

ASSIGNMENT OF INTEREST IN PARKING SPACE

THIS ASSIGNMENT OF INTEREST IN PARKING SPACE ("Assignment") is made  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, ("Assignor"), whose address is  
\_\_\_\_\_ to  
\_\_\_\_\_ ("Assignee"), whose address is  
\_\_\_\_\_.

RECITALS:

WHEREAS, The Parking Spaces are designated as a Limited Common Element under, and governed by, the Declaration of Condominium for PARAMOUNT RIVERFRONT, A CONDOMINIUM, as recorded in CFN 2021213689, Official Records Book 9226, Page t025, Public Records of Brevard County, Florida (the "Declaration"); and

WHEREAS, Assignee is the owner of \_\_\_\_ North Tower/ \_\_\_\_ South Tower Unit No. \_\_\_\_ PARAMOUNT RIVERFRONT, A CONDOMINIUM, according to the Declaration; and

WHEREAS, Assignor has agreed *to* assign to Assignee all of its rights to a certain Parking Space described below.

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 acknowledge, the parties agree as follows:

t. Recitals. The above recitals are true and correct and form a material part of this Assignment.

2. Assignment of Parking Space. Assignor hereby grants, bargains, sells, assigns, and transfers to Assignee all of its right, title, and interest in and to:

\_\_\_\_ North Tower/ \_\_\_\_ South Tower Parking Space No. \_\_\_\_.  
\_\_\_\_ Recreation Building Parking Space(s) \_\_\_\_ RI / \_\_\_\_ R2.  
\_\_\_\_ North Garage/ \_\_\_\_ South Garage Parking Space No. \_\_\_\_.

as shown on Exhibit A to the Declaration (the "Parking Space")  
which are Limited Common Elements of Assignees' Unit.

Assignor is conveying all its rights, title and interest to the above described Parking Space, which includes an exclusive right to use the Parking Space.

3. Rules and Regulations of PARAMOUNT RIVERFRONT CONDOMINIUM ASSOCIATION, INC. The use of the Parking Space is subject to rules and regulations promulgated by PARAMOUNT RIVERFRONT CONDOMINIUM ASSOCIATION, INC. (the "Association"), and all terms and provisions set forth in the Declaration. Assignee agrees to comply with all rules and regulations governing the Parking Spaces.

4. Further Assignment by Assignee. Assignee may assign the Parking Space only to a person owning a unit in PARAMOUNT RIVERFRONT, a Condominium. Such assignment shall be in compliance with Florida law and shall be on forms approved by the Association. The Association shall be provided with notice of the Assignment, which notice shall be sent to the following address:

PARAMOUNT RIVERFRONT CONDOMINIUM ASSOCIATION, INC.  
**C/O Keys Property Management Enterprise, Inc.**  
7827 North Wickham Road, Suite D  
Melbourne, FL 32940

5. Exceptions. This Assignment is made subject to, and the Assignee shall be bound by the terms, conditions and regulations contained in the Declaration.

6. Use of Parking Space. Assignee agrees that only reasonable and customary use will be made of the Parking Space covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish, or garbage will be permitted on the Parking Space or adjacent facilities or premises. Assignee agrees to keep the Parking Space and adjacent premises free and clear of gear, tackle and other obstructions, and Assignee **will** dispose of all rubbish and garbage in appropriate containers. Assignee shall be responsible for the conduct and actions of his or her guests.

7. Damages and Insurance. Assignor and the Association will not be responsible for any injuries and property damage caused by or arising out of the use of the Parking Space. The use of all of the Parking Space is entirely at the risk of Assignee, as to theft, fire, vandalism, and other Acts of God.

Assignor and the Association do not maintain insurance covering the personal property of Assignee. It is the responsibility of the Assignee to adequately insure its property.

8. No Liability for Damages. Assignor and Association, their employees or agents shall not be responsible for any injuries, including death, or property damage resulting from, caused by, or arising out of the use of the Parking Space. Assignee releases and discharges Assignor and the Association from any and all liability from loss, injury or damages to persons or property sustained while in or on the Parking Space.

9. Miscellaneous.

(a) Execution by Parties. This Assignment shall not become effective until it has been executed by all of the parties hereto 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 Assignment 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 Assignment shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of this Assignment shall in no way be affected thereby.

(f) Counterparts. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument.

(g) Attorneys' Fees. If it becomes necessary for either party herein, their successors or assigns, or the Association, to seek legal means to enforce the terms of this Assignment, the non-prevailing party will be liable for all reasonable attorneys' fees, collection costs, travel expenses, deposition costs, expert witness expenses and fees, and any other cost of whatever nature reasonably and necessarily incurred by the prevailing party as a necessary incident to the prosecution or defense of such action plus court costs in all proceedings, trials and appeals.

(h) Waiver. No waiver of any breach of this Assignment shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Assignment shall be taken and construed as cumulative, this is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the provisions of this Assignment, or to exercise any option which is herein provided, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver or create an estoppel from enforcement of such provisions, nor in any way to affect the validity of this Assignment or any part thereof, or the right of either party to thereafter enforce each and every such provision, or to seek relief as a result of the prior breach.

(i) Total Agreement. This Assignment 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.

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

Assignor:

Assignee:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

SIGNED, SEALED, AND DELIVERED IN  
THE PRESENCE OF:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

ASSIGNOR:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Assignor Name

Assignor Address:

STATE OF FLORIDA  
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ who \_\_\_\_ is personally known to me, or \_\_\_\_ produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature

Print Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

SIGNED, SEALED, AND DELIVERED IN  
THE PRESENCE OF:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

ASSIGNEE:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Assignee Name

Assignee Address:

STATE OF FLORIDA  
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of \_\_\_\_ physical  
presence or \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_, who \_\_\_\_\_ is  
personally known to me, or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature

Print Notary Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

RECEIPT OF ASSIGNMENT BY  
PARAMOUNT RIVERFRONT CONDOMINIUM ASSOCIATION, INC.

I, \_\_\_\_\_, as President of PARAMOUNT RIVERFRONT CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, acknowledge receiving a copy of the foregoing Assignment of Interest in Parking Space. The Assignment will be duly noted in the official records of the Association.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

PARAMOUNT RIVERFRONT CONDOMINIUM  
ASSOCIATION, INC., a Florida  
corporation not for profit

By: \_\_\_\_\_

\_\_\_\_\_, President  
Print President Name