

Harbor Pointe Condo Association

7 Indian River Avenue, Titusville, FL 32796
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TRANSFER OF GARAGE PARKING SPACE WITHIN HARBOR POINTE, A CONDOMINIUM

THIS TRANSFER OF GARAGE PARKING SPACE is an agreement ("Agreement") for the transfer of a Garage Parking Space located in Harbor Pointe, A Condominium, as more specifically described herein and in that certain Declaration of Condominium of Harbor Pointe, A Condominium, recorded in Official Records Book 5493, Page 2268 of the Public Records of Brevard County, Florida, as amended from time to time ("Declaration"), and is made between _____ ("Transferor" or "Seller") as the current Unit Owner assigned Garage Parking Space Number _____, and _____ ("Transferee" or "Buyer").

RECITALS:

WHEREAS, the Declaration states that "Unit Owners have the right to transfer garages to other units or Unit Owners pursuant to Section 718.106(2)(b), Florida Statutes" and any 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 _____. Transferee owns Unit _____, Building _____ in Harbor Pointe, A Condominium; and

WHEREAS, this Agreement complies with the Declaration, Florida Law, and all rules and regulations established by Harbor Pointe Condominium Association, Inc. ("Association") relating to the Garage Parking Spaces; and

WHEREAS, Transferor affirms that he is current and in good standing with all Association fees.

NOW THEREFORE, for and in consideration of the sum of _____ (\$____.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 Agreement.
2. Transfer of Garage Parking Space. Garage Parking Space No. ____ as shown on Exhibit " ____ " of the Declaration and further identified as Garage Unit as per Tax Account _____ on Brevard County Property Tax Notice, which is currently assigned to Condo Unit: _____, of Building _____, is hereby transferred to Condo Unit _____ of Building ____.
3. Restrictions on Use. The use of the Garage Parking Space transferred by this Agreement 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. Transfer Timing. This Agreement shall be recorded in the Official Public Records of Brevard County, Florida and no transfer shall be final until approved by the Association and recorded in the Official Public Records of Brevard County, Florida in accordance with the Declaration and Association rules and regulations. A copy of this Agreement shall also be maintained with the official records of the Association.

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 Agreement is not fully executed until it is executed by the Transferor, Transferee, and the Association. As noted above, this Agreement is not effective until it has been recorded in the Official Public Records of Brevard County, Florida.

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 Agreement shall be held to be invalid, illegal, or unenforceable, validity of the other terms of this Agreement shall in no way be affected thereby.

f. Entire Agreement. This Agreement 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 Agreement 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 parties hereunto have executed, sealed and delivered this Agreement or caused this Agreement to be executed, sealed and delivered on the date set forth below.

TRANSFEROR/SELLER

Witness 1 Sign Name: _____
Witness 1 Print Name: _____
(As to Both *Transferors* if more than one person)

Witness 2 Sign Name: _____
Witness 2 Print Name: _____
(As to Both *Transferors* if more than one person)

Signature Transferor #1
Print Name: _____
Date: _____

Signature Transferor #2 (if Unit owned by more than one person)
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20 __, by _____ (the Transferor # 1) who is/are ___ personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Signature
My commission expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20 __, by _____ (the Transferor # 2) who is/are ___ personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Signature
My commission expires: _____

TRANSFeree/BUYER

Witness 1 Sign Name: _____

Witness 1 Print Name: _____

(As to Both *Transferees* if more than one person)

Witness 2 Sign Name: _____

Witness 2 Print Name: _____

(As to Both *Transferees* if more than one person)

Signature Transferee #1

Print Name: _____

Date: _____

Signature Transferee #2 (if Unit owned by more than one person)

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20 __, by _____ (the Transferee # 1) who is/are ____ personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Signature

My commission expires: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20 __, by _____ (the Transferee # 2) who is/are ____ personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Signature

My commission expires: _____

This Agreement for Transfer of Garage Parking Space has been Approved by the Association:

HARBOR POINTE CONDOMINIUM ASSOCIATION, INC.

By: _____

Print Name

Its: _____

(Officer title)