

COMMON USE
AGREEMENT

THIS AGREEMENT, made and entered into the ____ day of _____, 20____, by and between MAINLANDS OF TAMARAC BY THE GULF UNIT ONE ASSOCIATION, INC., MAINLANDS OF TAMARAC BY THE GULF UNIT TWO ASSOCIATION, INC., MAINLANDS OF TAMARAC BY THE GULF UNIT THREE ASSOCIATION, INC., MAINLANDS OF TAMARAC BY THE GULF UNIT FOUR ASSOCIATION, INC., AND MAINLANDS OF TAMARAC BY THE GULF UNIT FIVE ASSOCIATION, INC., **Mainlands Master Association INC.** all Florida ~~non-profit~~ **Not for Profit** corporations, hereinafter collectively referred to as the Associations.

WITNESSETH:

WHEREAS, each of the Associations is responsible for the management of a condominium in the development generally known as MAINLANDS OF TAMARAC; and

WHEREAS, there are certain areas located within the development which are either, used in common by all of the Associations and their members or are dedicated to their use; and

WHEREAS, there is no provision made in the condominium documentation or in any existing agreement for the means of operation, maintenance, repair and improvement of such areas, such areas and the expenses related thereto hereinafter being referred to as the common-use elements; and common-use expenses; and

WHEREAS, the Associations desire to enter into an agreement to provide for such operation, maintenance, repair and improvement of said common use elements and to provide for the apportionment of the expenses incurred therein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, it is agreed by the Associations as follows:

1. That, except as hereinafter specifically provided, the common-use expenses, as hereinafter more specifically defined, including any professional fees, salary, and all other expenses related thereto, shall be paid by each Association on a pro-rata basis, with each Association paying the percentage computed by dividing the total number of individual units in each Association by the aggregate of all individual units in the schedule. Enclosure 1 provides the pro-rata share for each association for all anticipated expenses.
2. No common-use expense, over \$1,000.00 (other than emergency) shall be incurred except upon the affirmative action of not less than a simple majority of the Associations involved, per appropriate exhibit. In the event that a proposed action is brought up for vote, in two consecutive meetings, and fails to obtain a simple majority, the matter shall be tabled for at least sixty days, at which time it may be brought up for reconsideration, and at sixty-day intervals thereafter for so long as it is proposed by one or more Associations and fails to obtain a majority vote.
3. **Regular Maintenance items not to exceed \$5,000 may be approved by the Master President.**

“EXHIBIT A”

4. Each of the Associations agrees to assess its members for sufficient funds so that such Association shall be able to contribute its proportionate share of any common-use expense which has been approved by a simple majority of the Associations as aforesaid. It is understood that such assessment may be by normal assessment, creating a reserve, or by special assessment, at the option of the Associations.
5. It is agreed that during the term of this agreement the common-use elements shall be operated and managed by ~~one manager~~ **the master board** who shall be selected by the affirmative vote of a simple majority of the Associations who are signatories to this document.
6. This agreement shall remain in full force and effect commencing _____ 20____, subject to amendment if deemed necessary by a majority of Associations involved in the area under consideration, i.e. 1 through 4, 1 through 5, or 1 through 7, (in the case of 1 through 7, a majority vote shall require 6/7 approval).
7. For purposes of definition, the common-use elements and common-use expenses are set forth, as agreed upon among the parties in Enclosures 2, 3, and 4 attached hereto, and by reference made a part hereof. Said Enclosures 2, 3, and 4, can only be amended by the affirmative vote of a majority of the associations involved.
8. Should an association or associations choose to withdraw from the Master Association, this Common Use Agreement shall be terminated. A new common use agreement will then be negotiated. **Updated language to include notice of withdraw date by June 30th, responsible for remaining year budget.**
- 9. PENALTY FINE FOR NON COMPLIANCE OF AGREEMENT OR CONTRIBUTORY RESPONSIVITIES.**

IN WITNESS WHEREOF, the Associations have caused this Agreement to be executed by its duly authorized officer, pursuant to authority granted by the respective Boards of Directors of the Associations, as of the day and year first above written.

Signature Page

ENCLOSURE "1" (Common-use agreement)

Pro-Rata Schedules:

Schedule A:

Percentage Shares:

UNIT	#HOMES	When Units 1 thru 4	When Units 1 thru 5	When Units 1 thru 7
1	341	.261905	.214465	.176045
2	294	.225806	.184906	.151781
3	353	.271122	.222013	.182241
4	314	.241167	.197484	.162106
5	288		.181132	.148684
6	237			.122354
7	110			.056789

Schedule B: Attorney said no harm in leaving the golf course named if situation changes

When Units 1 through 7 and Golf Course involved.
(Golf course, Florida Power Right of Way, Storm Drainage System)

Golf Course to pay 10% of total costs and the balance (90%) pro-rata per Schedule A Units 1 thru 7.

Schedule C:

When Units 1 through 5 and Golf Course are involved (approximately 1133 ft. Mainlands Blvd., repair and replacement expenses-from entry to Mainlands Blvd. to North end of golf course parking lot).

Golf course to pay 17% of total cost of such expenses and the balance of 83% shared by units 1-5 per Schedule A.

~~Schedule D:~~

~~Responsibility for first 600 ft. entry from U.S. 19.~~

~~Participants:~~

~~Units 1-7 (per Schedule A)~~

Golf Course Lessee 7%	30% of total expense
Mainlands Village Shopping Center	50% of total expense
Chevron Station	5% of total expense
First America Bank	5% of total expense
Caroline Properties	5% of total expense
Harris Properties	5% of total expense

Enclosure "2"

Common use elements and expenses, Unit 1-5

Mainlands Boulevard and Medians

All costs for maintenance, repair and improvement of the paving of Mainlands Boulevard, (excluding gutters), and 40th street (excluding gutters), from Mainlands Boulevard South to boundary of Unit Five, Shall be common-use expense. (Exception: The golf course shares In expenses for the first 1,733 feet (see enclosure 4 for golf course share) maintenance and repair on medians 4 through 52, trees, and irrigation shall be a common-use expense. Exception: Paving of Mainlands Boulevard and maintenance of medians within boundaries of Unit Six and from center of Florida Power Utility right of way between Unit five and Unit six, and Unit Four and Unit Six, to be Unit Six expense with no part to be borne by other units. Exception: Maintenance of sidewalks adjacent to Mainlands Boulevard are the responsibility of the unit in which they lie. The sidewalk on the Florida Power Utility easement between units two and three, four and six, and five and six shall be a shared expense of the respective units.

Potable Water Lines

All of the lines lying within the Mainlands Boulevard boundaries of Units 1-5, which comprise the main loop lines, regardless of size will be considered potable water line elements. The expense related to the repair and maintenance of these lines will be paid on a pro-rata basis.

Potable system cut-off valves:

All cut-off valves on main loop lines within units 1-5 shall be a common-use expense. ~~Exception: All residence supply valves for 1-3 residents are a unit expense (Unit Policies and procedures vary on this segment of potable water lines—see unit documentation for particular unit concerned.)~~

Expenses connected with the main loop lines lying within the boundaries of unit 6, from center of Florida power Utility right of way between unit 6 and unit 5, and unit 6 and unit 4 (Florida power Utility Easements) will be borne solely by unit 6. See Agreement Pinellas County Records Book 7414 Page 651.

Other item of common-common expense, Unit 1-5

~~Maintenance Supervisor's salary~~

~~Administrative chief salary~~

Janitor chemicals and cleaning supplies

Pool testing chemicals and cleaning supplies

Warehouse expense to include all refuse disposal fee

Costs of acquiring, maintaining, insuring and operating vehicles Cost of tools, equipment and miscellaneous supplies parts and materials used to repair and maintain irrigation lines. ~~to include all major service lines to zones regardless of size (2" and above)~~

Costs of audit, legal expense and insurance premiums with regard to the common-use expenses.

Exception: Each Unit will pay for their own Sprinkler heads and Sprinkler head nozzles.

ENCLOSURE “3”

COMMON-USE ELEMENTS AND EXPENSES, UNITS 1-4

IRRIGATION SYSTEM

All costs relating to the operation, maintenance and upgrading of the total system (less main service lines) in Units 1-4 shall be a common-use expense. This includes materials, parts, and electric to keep the system in good operating condition, ~~including the wells and pumps in Lake Tamarac and Lake Four~~. Labor costs for routine maintenance such as cleaning sprinkler heads and labor for repairs to sprinkler lines, other than main service lines will be charged to the individual Unit.

SEA WALL

All repairs, maintenance and replacement of seawalls in Units 1-4 shall be a common-use expense.

LAKES

The cost of maintaining, operation and water treatment of all four (4) lakes and their outfalls shall be considered a common-use expense.

STORM DRAINAGE SYSTEM

All of the following will be considered as common-use expense for Units 1-4. ALL of the original storm drainage system located within the boundaries of Units 1-4, Also included is the outfall from Unit Four across the ~~Florida Power~~ **Utility** easement to the East Lake in Unit Six. Expenses for revising, or adding to, the original system should be discussed by the four units and apportionment of expenses agreed upon by Units 1-4. **Cost to replace concrete storm drain lids will be a shared expense, optional upgrade costs will be responsibility of the unit.**

SANITARY SEWER LINES

The main trunk line and force main running from Block 61 down 37th Street to Block 69, and the line running along Block 68 to the lift station is considered a common use expense. The line running from the end of the force main at Block 59, Lot 21 to the intersection of Mainlands Boulevard to 94th Avenue and along 94th Avenue to the City Lift Station, will also be considered a common-use element. All costs related to the maintenance and repair of these lines and force mains will be considered a common-use element **of units 1-4.**

LIGHTING

Mainlands Boulevard street lighting as it pertains to median lighting contained in Associations 1, 2, 3, and 4 shall be a common-use expense for these units.

ENCLOSURE "4"

COMMON USE ELEMENTS AND EXPENSES, UNITS 1-7

FRONT ENTRY AND FIRST 600 FT TO INCLUDE NUMBERED MEDIANS 1-3

All expenses related to feeding, weeding, cutting/trimming and/or replacement of all grass and landscape foliage to include trees.

All expenses related to Electrical Systems and their operation and repair.

All expenses related to the total irrigation system ~~to include the pump systems.~~

All expenses related to inspection, maintenance, repair and/or replacement of all structures and fixtures.

All expenses related to legal and insurance costs.

All above expenses will be split equally between Units 1-7 Or Pro Rata to be determined by Master Board.

Note: See separate letter on maintenance of the first 600 ft.

Dated April 29, 1996 which specifies commercial interests who share expenses for the first 600'.
Pinellas County, Florida records Book 9323 Page 1469.

GOLF COURSE AND ~~FLORIDA POWER~~ UTILITY RIGHT-OF-WAY IRRIGATION SYSTEM

Tab "A" provides a complete description of the total drainage system that criss-crosses the area concerned and is considered an integral part of the total Mainlands of Tamarac Drainage and Lake System, so vital to the community. This includes all catch basins, underground pipes and open ditches. Current costs of replacement are included.

Enclosure 1 provides a pro-rata share schedule for units 1-7 and the lessee of the golf course who also shares in the system.

All expenses related to the repair, maintenance and/or replacements of the total system will be a common expense to units 1-7 and the lessee of the golf course.

~~MAINLANDS BOULEVARD~~

~~When expenses are incurred related to the portion of Mainlands Boulevard, maintained by Units 1-5, Unit Seven will pay their pro-rata share per Enclosure 1, Schedule A, Units 1-7.~~

~~When expenses are incurred related to the portion of Mainlands Boulevard, maintained by Unit 6, Unit Seven will pay their pro-rata share per Enclosure 1, Schedule A, Units 1-7.~~

MAINLANDS GATES

The repair and maintenance of the gates at the entrance of Mainlands property will be a split on a pro-rata schedule for units' 1-7 see enclosure 1.

GOLF COURSE AND FLORIDA POWER UTILITY RIGHT-OF-WAY STORM DRAINAGE SYSTEM

The storm drainage system of Mainlands serves two purposes:

1. Collection, retention and disposal of all surface water.
2. Source of water for irrigation systems in ~~all seven units and~~ the golf course.

MAINLANDS UTILITIES:

1. Eight inter-connected lakes within the seven units.
2. Freedom Lake with overflow into Tamarac Lake and Burma Ditch.
3. Burma Ditch (2-A)
4. Ditch around Units 3 and 4 with outfall into Miele Lake.
5. Lakes, underground conduits and open ditches and the golf course and Florida Power Utility right-of-way.

All streets are a basic part of the water collection system. Many of them have no catch basins but are graded towards catch basins on other streets. Should any part of this system fail, the entire system is jeopardized.

At Tab A-1 is a schematic depicting the existing drains and open ditches/lakes which criss-cross the golf course and the Florida Power Utility right-of-way. This portion of the total system is vital to the whole and should be shared by all seven units and the golf course lessee. See Enclosure 1 for pro-rata schedule.

The golf course lessee is entitled to enter into the system so long as all parties are aware and the system is not overloaded at any one point or area.

Decisions to repair, alter, modify or replace this part of the Mainlands Drainage System will require an affirmative Majority vote ~~by 5 of the 8~~ by the 7 participants.

There are approximately 1185 ft. of underground drains which criss-cross the golf course and the right-of-way. ~~220 ft. was replaced in 1993-1994. The cost to replace the remaining footage in the system is approximately \$70.00 per linear foot or a total of \$68,000.00. Estimates of remaining life as of 1995 is 4-6 years maximum.~~