

THE VENETIAN ON THE ORTEGA LUXURY CONDOMINIUMS  
MARINA

ASSIGNMENT OF INTEREST IN BOAT SLIP

THIS ASSIGNMENT OF INTEREST IN BOAT SLIP ("Assignment") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by THE VENETIAN ON THE ORTEGA, L.L.L.P., a Florida limited liability limited partnership, whose address is: 1518 West Koenig Lane, Austin, Texas 78756, to:

\_\_\_\_\_  
("Assignee"), whose address is: \_\_\_\_\_.

RECITALS

WHEREAS, Assignor is the owner of the right to use a Boat Slip in the Marina contiguous with THE VENETIAN ON THE ORTEGA LUXURY CONDOMINIUMS, the Declaration of Condominium of which is recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Duval County, Florida (the "Condominium"); and,

WHEREAS, a diagram of the Boat Slips is attached hereto as Exhibit "A"; and,

WHEREAS, Assignee acknowledges that the Boat Slip are not Common Elements or Limited Common Elements of the Condominium, and the Assignee will receive a right to use the Boat Slip by this Assignment; and,

WHEREAS, certain of the Boat Slips are subject to the Sovereignty Submerged Lands Lease, recorded in Official Records Book 9768, at Page 314, of the Public Records of Duval County, Florida; and,

WHEREAS, Assignor is the owner of the right to use Boat Slip No. \_\_\_\_\_ as shown on Exhibit "A" attached hereto; and,

WHEREAS, Assignor has agreed to assign to Assignee all of its rights to the Boat Slip described above.

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 are hereby acknowledged, the parties hereto agree as follows:

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

Boat Slip No. \_\_\_\_\_ as shown on Exhibit "A" attached hereto (the "Boat Slip")

Assignor is conveying all of its right, title and interest to the above described Boat Slip, which includes an exclusive right to use the Boat Slip as set forth in the Declaration of Condominium of THE VENETIAN ON THE ORTEGA LUXURY CONDOMINIUMS (the "Declaration").

3. Rules and Regulations of THE VENETIAN ON THE ORTEGA LUXURY CONDOMINIUMS ASSOCIATION, INC. The use of the Boat Slip is subject to rules and regulations promulgated by THE VENETIAN ON THE ORTEGA LUXURY CONDOMINIUMS ASSOCIATION, INC. (the "Association"), all terms and provisions set forth in the Declaration, and the terms and conditions of the Sovereignty Submerged Lands Lease, if applicable. Assignee agrees to comply with all of the foregoing rules and regulations governing the Boat Slips.

4. Further Assignment by Assignee. Subject to the provisions of the Declaration, Assignee may assign the Boat Slip to other Unit Owners of the 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 written notice of the Assignment, which notice shall be sent to the following address:

Secretary  
THE VENETIAN ON THE ORTEGA LUXURY CONDOMINIUMS ASSOCIATION, INC.  
5039 Timuquana Road  
Jacksonville, Florida 32210

As a condition precedent to the assignment of the interest in the Boat Slip, the Assignor shall deliver to the Association a copy of the fully executed Assignment of Interest in Boat Slip. The Association shall record the Assignment in the Association records. The Boat Slips shall not be assigned to non-Unit Owners of the Condominium.

5. Exceptions. This Assignment is made subject to, and Assignee shall be bound by, the terms, conditions and regulations contained in the Sovereignty Submerged Lands Lease, if applicable, the Declaration and the Rules and Regulations promulgated for the Marina by the Association.

6. Recording. This Assignment shall not be recorded in the Public Records of Duval County, Florida, and any such recording shall render this Assignment null, void and of no effect.

Signed, Sealed and Delivered  
in the Presence of:

Witnesses:

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

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

THE VENETIAN ON THE ORTEGA, L.L.L.P., a Florida  
limited liability limited partnership

By: THE MONTECITO VENETIAN, INC., a Florida  
corporation, General Partner

BY: \_\_\_\_\_  
Name:  
Title:

ACCEPTANCE OF ASSIGNMENT

Assignee accepts this Assignment and agrees to be bound by all terms and conditions hereof.

Signed, Sealed and Delivered  
in the Presence of:

ASSIGNEE:

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

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

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

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

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

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

**RECEIPT OF ASSIGNMENT BY  
THE VENETIAN ON THE ORTEGA LUXURY CONDOMINIUMS ASSOCIATION, INC.**

I, \_\_\_\_\_, as Secretary of THE VENETIAN ON THE ORTEGA LUXURY CONDOMINIUMS ASSOCIATION, INC., a non-profit Florida corporation, acknowledge receiving a copy of the foregoing Assignment of Interest in Boat Slip. The Assignment will be duly noted in the official records of the Association and maintained as a permanent record of the Association.

Signed, Sealed and Delivered  
in the Presence of:

Witnesses:

THE VENETIAN ON THE ORTEGA LUXURY  
CONDOMINIUMS ASSOCIATION, INC., a non-profit  
Florida corporation

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

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

BY: \_\_\_\_\_  
Name:  
Title: Secretary