Florida Statutes, Manatee County Code Chapter 2-8, and Manatee County Ordinance 18-29, which owns, operates, and controls certain real property located within the geographic area of the District in Manatee County, Florida, and the buildings, structures and other improvements located thereon including a 27-hole golf course and practice facilities, a pro shop, tennis and fitness center, tennis courts, a croquet court, a clubhouse with kitchen, restaurant, bar, and meeting rooms, maintenance buildings, a golf cart storage facility and other facilities and amenities appurtenant thereto (collectively, the “District Property”).
 - b. is authorized to enter into agreements pursuant to Chapter 418 of the Florida Statutes, Manatee County Code Chapter 2-8, and Manatee County Ordinance 18-29.
 - c. is governed by a Board of Supervisors (the “District Board”).

D. University Park Country Club (the "Country Club") is a common law trademark of the District and is used in this agreement to refer to the collective recreational facilities operated by the District.

E. Both the Association and the District recognize a strong mutual interest to maintain the long-term viability of University Park as a premier residential community and to cooperate to provide recreation opportunities that enhance the value of the residential real estate investments, the social heart and fabric of the community, Country Club membership, and the community at large.

TERMS AND CONDITIONS OF THIS AGREEMENT

1. Background. The above Background statements are true and correct and are incorporated herein as if set forth below.

2. Information Sharing. Subject to statutory requirements and the Parties' respective internal regulations, the Parties agree to share information concerning matters of common interest to the extent permitted.

3. Meetings of Representatives.

a. To facilitate the exchange of information concerning general operational matters of common interest, there shall be regular meetings between an Association property management representative and a representative of the on-site Country Club management, which meetings shall occur on an as-needed basis, but not less often than quarterly. Records shall be made and maintained as to matters considered and any operational decisions.

b. The Parties shall each designate a member from the respective Board for the purposes of managing this Agreement and any other significant matters of mutual interest. They shall meet at least twice a year.

4. Cross-billing. Because the District and the Association both serve substantially the same residents and homeowners of University Park, the Parties will seek to avoid charging one another for the usage of the other's facilities and services in the normal course of business.

5. Major Projects. Except in the case of an emergency, the Association agrees to inform the District and the District agrees to inform the Association at least sixty (60) days prior to any construction, renovation, remodeling, development, road maintenance or repair, landscaping or other projects having a cost in excess of fifty thousand dollars (\$50,000.00) (a "Major Project") or expected to take over a month to complete, in order to ensure continuity of purpose within the residential community of the Association and the District.

6. Consistent look and image. The Parties recognize the mutual importance of a consistent look and image across the District and Association buildings and the Parties' landscaping throughout University Park. The Association's Architecture Committee is the primary source of advice and guidance to both Parties in these matters.

a. The Parties will cooperate on ensuring a consistent look and image for the highly visible University Parkway frontage. In this the Association recognizes the particular importance of the highly-visible University Parkway signage to the financial success of the District's Country Club operations.

b. All signage that is visible from the roads located within University Park will comply with the restrictions and standards as to the size, color, lettering and location of signs set by the Association.

- c. At least sixty (60) days prior to any Major Project affecting the exterior appearance of District facilities, the District shall submit plans to the Association Architectural Committee for its review and comment. Likewise, at least sixty (60) days prior to any Association Major Project that would be visible from District property, the Association shall submit plans to the District for its review and comment. In the case of an emergency declared by the District or the Association, then such party will provide said notice and plans as promptly as possible.
7. Shared Infrastructure, Facilities and Services.
- a. The District has a nonexclusive easement for, but not limited to, its Club members, guests, invitees, employees, agents, and contractors of access over: (a) all Community roads to the extent reasonably necessary to travel to and from the Country Club and the entrance to the Community; and (b) all portions of the Community to the extent reasonably necessary for the operation, maintenance, repair and replacement of the Country Club.
- b. The Association hereby grants to the District the right of reasonable use of sidewalks, sewage system, drainage system and other facilities located on Association property, which may also serve and benefit the District.
- a. The District hereby grants to the Association the right of reasonable use of meeting rooms, parking, and other facilities located on District property, which may also serve and benefit the Association.
- d. The District hereby grants the right of reasonable use by Park Boulevard Management LLC, including the Association's property management team of up to six (6) staff, of administration offices on the District's property.
8. Access Control. To protect the residential property of Association members, Association property and District Property, the Parties agree to establish appropriate access control protocols for: the District's representatives and agents; Country Club management, staff and vendors; Country Club members, invitees and guests; and the general public that wish to use the District's recreation facilities.
- a. The Association will assist the District in ensuring that such access control protocols are consistent with the District's obligations under Florida Statutes Chapter 418 and under Manatee County Ordinance 18-29.
- b. The District will assist the Association in promoting compliance with the Association's speed restrictions on the Association's roads and other safety policies as noticed and issued by the Association.
9. Ground and Surface Water Systems. The Association shall operate and maintain the Surface-water Management System of 49 ponds, associated drainage and ground water pond augmentation facilities. Such operation and maintenance will ensure compliance with the terms of the applicable SWFWMD ERP and WUP. The District agrees to provide the Association reasonable access to District property, for its employees, agents, or contractors for said operation and maintenance
- a. The District will assist the Association in maintaining pond 32 and ensuring its compliance with SWFWMD WUP and ERP requirements.
- b. The District will assist the Association in maintaining the University Park storm water drainage system, as it pertains to the District's property.
- c. The District shall be responsible for all operations, maintenance and repair of the ground water wells and well piping systems identified as wells Nos. 8 and 9, located on pond 32 (as shown on the map attached as Exhibit A, which is incorporated herein by reference). These wells are the primary source of ground water augmentation of pond 32, from which the District obtains its water for irrigation of the golf course, and in compliance with the Association's SWFWMD WUP.

d. In the event that ground water wells Nos. 8 and 9 become inadequate or unavailable the Association (as the WUP permittee) will assist the District in obtaining approval for such wells, pumps and other water facilities as may be necessary to supplement the ground and surface water available to the District, subject however to any limitations that may be applicable under (i) the University Park Country Club Irrigation Water License Agreement, (ii) approval by Manatee County for the drilling of any new well(s) and (iii) approval by SWFWMD for requested modifications to the WUP(s) and ERPs. The District will be responsible for all the costs in obtaining the necessary approvals, drilling the wells and installation of the associated equipment. The Association recognizes the vital nature of the District's irrigation water requirements for the economic viability of the District and the Country Club.

10. The District's Property. The Parties acknowledge and agree that the District Property is not common property of the Association. The District:

- a. shall not significantly change the level of services and amenities offered, membership plans, facilities or public accessibility of the Country Club without prior consultation with the Association.
- b. shall maintain all preservation areas or conservation easements located within its boundaries as required by Manatee County or other governmental authorities.
- c. agrees that no residential or additional commercial uses of District Property shall be authorized unless the same is approved by the Association. The District shall take no action that would violate the development plans or zoning and development codes approved by Manatee County or other governmental authorities for the District property, in particular concerning designated conservation or preservation areas.

11. Resident Membership. The Association shall maintain the requirement that a person who purchases a lot within the University Park community after December 31, 2007, as a condition of ownership, must apply for and maintain in good standing at all times during such person's ownership of the parcel, at a minimum, Resident Membership in the Country Club operated by the District (the "Country Club"). The terms of Resident Membership as set out in Exhibit B are an integral part of this agreement.

12. Marketing of University Park. The Parties recognize the mutual advantage of a unified approach to the marketing, branding, advertising, public relations and social media presence of University Park and the Country Club.

- a. "University Park" is a registered trademark of the Association and "University Park Country Club" is a common law trademark of the District.
- b. A representative(s) of each Party will meet to prepare appropriate marketing plans for submittal to each Board for approval.
- c. All costs related to the above will be attributed to each Party based on an allocation, as recommended to and approved by the Boards.

13. Park Boulevard Management LLC (the "Company"). The Association is the sole member of the Company that provides management and personnel services to both Parties. The Operating Agreement of the Company presently provides for:

- a. The elected officers of the Association to be the *ex officio* officers of the Company.
- b. The appointment by the sole member of the Company of a three person Management Committee to have full authority to hire, terminate, compensate, supervise, and direct the executives of the Company; and the Association will invite the Chairman of the District's Board, if he/she so chooses, to name a person to represent the District's interests in such matters.
- c. The executives of the Company will include a General Manager, Deputy General Manager and a Director of Finance.

14. Compliance with Legal Requirements. The Parties shall comply in all respects with all applicable legal requirements governing the duties, obligations, and actions of that Party and shall obtain any permits or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other Party.

15. Dispute Resolution. In the event that a bona fide dispute arises between the Parties, either the Association or the District shall deliver to the other an Intent to Negotiate notice. From delivery of the Intent to Negotiate notice, the Parties shall have sixty (60) days to resolve the dispute through good faith negotiations. If the dispute is not resolved between the Parties within sixty (60) days of delivery of the Intent to Negotiate, the Parties agree to engage in mediation. Within thirty (30) days following the last negotiation session the Parties will select a mediator certified by the Florida Supreme Court. If the Parties cannot agree on a mediator, then each party shall choose a mediator and the two so chosen shall select a third Florida Supreme Court certified mediator, who shall serve as Mediator. The initial mediation session shall be held within thirty (30) days after selection of the Mediator. All costs of the mediation, including the fees of the Mediator, shall be shared equally by the Parties. The Parties will participate in the mediation in good faith. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the Mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following ninety days from the selection of the Mediator, whichever occurs first (the "Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so agree. At no time prior to the Earliest Initiation Date shall either Party initiate an arbitration related to this Agreement. Any arbitration hereunder shall be held before a single arbitrator administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction.

16. Attorneys' Fees. The prevailing Party in any arbitration shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

17. Notice Addresses. Any notices permitted or required to be given hereunder shall be in writing and (a) personally delivered or mailed by prepaid U.S. mail or transmitted by electronic mail, to the party to whom such notice is directed, to the addresses below:

UPRD: Attn: Hank Fishkind, PhD
University Park Recreation District
c/o PFM Financial Advisors, LLC
12051 Corporate Boulevard
Orlando, FL 32817
Email: fishkind@pfm.com

With a copy to:

Attn: Mark P. Barnebey, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, FL 34205
Email: mbarnebey@blalockwalters.com

UPCAI:

Attn. President
University Park Community Association, Inc.
8301 The Park Boulevard
University Park, FL 34201
Email:

With a copy to:

Richard A. Ulrich, Esq.
Ulrich, Scarlett, Wickman & Dean, P.A.
713 S. Orange Ave, Ste 201
Sarasota, FL 34236
Email: richard.ulrich@uswdlaw.com

A party may change its address or the person to whom a notice is to be directed by giving notice of such change to the other party pursuant to this Section 16.

18. Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue for any legal action hereunder shall be in Manatee County, Florida.

19. No Joint Venture or Partnership. The Parties to this Agreement are independent contractors and nothing herein shall be deemed to create a joint venture or a partnership. In no event shall either Party be obligated to pay the debts of the other Party. Neither Party is authorized to enter into a contract or agreement for which the other Party is liable to make payment.

20. Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any amendments or supplements to this Agreement shall be in writing and executed by both Parties.

21. Force Majeure. If a *force majeure* event beyond the control of the Parties, including but not limited to events such as war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibits or impedes any Party from performing its respective obligations under this Agreement, such performance shall be excused to the extent and for so long as that Party is prevented from carrying out its obligations by the event.

22. Severability. In the event that one or several of the provisions of this Agreement are found to be invalid, illegal or unenforceable in any aspect in accordance with any laws or regulations, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or compromised in any aspect. The Parties shall strive in good faith to replace such invalid, illegal or unenforceable provisions with effective provisions that accomplish to the greatest extent permitted by law and the intentions of the Parties, and the economic effect of such effective provisions shall be as close as possible to the economic effect of those invalid, illegal or unenforceable provisions.

23. No Waiver. No delay on the part of either Party in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights.

24. Term. This Agreement, as amended from time to time by the Parties, shall survive for so long as both Parties exist.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed and delivered by a duly authorized representative as of the date first above written.

UNIVERSITY PARK COMMUNITY ASSOCIATION, INC., A Florida Corporation Not-for-Profit

By: [Signature]

Name: JOHN WHYTE

Title: President

[Signature]

WITNESS SIGNATURE

Printed Name: JOHN P. MATHIS

[Signature]

WITNESS SIGNATURE

Printed Name: Laune A. Evans

STATE OF FLORIDA
COUNTY OF Manatee

Sworn to and subscribed to before me this 13th day of December, 2019, by John Whyte, as President of and on behalf of UNIVERSITY PARK COMMUNITY ASSOCIATION, INC., who is personally known to me or who has produced _____ as identification.

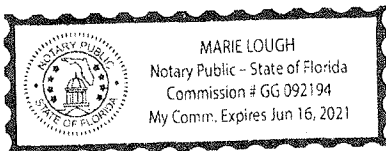
NOTARY PUBLIC:

[Signature]

Signature

Print Name: Marie Lough

My commission expires: 10-16-21



UNIVERSITY PARK RECREATION DISTRICT, a Florida
Recreation District Pursuant to F.S. Ch. 418 and
Manatee County Ordinance 18-29

By: Robert L. Wood
Robert Wood, Chairman

Steven L. Lupermer
Witness Signature

STEVEN LUPERMER
Print Witness Name

James J. Kopnisky
Witness Signature

James J. Kopnisky
Print Witness Name

STATE OF FLORIDA
COUNTY OF Manatee

Sworn to and subscribed to before me this 13th day of December, 2019, by
Robert L. Wood, as Chairman of and on behalf of UNIVERSITY PARK RECREATIONAL DISTRICT,
who is personally known to me or who has produced _____ as identification, on
behalf of the District.

NOTARY PUBLIC:

Marie Lough
Signature

Print Name: Marie Lough

My commission expires: 6-16-21

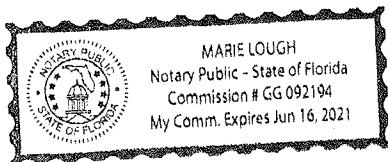


Exhibit B

Required Membership in Country Club

A. **Required Membership in Country Club.** "Resident Membership" shall mean a membership in the Country Club that is designated as such by the Country Club and that includes, at a minimum and to the same extent as is applicable to other memberships in the Country Club, the following rights: (1) the right to use the dining and social facilities of the Country Club, (2) the right to be invited to special member events, and (3) the right to book the dining and social facilities of the Country Club for private events, subject to availability. The exercise of such rights shall be subject to the Country Club's rules and regulations in the same manner as applies to other Memberships. Resident Membership may, in the sole discretion of the Country Club, include additional rights designated by the Country Club and, moreover, provide rights equivalent to a category of regular membership. Each Person acquiring an ownership interest in a Lot after December 31, 2007, as a condition of such ownership, shall make a bona fide application for a Resident Membership (or, at such Person's option, a regular membership, provided a regular membership is then available) in the manner prescribed by the Club Bylaws and, if such application is approved by the Country Club, pay to the Country Club such Country Club Charges as are then payable with respect to such Membership and thereafter maintain, for the duration of such Person's ownership interest in the Lot, such Membership in good standing in accordance with the provisions of the Country Club Bylaws.

B. No Person shall have the right to terminate the obligation for such Person's Membership as long as such Person holds an ownership interest in a Lot, unless the membership is replaced by another category of membership.

C. No Lot Owner who owns more than one Lot shall be required to acquire, and maintain in good standing, more than one membership.

D. Should Resident Memberships at any time cease to be available, the Country Club will so advise the Association and the obligation herein shall remain, and any affected Lot Owners will be so notified by the Association.

E. The Country Club Charges shall be limited to an initiation fee, an annual food and beverage minimum, annual dues, charges incurred by the member for the voluntary purchase of services or goods from the Country Club, and applicable sales taxes.

F. The Initiation Fee and the Annual Dues for the Resident Membership will not exceed the fee of the minimum membership category of the Country Club. The amount of Dues of the first year of any Residential Membership will be pro-rated based upon the closing date of the Lot's acquisition.

G. The amount and structure of the food and beverage minimum for any calendar year shall not exceed the amount and structure of the food and beverage minimum applicable to any other category of membership for such calendar year.

H. All charges (excluding taxes and gratuities) incurred by the Member for purchases from the Country Club of food and beverages shall be applied to the food and beverage minimum.

I. Any Person who acquired a Lot prior to December 31, 2007 has no obligation to become at least a Resident Member and any such person who applied for or in the future applies for and accepts any form of Country Club membership and who subsequently decides to resign from that membership retains their right to not be at least a Resident Member.

J. Any Person who acquires an ownership interest in a Lot from a grandparent, parent, spouse, child, or grandchild by gift, devise, inheritance, or operation of law who is exempted under this Article 17.4 has no obligation to become at least a Resident Member. Such a person shall provide legal documentation to the Association affirming such acquisition.