

**THIS INSTRUMENT PREPARED BY
AND RETURNED TO:**

**TRANSFER OF GARAGE PARKING SPACE
WITHIN HARBOR POINTE, A CONDOMINIUM**

THIS INSTRUMENT for the transfer of a Garage Parking Space, 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 under Limited Common Elements and Common Elements that Unit Owners have the right to transfer garages to other units or Unit Owners pursuant to Section 718.106(2)(b), Florida Statutes, with such transfer subject to rules promulgated by the Association; and

WHEREAS, both Transferor and Transferee own condominium units in Harbor Pointe, A Condominium, ("Condominium"). Transferor owns Unit ____, Building ____, as well as the exclusive right to use Garage Parking Space Number ____, identified in the Declaration, as a limited common element of the Condominium and appurtenance to it. Transferee owns Unit ____, Building ____ in Harbor Pointe, A Condominium; 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 Garage Parking Spaces; 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 Garage Parking Space 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 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 Garage Parking Space. Condo Unit: _____, of Bldg: _____ which is assigned Garage Parking Space No. _____ as shown on Exhibit " _____" of the Declaration is hereby transferred to Condo Unit #: _____ of Bldg: _____ And further identified as Garage Unit as per Tax Account # _____ on Brevard County Property Tax Notice.

3. Restrictions on Use. The use of the Garage Parking Space 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. Transferee agrees to comply with all rules, regulations and restrictions governing the Garage Parking Spaces.

4. Transfers. Any further transfers of the Garage Parking Space shall be made by way of instrument placed in the official records of the Association 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 Garage Parking Space by Transferee, its permitted lessees or any of their guests, family or invitees. Neither the Transferor nor the Association maintain insurance covering the contents or personal property of Transferee.

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., 7 Indian River Ave #1206, Titusville, Florida 32796 or hand delivered to the Condo Association office at 9 Indian River Ave, in the clubhouse.

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

Transferor/Seller

Witness Sign Name: _____
Witness Print Name: _____
(As to both)

Signature
Name: _____

Witness Sign Name: _____
Witness Print Name: _____
(As to both)

Signature
Name: _____

Transferee/Buyer

Witness Sign Name: _____
Witness Print Name: _____
(As to both)

Signature
Name: _____

Witness Sign Name: _____
Witness Print Name: _____
(As to both)

Signature
Name: _____

STATE OF FLORIDA
COUNTY OF BREVARD

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.

(NOTARY SEAL)

Notary Signature
My Commission Expires:

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

By _____ President
Printed name