



THE SANDS ON THE OCEAN, A CONDOMINIUM SECTION 1 ASSOCIATION, INC.

ASSIGNMENT OF EXCLUSIVE RIGHT OF USE

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, four garage facility improvements, which together contain thirty-five (35) individual garage parking spaces have been constructed on the property owned by The Sands on the Ocean, A Condominium Section 1 Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association"); and

WHEREAS said thirty-five (35) garage parking spaces constitute limited common elements of the Association; and

WHEREAS the Association, pursuant to the Declaration of Condominium of The Sands on the Ocean, as restated (hereinafter referred to as the "Declaration") as recorded in Official Records Book 0850 at Page 1942, Public Records of St. Lucie County, Florida, may assign to individual unit owners an exclusive right of use of a single parking space; and

WHEREAS by this instrument the Association does desire to make said agreement,

NOW THEREFORE, for and in consideration of the sum of FIFTY and no/100 (\$50.00) DOLLARS in hand paid and other good and valuable receipt and sufficiency of which are hereby acknowledged the Association does hereby effect an assignment as follows:

1. The above recitals are affirmed as being true and correct and are hereby incorporated by reference.
2. The Association does hereby assign to (hereinafter referred to as the "Assignee"):

at the following address:
 3100 N. Highway A-1-A, Unit _____ Fort Pierce, FL 34949

an exclusive right of use of that certain garage parking space bearing the number _____, as more specifically described on Exhibit "A" attached hereto and incorporated herein by reference.

3. Upon execution hereof, the said garage parking space bearing number _____ shall become a limited common element appurtenant to the following unit of The Sands on The Ocean, A Condominium Section 1, Inc. UNIT NO. _____

4. The said exclusive right of use of the above described garage parking space is subject to the following:
 - a. The exclusive right of use may be assigned by the Assignee hereunder and subsequently re-assigned by assignees hereof, provided:
 - (1) An assignment instrument is executed by the holder of the exclusive right of use, and
 - (2) The assignment instrument takes essentially the form promulgated by the Association, and
 - (3) The assignor advises the Association of the assignment and the Assignee pays a processing fee of fifty dollars (\$50.00), and the assignment is set forth in the books and records of the Association by the Secretary of the Association; and
 - (4) An assignee must be a Unit Owner in The Sands On The Ocean, A Condominium Section 1 Association, Inc. and a member of the Association; and
 - (5) An assignee must relinquish any other parking space previously assigned.
 - b. An assignee of the exclusive right of use may hold an exclusive right of use only as to one (1) garage parking space. An assignee of the exclusive right of use may not also have an exclusive right of use of any other uncovered or covered parking space located on the condominium property owned by the Association; and
 - c. In the event the unit to which the garage parking space is appurtenant is to be sold, if the unit Owner wishes to transfer the exclusive right of use of the garage parking space to another Unit Owner pursuant to the terms hereof, the exclusive right of use must be transferred before the sale of the Unit; otherwise, the said exclusive right of use is deemed transferred with the Unit to which it is appurtenant when the Unit is sold and the sale closed by transfer of title to the Unit.

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d. Such rules and regulations as the Association may from time to time adopt and amend regarding the use, operation and maintenance of the garage parking spaces and regarding the transfer of exclusive rights of use of the garage parking spaces. A copy of the said rules and regulations are attached hereto and incorporated herein as Exhibit "B".

e. The holders of exclusive rights of use shall be responsible for the prorated cost and expenses of maintaining the garage facility improvements, together containing the thirty-five (35) garage parking spaces as shall be determined by the Board of Directors of the Association.

5. By acceptance hereof, the Assignee, as said party is named and described in paragraph 2 above, shall comply with and abide by the terms and conditions set forth herein.

TO HAVE AND TO HOLD unto the Assignee named in paragraph 2 hereof and said Assignee's heirs, legal representatives, successors, and assigns subject to the terms and conditions set forth herein.

IN WITNES WHEREOF, the Association has caused these presents to be executed on the _____Day of _____, 20_____.

Signed, sealed and delivered in the presence of the following two (2) witnesses:

"ASSOCIATION" the Sands on the Ocean, A Condominium Section 1 Association, Inc., A Florida Not-for Profit Corporation
By: _____

Name: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared _____

and _____ as _____ and Secretary, respectively, of The Sands on the Ocean, A Condominium Sections 1 Association, Inc. , a Florida not-for profit corporation, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the purpose set forth for and on behalf of said corporation. I further state that I have examined the current Florida driver's licenses of the aforesaid persons, have confirmed said persons identity of the aforesaid persons, and that said persons did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this _____day of _____, 20_____.

Name:

Serial Number: _____

My Commission Expires:

(Affix Seal)

THIS DOCUMENT IS NOT TO BE RECORDED