

Prepared by and return to:

Grimes Hawkins Gladfelter & Galvano, P.L.
Attn: Caleb J. Grimes, Esq.
1023 Manatee Avenue West
Bradenton, FL 34205

Reciprocal Use Declaration

THIS RECIPROCAL USE DECLARATION (the "**Declaration**") is hereby made on the 26th day of January 2023, by **MANATEE COUNTY FARM BUREAU, INC.**, a Florida non-profit corporation f/k/a Manatee County Farm Bureau, LAA, a Florida non-profit corporation (herein "**Farm Bureau**" or "**Declarant**").

Recitals

- A. Farm Bureau is the owner of Condominium Unit Numbers 101, 102 and 103 of STONE RIVER PROFESSIONAL CENTER, a Condominium according to the Declaration of Condominium recorded in Official Records Book 2251, Pages 2113 through 2191, of the Public Records of Manatee County, Florida and the Condominium Plat recorded in Condominium Book 37, Pages 191 through 193, of the Public Records of Manatee County, Florida, together with its undivided share in the common elements appurtenant thereto (the "**Condominium**");

Unit 101, Unit 102, and Unit 103 may hereafter be referred to individually as a "Unit" or collectively as "Units."

- B. One set of men's and women's bathrooms, together with a hallway to each, ("**Bathrooms**") was constructed in a manner designed to serve all the Units. As part of the same construction, a Lobby serving Units 101 and 102 ("**Lobby**") and a kitchen serving Unit 101 ("**Kitchen**") were constructed. The Bathrooms are located within more than one of the Units and the Lobby and Kitchen were constructed within Unit 102. A sketch of the Bathrooms, Lobby and Kitchen, all as constructed, is attached hereto as **Exhibit "A."** The Bathrooms have been used by all of the Units since such construction. The Lobby has been used by Units 101 and Unit 102 and the Kitchen by Unit 101 both since construction.
- C. Declarant wishes to confirm the free use of the Bathrooms by all the Units and to establish rules and regulations on their maintenance, repair and replacement.
- D. Declarant further wishes to confirm the use of the Lobby and Kitchen and to establish rules and regulations on their maintenance, repair and replacement.

Now Therefore, in consideration of the mutual covenants set forth herein, together with other good and valuable consideration, this Declaration is hereby established for the Units:

1. **Recitals:** The Recitals set forth above are true and correct and are incorporated into this Declaration.

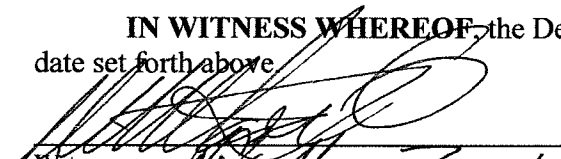
2. **Reciprocal Use:**
 - 2.1 The Bathrooms shall be available for nonexclusive use by the owners, tenants and invited guests of the Units at all times. No Unit or Unit owner shall restrict such nonexclusive access to the Bathrooms. The right for each Unit to use the Bathrooms is not intended to change the ownership of each Unit as set forth in the Condominium. No Unit owner may alter the Bathrooms, close any portion of the Bathrooms, or change the use of the area of the Bathrooms within their Unit without the agreement of all of the owners of the Units.
 - 2.2 The Lobby shall be available for nonexclusive use by the owners, tenants and invited guests of Units 101 and 102 at all times. No such Unit or Unit owner shall restrict such nonexclusive access to and use of the Lobby. The right for each such Unit to use the Lobby is not intended to change the ownership of each Unit as set forth in the Condominium. No such Unit owner may alter the Lobby, close any portion of the Lobby, or change the use of the area of the Lobby without the agreement of the owners of both Unit 101 and Unit 102.
 - 2.3 The Kitchen shall be available for exclusive use by the owner, tenants and invited guests of Unit 101 at all times. The owner of Unit 102 shall not restrict such exclusive access to and use of the Kitchen. The right for Unit 101 to use the Kitchen is not intended to change the ownership of each Unit as set forth in the Condominium. No Unit owner may alter the Kitchen, close any portion of the Kitchen, or change the use of the area of the Kitchen without the agreement of the owner of Unit 101.

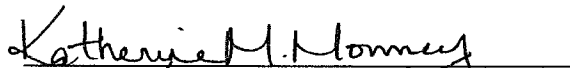
3. **Maintenance of the Bathrooms:** The Owner of Unit 102 shall maintain the Bathrooms, including supplying the Bathrooms with toilet paper and paper towels, in a clean and orderly condition. Such maintenance may be performed by an outside source. The Owner of each Unit shall contribute one third (1/3rd) of the costs of such maintenance upon presentation of an invoice outlining the costs by the owner of Unit 102 to the owners of the other units on either a quarterly or monthly basis at the option of the owner of Unit 102. As of the date of this Declaration the costs of maintenance of the Bathrooms are approximately \$250.00 per month. The owner of Unit 101 and the owner of Unit 103 shall pay within 30 days of receipt of each such invoice. Notwithstanding the foregoing, the Unit owners may agree on a different owner taking responsibility for the maintenance set forth in this Section 3.

4. **Replacement and Repairs/Bathrooms:** In the event any of the fixtures, plumbing, electrical or other portions of the Bathrooms need repair or replacement, the owner of Unit 102 shall coordinate any such reasonable and necessary repairs or replacement, and the cost thereof, with the owners of Unit 101 and of Unit 103. Upon agreement between such owners, the owner of Unit 102 shall cause such work to be completed and the owners of Unit 101 and Unit 103 shall reimburse to the owner of Unit 102 one third (1/3rd) of the costs, upon presentation of an invoice (and evidence of payment thereof) from the owner of Unit 102. Notwithstanding the foregoing, the Unit owners may agree on a different owner taking responsibility for the replacement and repairs set forth in this Section 4.

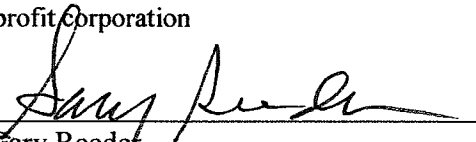
5. **Maintenance of the Lobby:** The Owner of Unit 102 shall maintain the Lobby in a clean and orderly condition. Such maintenance may be performed by an outside source. The Owner of Unit 101 shall contribute one half (1/2) of the costs of such maintenance upon presentation of an invoice outlining the costs by the owner of Unit 102 to the owner of Unit 101 on either a quarterly or monthly basis at the option of the owner of Unit 102. The owner of Unit 101 shall pay within 30 days of receipt of each such invoice. Notwithstanding the foregoing, the Unit owners of Unit 101 and 102 may agree on a different owner taking responsibility for the maintenance set forth in this Section 5.
6. **Maintenance of the Kitchen:** The Owner of Unit 101 shall maintain the Kitchen in a clean and orderly condition at its sole cost.
7. **Insurance/Indemnity:** Each Unit owner will maintain liability insurance in the minimum amount of \$1,000,000.00 that covers their use of the Bathrooms, Lobby and Kitchen as applicable. Each Unit owner will indemnify, defend, and hold harmless the other for, from, and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of use or enjoyment of the Bathrooms caused by the negligence or willful misconduct of such owner or their employees or guests.
8. **Run with the Units:** The covenants, conditions, restrictions, and the other provisions of this Declaration shall run with and be appurtenant to the Units.
9. **Modification and Subrogation:** The terms and conditions of this Declaration may be abrogated, modified, rescinded or amended in whole or in part only by written instrument executed by all the then-owners of the Units and recorded in the Public Records of Manatee County, Florida.
10. **Recording:** This Declaration shall be recorded in the Public Records of Manatee County, Florida.

IN WITNESS WHEREOF, the Declarant sets its hand and seal to this Agreement on the date set forth above.


Witness: Nicholas Murray Portson


Witness: Katherine M. Moradissy

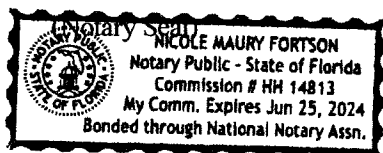
MANATEE COUNTY FARM BUREAU,
INC., a Florida non-profit corporation f/k/a
Manatee County Farm Bureau, LAA, a Florida
non-profit corporation

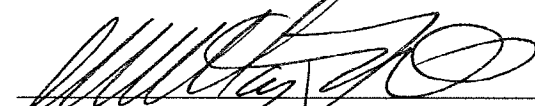
By: 
Gary Reeder
As its President

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25th day of January 2023, by Gary Reeder, as President of Manatee County Farm Bureau, Inc., a Florida non-profit corporation f/k/a Manatee County Farm Bureau, LAA, a Florida non-profit corporation, on behalf of the non-profit corporation. He is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.





Signature of Notary Public

Nicole Maury Fortson

Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on June 25, 2024

Exhibit "A"
Bathrooms

See graphic attached hereto.

EXHIBIT "A"

