

Commerce Center

PREPARED BY AND RETURNED TO:  
GREGORY W. GLASS  
GRAY, HARRIS & ROBINSON, P.A.  
POST OFFICE BOX 1870  
MELBOURNE, FL. 32902-1870



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OR Book/Page: 4158 / 3484

Sandy Crawford  
Clerk Of Courts, Brevard County

SHARED SERVICES AGREEMENT

#Pgs: 8 #Names: 3  
Trust: 4.50 Rec: 33.00 Serv: 0.00  
Rent: 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 2nd day of May, 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 COMMERCE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation with mailing address at Post Office Box 3767, Cocoa, Florida 32924 (the "Commerce Center Association").

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 and (g) Official Records Book 4098, Page 2868, all in the Public Records of Brevard County, Florida (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 now intends to develop a commercial condominium project on those portions 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 (the "Commerce Center Property").

WHEREAS, the parties hereto now desire to enter into this Agreement in order to



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provide for, among other things, (a) (i) ingress and egress to and from the Commerce Center Properties and (ii) water and sewer services to the Commerce Center Properties (sometimes collectively referred to herein as the "Services") and (b) the payment by the owners of commercial condominium units ("Commercial Units") 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 all Commercial Units within the Commerce Center Property, 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 Commercial Unit owners to those portions of the streets and sidewalks as are reasonably necessary to provide ingress, egress and convenient access between Highway 50 and the Commerce Center Property 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 Commerce Center Property.

3. Water and Sewer Service. The Developer shall have the right to connect each Commercial Unit located within the Commerce Center Property, 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 owners of each Commercial Unit within the Commerce Center Property 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 as to each Unit and billed at actual cost for such water and sewer service by the Community Services Association directly to the owner or occupant of such Unit. In the event any Unit owner'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 to that Unit until such delinquency is brought current. The Community Services Association may, as a condition to restoring water and sewer service to



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any Unit, charge a reasonable and customary reconnection/administrative fee.

4. Lawn and Grounds Maintenance. The Commerce Center Association shall be responsible for lawn mowing and grounds maintenance within the Commerce Center Property, to be maintained in accordance with the high standards of The Great Outdoors Premier R.V./Golf Resort Development. In the event that the Commerce Center Association shall fail to properly perform such lawn mowing and grounds maintenance within the Commerce Center Property, the Community Services Association shall, after ten (10) days written notice and opportunity to cure any deficiencies, have the right to enter upon the Commerce Center Property for the purpose of performing such lawn mowing and grounds maintenance as may be necessary to bring the Commerce Center Property 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 Commerce Center Association.

5. Covenant for Payment of Assessments. Each owner of a Commercial Unit within the Commerce Center Property 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 Commercial Unit 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 Commercial Unit affected, the name of the 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



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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 any Commercial Unit located within the Commerce Center Property 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 Commercial Unit. 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. Non-Voting Representative. The owners of Commercial Units within the Commerce Center Property shall not be members of the Community Services Association. The Commerce Center Association, however, shall be entitled to receive notice of all Community Services Association meetings and shall be entitled to be represented at all Community Services Association meetings by a non-voting representative designated by the Commerce Center Association. Such non-voting representative shall also be entitled to participate as a member of the Community Services Association Advisory Board.

7. Rules of the Community Services Association. All owners of Commercial Units within the Commerce Center Property, their 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



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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.

In the presence of :

print name: LES R SHORT

print name: GREGORY W. GLASS

print name: LES R SHORT

print name: GREGORY W. GLASS

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

By:   
MALCOLM R. KIRSCHENBAUM,  
President

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

By:   
JAMES T. SWANN, President

*Gregory W. Glass*  
print name: Gregory W. Glass

*Peter E. DiDomenico*  
print name:

PATRICK E. DIDOMENICO  
print name:

THE GREAT OUTDOORS COMMERCE  
CENTER CONDOMINIUM  
ASSOCIATION, INC.

By *Larry McDaniel*  
LARRY McDANIEL, President



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STATE OF FLORIDA )  
                                  )  
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to administer oaths and to take acknowledgments, this 2 day of May, 2000, by Malcolm R. Kirschenbaum, as President of The Great Outdoors Premier R.V./Golf Resort Community Services Association, Inc., who [] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

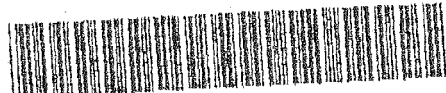
*Nancy K. Turgeon*  
NOTARY PUBLIC  
My Commission Expires:  
NANCY K. TURGEON  
COMMISSION # CC 695674  
EXPIRES DEC 8, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.

STATE OF FLORIDA )  
                                  )  
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to administer oaths and to take acknowledgments, this 2 day of May, 2000, by James T. Swann, as President of The Great Outdoors Premier R.V./Golf Resort, Inc., who [] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

*Nancy K. Turgeon*  
NOTARY PUBLIC  
My Commission Expires:  
NANCY K. TURGEON  
COMMISSION # CC 695674  
EXPIRES DEC 8, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.

STATE OF FLORIDA )  
 )  
COUNTY OF BREVARD )



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The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to administer oaths and to take acknowledgments, this 2 day of May, 2000, by Larry McDaniel as President of The Great Outdoors Commerce Center Condominium Association, Inc., who [] is personally known to me or [] produced \_\_\_\_\_ as identification.

Nancy K. Turgeon  
NOTARY PUBLIC  
My Commission Expires:



NANCY K. TURGEON  
COMMISSION # CC 695674  
EXPIRES DEC 8, 2001  
BONDED THRU  
ATLANTIC BONDING CO., INC.

## EXHIBIT A



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## OVERALL BOUNDARY:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6, THENCE N.89°30'44"E., ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 1092.83 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF A 170.00 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 730, PAGE 237 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S.49°10'00"E., ALONG SAID LINE, 318.18 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE S.49°10'00"E., ALONG SAID LINE, 127.70 FEET; THENCE N.40°42'30"E., 33.11 FEET; THENCE N.38°08'23"E., 83.00 FEET; THENCE S.82°30'01"E., 361.70 FEET TO A POINT LYING ON THE NORTHWESTERLY LINE OF PLANTATION DRIVE AS SHOWN AND DESCRIBED ON THE SURVEY AND PLOT PLAN OF THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT COMMUNITY SERVICES ASSOCIATION, INC. AS RECORDED IN OFFICIAL RECORDS BOOK 2991, PAGE 3046 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND SAID POINT LYING ON THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 753.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S.46°18'48"E.; THENCE ALONG THE BOUNDARIES OF SAID PLANTATION DRIVE, THE FOLLOWING FOUR COURSES AND DISTANCES; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°07'27", 54.20 FEET TO THE POINT OF TANGENCY; THENCE S.47°48'39"W., 69.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1048.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°48'13", 142.74 FEET TO THE POINT OF TANGENCY; THENCE S.40°00'26"W., 179.59 FEET; THENCE S.47°36'54"W., 68.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 224.94 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°45'46", 120.77 FEET TO THE POINT OF TANGENCY; THENCE S.16°51'08"W., 64.95 FEET; THENCE N.57°30'00"W., 301.42 FEET; THENCE N.53°08'46"W., 108.70 FEET; THENCE N.35°55'37"E., 203.29 FEET; THENCE N.52°25'29"W., 7.09 FEET; THENCE N.37°34'31"E., 225.04 FEET TO THE POINT OF BEGINNING.  
CONTAINING 5.06 ACRES MORE OR LESS.