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SHARED FACILITIES USE AND OPERATING AGREEMENT

THIS SHARED FACILITIES AND OPERATING AGREEMENT (the "Agreement") is made and entered into as of the 15th day of January, 2001, by and between:

(i) **THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT, INC.**, a Florida corporation with mailing address at Post Office Box 3767, Cocoa, Florida 32924 (hereinafter, the "Developer"), and

(ii) **THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT COMMUNITY SERVICES ASSOCIATION, INC.**, a Florida not-for-profit corporation, with mailing address at 145 Plantation Drive, Titusville, Florida 32780 (hereinafter, the "Association").

WITNESSETH:

WHEREAS, the Developer is the developer of that certain residential community located in Titusville, Florida, known as The Great Outdoors Premier R.V./Golf Resort (the "Development") upon certain property identified as THE GREAT OUTDOORS PREMIER R.V./GOLF RESORT Lands 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 amended (the "Declaration").

WHEREAS, the Association is the entity which has been organized for the purpose of owning and operating certain common properties (the "Common Properties") within the Development, all as provided by the terms of the Declaration.

WHEREAS, the Developer and the Association now desire to enter into this Agreement to provide for, among other things, certain rights of shared usage and an equitable sharing of costs and responsibilities with respect to certain facilities located with in the Development between the Developer and the Association, all as provided herein.

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 acknowledge and agree as follows:

1. Drainage Swales. The Parties hereto acknowledge that certain drainage swales (the "Swales") lie partially within the boundaries of the Common Properties and partially within the boundaries of properties owned by the Developer (the "Developer Owned Properties"), including, but not limited to, that certain golf course (the "Golf Course") located within the Development. Each of the parties hereto, and their respective successors and assigns, shall be responsible for maintaining those portions of the Swales as are located on their respective properties to the boundary lines thereof. In the event any blockages shall occur which shall restrict the free flow of storm and surface waters, the Association shall be responsible for clearing any such blockages and restoring the free flow of storm and surface water, and the parties hereto shall share equally in the costs incurred to clear the same; provided, however, in the event that the Association fails to maintain the free flow of storm and surface water through such Swales, then, and in that event, the Developer, its successors or assigns, shall have the right, at its option, after written notice (except in the event of an emergency) to perform such maintenance and the Association agrees to reimburse the Developer for its costs in connection therewith. For purposes hereof, the term "costs" shall be deemed to include all actual out-of-pocket expenses. In the event of a conveyance of any portion of the Developer Owned Properties to a third party, including, without limitation, any sale of the Golf Course, such third party shall be bound by the terms hereof with respect to those portions of the Developer Owned Properties so acquired.

2. Golf Course Lakes. In addition, there are certain existing lakes (the "Lakes") located on or around the perimeter of the Golf Course which lie partially within the boundaries of the Golf Course and partially within the Common Properties. An allocation, based on gross area, of the Lakes between the Common Properties and the Golf Course is set forth on Exhibit A attached hereto and made a part hereof. The Developer, or any successor owner of the Golf Course, shall be responsible for performing all necessary maintenance with respect to the Lakes and the Association shall reimburse the Developer for its proportionate share of the actual out-of-pocket expense of such maintenance, according to the allocation set forth on Exhibit A. In the event the Golf Course is sold or conveyed to a third party, such third party shall assume and be responsible for maintaining the Lakes in accordance with the terms of this Agreement and the Association shall reimburse such third party for its proportionate share of such maintenance costs as provided herein. Each of the parties hereto shall be responsible for maintaining their own respective properties fronting on any Lake down to the waterline of such Lake.

3. Shared Irrigation System. The Development is serviced, in part, by a master irrigation system and pumping station, which irrigation system includes all pumps, service lines and related equipment which serves both the Common Properties and the Golf Course, including, without limitation, all six inch (6") and eight inch (8") irrigation lines locate on the Golf Course (the "Irrigation System") and provides irrigation to the Golf Course, the Common Properties and



various residential and commercial properties within the Development. Due to the operational needs of the Golf Course, it is necessary that the Golf Course have access to, and use of, the Irrigation System at the times and according to the schedule attached hereto and made a part hereof as Exhibit B. In addition, certain conditions including, by way of example, freezing weather, require that the Golf Course have priority access to, and use of, the Irrigation System during certain extraordinary periods of time (the "Extraordinary Periods"). The parties hereto hereby agree that the Developer or its successor shall have priority use of the Irrigation System for Golf Course irrigation purposes in accordance with the schedule attached hereto as Exhibit B and during such Extraordinary Periods as are reasonably necessary to operate the Golf Course and prevent damage from occurring thereto; provided, however, in exercising such priority access and use rights, the Developer will, to the extent possible, do so in a manner which will minimize the adverse effect of the other properties serviced by the Irrigation System. The Association shall have use of the Irrigation System in order to provide irrigation to the Common Properties and the various residential and commercial properties within the Development at all other times, subject to the availability of water for irrigation purposes.

The Developer or its assignee shall maintain and keep the Irrigation System in proper working order. The cost of such maintenance shall be shared between the Developer, or its assignee, and the Association on a proportionate basis based on usage. In the event that the Developer or its assignee fails to maintain and repair such Irrigation System in proper working order, the Association shall have the right, at its option, after written notice (except in the event of a bona fide emergency) to perform such maintenance and repairs, in which event the Developer shall reimburse the Association for the actual out-of-pocket expense incurred in performing such maintenance and repairs.

The parties hereto further acknowledge and agree that the Developer shall have the right to connect such additional portions of the Developer Owned Properties located within the Development to the Irrigation System as the Developer may elect to develop from time to time, and such properties shall be serviced by the Irrigation System.

4. Other Shared Facilities.

4.1 Radio Tower and Repeater Equipment. The parties hereto hereby acknowledge that the Developer has constructed a radio tower on a portion of the Common Property and has installed thereon certain repeater equipment for radio communications within the Development. The parties hereto hereby acknowledge that the Association shall have the responsibility to maintain and repair the radio tower and the repeater equipment located thereon in order to accommodate such radio communications. In the event that the Association fails to maintain and repair such tower and equipment in good working order, the Developer shall have the right, at its option, after written notice (except in the event of a bona fide emergency) to perform such maintenance and repairs, in which event the Association shall reimburse the Developer for the actual out-of-pocket expense incurred in performing such maintenance and



repairs.

4.2 Guardhouse. The parties hereto hereby agree that the Association shall maintain the existing guardhouse securing the entrance to the Development at its current location or at such other location as shall be determined by the Developer and shall not take any action to relocate the same without the prior written authorization of the Developer. It shall be the responsibility of the Association to maintain and repair the guardhouse structure and to provide a security guard at such location on a twenty-four (24) hour basis.

4.3 Fire Hydrants and Service Lines. The parties hereto hereby agree that the Association shall have the responsibility for maintaining all fire hydrants and service lines as are now, or may hereafter be, located within the Development in good working condition, provided, however, the Developer or its successors shall perform all necessary maintenance on service lines located within the Golf Course and the Association will reimburse the Developer for the cost thereof. In the event that the Association fails to maintain such hydrants and service lines in good working order, the Developer shall have the right, at its option, after written notice (except in the event of a bona fide emergency) to perform such maintenance, in which event the Association shall reimburse the Developer for the actual out-of-pocket expense incurred in performing such maintenance. Neither the Association or the Developer shall take any action which shall take the fire hydrants and service lines out of service for any period of time which will jeopardize the health, safety or welfare of residents or owners of property within the Resort.

4.4 Maintenance Area Fence. The Developer shall maintain and repair the fence enclosing the maintenance area, as shown on Exhibit C attached hereto and made a part hereof, and the cost of any such maintenance, repair or replacement thereof shall be shared between the Developer and the Association on an equal basis; provided, however, in the event that any damage to the fence is caused by any negligent act or omission by either party, the party causing such damage shall be responsible for the cost of such repairs. In the event that the Developer fails to maintain and repair such fence enclosure, the Association shall have the right, at its option, after written notice (except in the event of a bona fide emergency) to perform such maintenance and repairs, in which event the Developer shall reimburse the Association for the actual out-of-pocket expense incurred in performing such maintenance and repairs.

4.5 Maintenance Area Access Road. The Association shall maintain the access road to the maintenance area, as shown on Exhibit D attached hereto and made a part hereof, and the cost of any such maintenance (including grading and resurfacing thereof) shall be shared equally between the Developer and the Association. In the event that the Association fails to maintain and repair such access road, the Developer shall have the right, at its option, after written notice (except in the event of a bona fide emergency) to perform such maintenance and repairs (including grading and resurfacing), in which event the Association shall reimburse the Developer for the actual out-of-pocket expense incurred in performing such maintenance and repairs.



5. Rights Reserved by the Developer. The Association hereby acknowledges that the Developer has retained and shall be entitled to exercise the following rights with respect to the Common Properties located within the Development:

5.1 Right of Way for Ingress and Egress. The Developer 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 Development, including those roadways, streets and sidewalks located upon the Common Properties. This easement and right-of-way shall be for the use and benefit of all present and future owners of all parcels or tracts of land within the Development, including, without limitation, any commercial parcels or tracts which may be established by the Developer from time to time, and for the Developer, its assignees, licensees and permittees, to access those certain lands located to the south of the Development, as more particularly described on Exhibit E attached hereto and made a part hereof.

5.2 Easement for Utility Purposes. The Developer shall have a blanket easement and right-of-way for utility purposes over, through and under all of the Common Properties for the use and benefit of all of the real property included within the Development, together with a right of ingress and egress for installation, maintenance, repair, replacement, relocation, expansion and operation of any and all utility and other service lines, facilities and systems intended to provide utility services to any portion of the Development, including, without limitation, any commercial tracts or parcels which may be established by the Developer from time to time.

5.3 Surface Drainage System. The Developer shall have an easement and right-of-way for drainage and storm water retention purposes over and through the "Surface Drainage System", as defined in the Declaration, including all of the ditches, culverts, retention ponds, underdrains and other improvements for the drainage of storm water located upon or within the Common Properties, for the use and benefit of all of the real property included within the Development, together with a right of ingress and egress for installation, maintenance, repair, replacement, relocation, expansion and operation of the Surface Drainage System, all in accordance with the permit(s) issued by the St John's River Water management District.

6. Expansion of the Development. The Developer may, by amendment to the Declaration, expand the property included within the Development to include additional lands now owned or hereafter acquired by the Developer which are contiguous to the Development and which are to be developed in accordance with the Developer's general plan for development of the Development.

7. Arbitration. To the maximum extent not prohibited by law, any controversy, dispute or claim arising out of, in connection with, or relating to this Agreement, including, but



not limited to, any claim based on or arising from an alleged tort or an alleged breach of any agreement contained herein, shall, at the request of any party to this Agreement (either before or after the commencement of judicial proceedings), be settled by arbitration pursuant to Title 9 of the United States Code, which the parties hereto acknowledge and agree applies to the transaction involved herein, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). In any such arbitration proceedings: (i) all statutes of limitations which would otherwise be applicable shall apply and (ii) the proceeding shall be conducted in Brevard County, Florida, by a single arbitrator. Any arbitrator shall be selected by the process of appointment from a panel pursuant to Section 13 of the AAA Commercial Arbitration Rules and each arbitrator will have AAA-acknowledged expertise in the appropriate subject matter. Any award rendered in any such arbitration proceeding shall be final and binding, and judgment upon any such award may be entered in any court having jurisdiction. Notwithstanding the foregoing, to the extent the matter in controversy is covered by insurance, no award shall be binding unless binding arbitration is consented to by all applicable insurers. Each party shall exercise its best efforts to obtain such consents.

8. Further Assurances. The Association and the Developer each covenant and agree that they shall execute, deliver and record such further documents and instruments, and shall take such further action, as shall be necessary or desirable from time to time to carry out the intent and purpose of the foregoing Agreement.

9. Notices. Any notice required or permitted to be given by this Agreement, to be effective, must be in writing and sent by certified U. S. mail, federal express or other reputable courier, addressed (as applicable) to the recipient thereof at its address first set forth on page one of this Agreement, with postage and courier charges prepaid. Either party hereto may change its respective address, for notice purposes, by delivering notice of such change to the other in accordance with this paragraph. Any notice shall be deemed "delivered" when sent as aforesaid and received, unless receipt is refused, in which case the notice shall be deemed "delivered" when refused.

10. 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.

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

12. Parties Bound. This Agreement shall run with the land and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.




STATE OF FLORIDA)
) S.S.:
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgments, this 15 day of January, 2001 by Larry McDaniel, as President of The Great Outdoors Premier R.V./Golf Resort Community Services Association, Inc., a Florida not-for-profit corporation, who is [] personally known to me or [] produced _____ as identification.

Nancy F. Merchant
NOTARY PUBLIC
My Commission Expires:




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**EXHIBITS TO SHARED FACILITIES USE
AND OPERATING AGREEMENT**

Exhibit A - Allocation of Gross Area of Lakes

Exhibit B - Irrigation System Use Schedule

Exhibit C - Maintenance Area Legal Description

Exhibit D - Maintenance Area Road Access Road Legal Description

Exhibit E - Description of Land South of Resort



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Lake Measurements at The Great Outdoors

Exhibit "A"

	Acres
Hole # 1	
Lake left of carry rough.	1.0
Lake right side of fairway	3.0
Lake short left of green	.75
Hole #2	
Lake right side of entire hole	4.0
Hole #3	
Lake between 3 fairway and 4	.80
Hole #5/6	
Lake between both holes	4.0
Hole 8	
Lake in front of green	2.0
Hole 9	
Lake in front of tees	7.0
Hole 11	
Lake to carry over to green	3.0
Lake on right of cart path	.15
Hole #12	
Lake at blue tee	1.0
Lake right side between tee areas	.25
Lake along left side fairway	1.0
Hole #13	
Lake right of fairway	3.5
Hole #14	
Lake at by tee boxes	2.0
Lake short right of green	3.0
Hole #15	
Lake in front of white tee	.80
Hole #17	
Lake right and behind green	5.0
Hole #18	
Lake left of fairway waste bunker	1.5
Aqua Range/Reservoir	13.0

Average depth of lakes is 6 feet.

Maintenance contract cost will be split 50/50 Golf Course/CSA



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Exhibit "B"

Water System Usage for Golf & CSA.

1. Golf Course shall have 100% usage of supply from 7pm-5am daily, 15% usage of supply from 7pm-8pm & 5am-6am, and have the right to 100% usage in extraordinary periods such as frost protection, fertilizer or chemical applications and will include the overseeding period.
2. Water usage by the CSA during the remainder of the time shall be coordinated through the Golf Course Superintendent.
3. CSA will not tie in to any golf course irrigation line or add additional watering requirements to existing lines served by the golf course.



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