

**ASSIGNMENT OF INTEREST IN
ENCLOSED PARKING SPACE**

THIS ASSIGNMENT OF INTEREST IN ENCLOSED PARKING SPACE ("Assignment") is made this ____ day of _____, 201____, by **ALIDADE STAR TOWER, LLC**, a Michigan limited liability limited partnership (hereinafter "Assignor"), whose address is 36400 Woodward Avenue, Suite 200, Bloomfield Hills, Michigan 48304 to _____ (hereinafter "Assignee"), whose address is _____.

RECITALS:

WHEREAS, Assignor has certain developer rights under the Declaration of Condominium of Star Tower Condominium (the "Condominium") (the "Declaration") recorded in Official Records Book 9454, Page 3593, of the Public Records of Orange County, Florida, pursuant to that certain Assignment of Bulk Assignee Rights recorded in Official Records Book 10400, Page 117; and

WHEREAS, as part of the Condominium, there are enclosed parking spaces (the "Enclosed Parking Spaces"). A diagram of the Enclosed Parking Spaces is included as Sheets 4 through 8 of Exhibit "A" to the Declaration of Condominium of Star Tower Condominium, as recorded in Official Records Book 9454, Page 3593, of the Public Records of Orange County, Florida (the "Declaration"). The Enclosed Parking Spaces are designated as Limited Common Element under, and governed by, the Declaration.

WHEREAS, Assignee is the owner of Unit No. _____, STAR TOWER CONDOMINIUM, according to the Declaration; and

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

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Assignment.
2. Assignment of Enclosed Parking Space. Assignor hereby grants, bargains, sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to:

Enclosed Parking Space No. _____, as shown on Sheet _____ of Exhibit "A" to the Declaration (the "Enclosed Parking Space"),

which Enclosed Parking Space is a Limited Common Element of STAR TOWER CONDOMINIUM.

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

3. Rules and Regulations of Star Tower Condominium Association, Inc. The use of the Enclosed Parking Space is subject to rules and regulations promulgated by STAR TOWER 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 Enclosed Parking Spaces.

4. Further Assignment by Assignee. Assignee may assign the Enclosed Parking Space only to a person or entity owning a unit in STAR TOWER 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.

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

6. Use of Enclosed Parking Space. Assignee agrees that only reasonable and customary use will be made of the Enclosed Parking Space covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the Enclosed Parking Space or adjacent facilities or premises. Assignee agrees to keep the Enclosed 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 Enclosed Parking Space. The use of all of the Enclosed 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 Assignee to adequately insure its property.

8. No Liability for Damages. Assignor and the 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 Enclosed 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 Enclosed 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 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.

IN WITNESS WHEREOF, this Assignment has been executed on the day and year first above written.

ASSIGNOR:

ALIDADE STAR TOWER, LLC,
a Michigan limited liability company

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

By: _____

Print Name: _____

By: _____

Print Name: _____

**RECEIPT OF ASSIGNMENT BY STAR TOWER
CONDOMINIUM ASSOCIATION, INC.**

I, _____, as _____ of STAR TOWER CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, acknowledges receiving a copy of the foregoing Assignment of Interest in Enclosed Parking Space. The Assignment will be duly noted in the official records of the Association.

STAR TOWER CONDOMINIUM ASSOCIATION, INC.
a non-profit Florida corporation

By: _____

Print Name: _____

Title: _____ President _____