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**SHARED SERVICES AGREEMENT**  
(Welcome Center)

#Pgs: 8	#Names: 2	
Trust: 4.50	Rec: 33.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

**THIS SHARED SERVICES AGREEMENT** (the "Agreement") is made and entered into as of the 27<sup>th</sup> day of December, 2000, by and among (i) THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT COMMUNITY SERVICES ASSOCIATION, INC. (the "Community Services Association"), a Florida not for profit corporation with mailing address at 145 Plantation Drive, Titusville, Florida 32780, (ii) THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT, INC. (the "Developer"), a Florida corporation with mailing address at Post Office Box 3767, Cocoa, Florida 32924 and (iii) THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT, INC., a Florida corporation with mailing address at Post Office Box 3767, Cocoa, Florida 32924, for itself and any successor owner or owners of the "Welcome Center Parcel", as hereinafter defined (collectively, the "Owner").

**WITNESSETH:**

**WHEREAS**, the Community Services Association owns or will own certain common facilities located within The Great Outdoors Premier R.V./Golf Resort Lands, as described in that certain Declaration of Covenants, Conditions and Restrictions, The Great Outdoors Premier R.V./Golf Resort dated February 6, 1989, of record in Official Records Book 2991, Page 3021, Public Records of Brevard County, Florida, as modified and amended in (a) Official Records Book 3459, Page 1766, (b) Official Records Book 3523, Page 2777, (c) Official Records Book 3688, Page 1448, (d) Official Records Book 3726, Page 973, (e) Official Records Book 3772, Page 914, (f) Official Records Book 4093, Page 3925, (g) Official Records Book 4098, Page 2868, (h) Official Records Book 4124, Page 3374, (i) Official Records Book 4124, Page 3379, and (j) Official Records Book 4223, Page 489, all in the Public Records of Brevard County, Florida, as the same may be further supplemented, amended or restated from time to time (hereinafter, "The Great Outdoors Premier R.V./Golf Resort Covenants"), including, without limitation, certain road ways, water mains, sewer lines and waste water treatment facilities (collectively, the "Common Facilities").

**WHEREAS**, pursuant to the terms of The Great Outdoors Premier R.V./Golf Resort Covenants, the Developer reserved the right to connect with and use the Common Facilities for the development, use and benefit of all that certain property included within The Great Outdoors Premier R.V./Golf Resort Lands.

**WHEREAS**, the Developer has developed and constructed on that certain parcel of land,

being a portion of The Great Outdoors Premier R.V./Golf Resort Lands, as are more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter, the "Welcome Center Parcel") certain office facilities currently used as a sales office and for related administrative purposes.

**WHEREAS**, the parties hereto now desire to enter into this Agreement in order to provide for, among other things, (a) (i) ingress and egress to and from the Welcome Center Parcel and (ii) water and sewer services to the Welcome Center Parcel (sometimes collectively referred to herein as the "Services") and (b) the payment by the Owner, his successors and assigns, of a fair and equitable share of the cost incurred by the Community Services Association to provide and maintain the Common Facilities and to provide the Services.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Definitions. Except as otherwise defined herein, all capitalized terms used herein shall have their same respective meanings as defined in The Great Outdoors Premier R.V./Golf Resort Covenants.

2. Easement for Ingress and Egress. All present and future owners of the Welcome Center, together with their customers, guests, employees and invitees, shall have a nonexclusive easement and right-of-way for vehicle and pedestrian ingress and egress over all roadways, streets and sidewalks now or hereafter established or created within The Great Outdoors Premier R.V./Golf Resorts Lands, including those roadways, streets and sidewalks as are presently in existence and such additional roadways, streets and sidewalks as may be established or created from time to time in the future; provided, however, the Community Services Association shall have the right to limit the exercise of the easement rights set forth herein by customers and guests of the Welcome Center Parcel (unless accompanied by a representative of the Owner) to those portions of the streets and sidewalks as are reasonably necessary to provide ingress, egress and convenient access between Highway 50 and the Welcome Center Parcel and may reasonably restrict such customers and guests from using those streets and sidewalks within The Great Outdoors Premier R.V./Golf Resorts Lands which are not reasonably necessary to provide such ingress, egress and convenient access between Highway 50 and the Welcome Center Parcel unless such customers and guests are accompanied by representatives of the Owner.

3. Water and Sewer Service. The Owner shall have the right to connect the Welcome Center Parcel, and all improvements developed or constructed thereon, with the Water System and the Sewer System servicing The Great Outdoors Premier R.V./Golf Resorts Lands and the Owner, his successors and assigns, shall be entitled to receive water and sewer service to be provided by such Water System and Sewer System, subject to normal governmental regulations applicable to usage, use restrictions and consumption. The cost for such water and sewer service shall be separately metered to the Welcome Center Parcel and billed at actual cost for such water and sewer service by the Community Services Association directly to the Owner or occupant of



such Welcome Center Parcel. In the event the Welcome Center Parcel s account with the Community Services Association for water and sewer service shall at any time be thirty (30) or more days delinquent, the Community Services Association shall have the right to suspend such services until such delinquency is brought current. The Community Services Association may, as a condition to restoring water and sewer service to the Welcome Center Parcel, charge a reasonable and customary reconnection/administrative fee.

4. Lawn and Grounds Maintenance. The Owner, his successors and assigns, shall be responsible for lawn mowing and grounds maintenance within the Welcome Center Parcel, to be maintained in accordance with the high standards of The Great Outdoors Premier R.V./Golf Resort Development. In the event that the Owner or his successors and assigns shall fail to properly perform such lawn mowing and grounds maintenance within the Welcome Center Parcel, the Community Services Association shall, after ten (10) days written notice and opportunity to cure any deficiencies, have the right to enter upon the Welcome Center Parcel for the purpose of performing such lawn mowing and grounds maintenance as may be necessary to bring the Welcome Center Parcel into compliance with the standards established by the Community Services Association for The Great Outdoors Premier R.V./Golf Resort Development, and the Community Services Association shall be entitled to recover the cost of such lawn mowing and grounds maintenance from the Owner, his successors and assigns, as the case may be.

5. Covenant for Payment of Assessments. The Owner, his successors and assigns, shall pay quarterly assessments (the "Assessments") to the Community Services Association for the Services and easement rights granted herein, including, the reasonable costs for operation, maintenance and repair (including appropriate replacement reserves) of the Common Facilities in an amount equal to one-half (1/2) the regular quarterly assessment charged to owners of residential units located within the residential Cluster Developments. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid. In addition to interest, the Community Services Association may charge a late fee equal to \$25.00 or 5% of each Assessment installment which is not paid within ten (10) days of its respective due date, whichever is greater. Any payment received by the Community Services Association shall be applied first to accrued interest, then to the administrative late fee, then to costs and attorney's fees incurred in collection and last to the delinquent Assessments. This shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying payment. The Community Services Association has a lien on the Welcome Center Parcel for any unpaid Assessments, including interest thereon at the highest lawful rate and for reasonable attorney's fees and costs incurred by the Community Services Association in connection with the collection of the Assessments or enforcement of the lien. The lien is effective from the date of the recording of this Agreement. However, as to first mortgagees of record, the lien is effective from and after the date of recording.

Any claim of lien filed hereunder shall be signed and acknowledged by an officer or agent of the Community Services Association and recorded in the Public Records of Brevard County, Florida and shall state the description of the Welcome Center Parcel, the name of the then record

owner, the name and address of the Community Services Association, the amount due and the due date. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorney's fees which are due and which may accrue subsequent to recording of the claim of lien and prior to entry of final judgment of foreclosure. Upon payment, the person making payment is entitled to a satisfaction of the lien.

The Community Services Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments, together with other sums specified herein, without waiving any claim of lien.

Notwithstanding the provisions hereof, a first mortgagee who acquires title to the Welcome Center Parcel by foreclosure or deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's acquisition of title to such Welcome Center Parcel. However, the first mortgagee's liability is limited to the lesser of (a) the unpaid Assessments which accrued or came due during the six (6) month period immediately preceding the acquisition of title and for which payment in full has not been received by the Community Services Association or (b) one percent (1%) of the original mortgage debt.

6. Community Services Association Meetings. The owner of the Welcome Center Parcel shall not be a members of the Community Services Association. Such owner, however, shall be entitled to receive notice of all Community Services Association meetings and shall be entitled to attend such meetings.

7. Rules of the Community Services Association. The Owner of the Welcome Center Parcel, its customers, guests, employees and invitees, shall comply with the rules of the Community Services Association relating to the use of the Common Properties, as the same may be adopted or amended from time to time and as applied on an uniform basis to the owners of all property subject to The Great Outdoors premier R.V./Golf Resort Covenants.

8. Attorneys Fees. If any party hereto shall ever seek to enforce their respective rights under this Agreement or engage an attorney to assist it in enforcing any of the terms hereof, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable sums incurred in connection therewith, whether or not suit shall be brought and, if so, then at all pre-trial, trial, appellate, post-judgment, bankruptcy and other proceedings.

9. Notices. All notices, consents, offers, acceptances, or other communications provided for herein shall be in writing and shall be deemed to have been given, in the case of mailing, three (3) days after the same have been deposited, postage prepaid, in the United States mail, by certified mail, return receipt requested, which shall be addressed to the recipient thereof at its address set forth above, and in other cases when actually received by the other party. Any party may change the address at which notices are to be given to it by giving written notice of such



change to all other parties to this Agreement in the manner set forth herein.

10. Covenants Running with the Land. The rights and obligations set forth in this Agreement between the parties hereto, shall be real covenants running with the land and shall be deemed to be coupled with an interest, and are binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives and successors in title.

11. No Benefit to General Public. This Agreement is not intended nor shall it be construed to create any rights in or for the benefit of the general public.

12. Perpetual Agreement. This Agreement may be modified, amended or canceled only by a written agreement signed by all parties hereto, or their respective successors in interest, and recorded in the Public Records of Brevard County, Florida. Unless otherwise modified, amended or canceled, this Agreement shall be perpetual. The easements granted by the terms of this Agreement shall be effective as of the date hereof.

13. Further Assurances. The parties hereto agree to sign and deliver any and all further assurances, documents, or writings reasonably requested by the other to carry out the terms and provisions of this Agreement.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE GREAT OUTDOORS PREMIER  
R.V./GOLF RESORT COMMUNITY  
SERVICES ASSOCIATION, INC.

By: Larry Mcdaniel  
LARRY MCDANIEL, President

(the "Community Services Association")

THE GREAT OUTDOORS PREMIER  
R.V./GOLF RESORT, INC.

By: James T. Swann  
JAMES T. SWANN, President

(as "Developer")