

**TRANSFER OF BOAT SLIP  
WITHIN HARBOR POINTE, A CONDOMINIUM**

THIS INSTRUMENT for the transfer of a Boat Slip, a limited common element, located in Harbor Pointe, A Condominium, as recorded in Official Records Book 5493, Page 2268 of the Public Records of Brevard County, Florida, and as amended from time to time, is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is made between \_\_\_\_\_ ("Transferor"), and \_\_\_\_\_ ("Transferee").

RECITALS:

WHEREAS, the Declaration of Condominium of Harbor Pointe, A Condominium, as recorded in Official Records Book 5493, Page 2268 of the Public Records of Brevard County, Florida, as amended from time to time, ("Declaration") states that Unit Owners have the right to transfer Boat Slips to other units or Unit Owners pursuant to Section 718.106(2)(b), Florida Statutes. No Boat Slip may be transferred, leased or conveyed to anyone other than a unit owner within the Condominium, except that a Boat Slip Assignee<sup>1</sup> may lease its Boat Slip to the lessee of Assignee's Unit or another resident (i.e., owner, tenant and/or permanent occupant) of the Condominium; and

WHEREAS, both Transferor and Transferee own condominium units in Harbor Pointe, A Condominium, ("Condominium"). Transferor owns Unit \_\_\_\_\_, in Building \_\_\_\_\_, as well as the exclusive right to use Boat Slip Number \_\_\_\_\_, identified in the Declaration, as a limited common element of the Condominium. Transferee owns Unit \_\_\_\_\_, in Building \_\_\_\_; and

WHEREAS, this transfer is made in accordance with the Declaration, Florida Law, and all rules and regulations established by Harbor Pointe Condominium Association, Inc. ("Association") governing the Boat Slips; and

WHEREAS, The Harbor Pointe Resident Handbook sets forth guidelines for such transfers and pursuant to Florida Statutes, Section 718.106(2)(b), this transfer of the Boat Slip does not constitute a material amendment to the Declaration and therefore does not require a vote of the unit owners to be effective; and

WHEREAS, Transferor affirms that he is current and in good standing with all Association fees including Boat Slip User Fees and he has received the approval of the Association for said transfer.

NOW THEREFORE, for and in consideration of the sum of ten (\$10.00) dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Transfer.
2. Transfer of Boat Slip. Of Condo Unit No. \_\_\_\_\_ in Bldg. \_\_\_\_\_ which has been assigned Boat Slip No. \_\_\_\_\_ as shown on Exhibit "G" of the Declaration (the "Boat Slip") is hereby transferred to Condo Unit No. \_\_\_\_\_ in Bldg. \_\_\_\_\_.

3. Restrictions on Use. The use of the Boat Slip is subject to rules and regulations that may be promulgated from time to time by Harbor Pointe Condominium Association, Inc. (the "Association"), and all terms and provisions set forth in the Declaration including the Boat Slip Restrictions therein provided. Transferee agrees to comply with all rules, regulations and Boat Slips Restrictions governing the Boat Slips.

4. Transfers or leases. Any further transfer or lease of the Boat Slip shall be made by way of instrument placed in the official records of the Association ("Transfer of Boat Slip") in accordance with the Declaration and Association rules and regulations.

5. Damages and Insurance. Neither the Transferor nor the Association shall be responsible for any injuries or property damage caused by or arising out of the use of the Boat Slip by Transferee, its permitted lessees or any of their guests, family or invitees. Neither the Transferor nor the Association maintain insurance covering the vessel, its contents or personal property of Transferee. It is the responsibility of Transferee to adequately insure Transferee's property. Transferee covenants and agrees to name the Association as an additional insured on all policies of liability insurance insuring Transferee's vessel and to provide the Association a certificate of insurance evidencing such coverage.

6. Miscellaneous.

a. Execution by Parties. This Transfer shall not become effective until it has been executed by all of the parties hereto and recorded in the records of the Association, but shall be dated for purposes hereof as of the date and year first above written.

b. Applicable Law. This Assignment shall be construed under the laws of the State of Florida.

c. Time of the Essence. Time is of the essence.

d. Binding Effect Upon Successors and Assigns. This Transfer shall be binding upon and inure to the benefit of, respectively, the parties, their successors, legal representatives, grantees and assigns, as applicable and appropriate.

e. Severability. If any term of this Transfer shall be held to be invalid, illegal, or unenforceable, validity of the other terms of this Transfer shall in no way be affected thereby.

f. Entire Agreement. This Transfer contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth herein.

7. Notice. All notices to be given with respect to this Transfer shall be in writing. Notices may be hand delivered or may be sent by regular mail to the following addresses:

Transferor: \_\_\_\_\_

Transferee: \_\_\_\_\_

Harbor Pointe Condominium Association, Inc: 9 Indian River Ave, Titusville, FL 32796 with a mailing address of: 7 Indian River Ave #1206, Titusville, FL 32796

**IN WITNESS WHEREOF**, the said Transferor and Transferee have signed and sealed these presents the day and year first above written.

**Transferors**

As to both Transferors:  
Witness Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Transferor

As to both Transferors:  
Witness Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Transferor

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who are \_\_\_\_ personally known to me or who \_\_\_\_ produced a Driver's license as identification.

[SEAL]

\_\_\_\_\_  
Notary Signature  
My Commission Expires:

**Transferees**

As to both Transferees  
Witness Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Transferee

As to both Transferees  
Witness Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Transferee

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ whom are \_\_\_\_\_ personally known to me or who \_\_\_\_\_ produced a Driver's license as identification.

[SEAL]

\_\_\_\_\_  
Notary Signature  
My Commission Expires:

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**Harbor Pointe Condo Association**

**THIS must be signed by the Harbor Pointe Condo Association Board President, or designated Director, to complete this transfer between Slip Owners, and will henceforth provide a copy for the Association's Official Condominium Records.**

Transfer of Boat Slip # \_\_\_\_\_ Between \_\_\_\_\_ to \_\_\_\_\_  
Transferor Transferee

Recognized and Approved by:  
HARBOR POINTE CONDOMINIUM  
ASSOCIATION, INC.

BY: \_\_\_\_\_

Board President/Member Dated: \_\_\_\_\_

\_\_\_\_\_