

ACKNOWLEDGMENT OF TENANT

I understand that as a tenant of a Resident homeowner of Palma Sola Bay Club ("PSBC"), I may be permitted to use Association committed lands ("property") and the facilities for the term of my lease of the Resident homeowner's property in the PSBC community, in accordance with the Declaration of Covenants, Conditions, and Restrictions for PSBC ("Declaration and Prospectus") and subject to the PSBC Property Owner's Association, Inc. ("Association") approval of my application, which it may withhold in its sole discretion. I understand and agree that such use privileges shall be subject to the terms and conditions of the Declaration and Prospectus, such rules and regulations relating to use of and conduct on Association property and the pool as Castle Management may establish from time to time (the "Rules and Regulations"), and the Association's receipt of the applicable tenant assignment fee.

I acknowledge receipt of a copy of the Rules and Regulations and agree to be bound by and comply with all the terms and provisions of such documents, as they may be amended, and to be responsible for compliance by my authorized users and guests. I acknowledge that failure to abide by said Rules and Regulations could result in eviction and I hold the PSBC and PSBC HOA harmless for any losses incurred.

I acknowledge that as a tenant of a Resident homeowner, I acquire only the privileges of using the Association property and the facilities in accordance with the privilege extended to Resident homeowners in common with such other persons as Castle Management may authorize from time to time, and that I acquire no rights in or to Association property or facilities nor any right to participate in the management or control of the Association and the facilities.

As a condition of using Association property and facilities, I agree to all risks associated with the use of Association property and agree to release and indemnify PSBC HOA and all of its representatives, employees, and volunteers from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage or any other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, whether or not based on the acts or omissions of PSBC, resulting from, arising out of or in any way connected with the use of the Association Property and facilities by myself, my authorized users, or guests. As used in this paragraph and the following, ("PSBC") shall include Castle Management and PSBC Condominium and its successors, assigns and employees, and all persons, corporations, partnerships, and other entities with which it is or may in the future become affiliated. This paragraph shall survive the termination of my use privileges with respect to any property damage, personal injury, or death occurring prior to such termination.

I acknowledge and understand that PSBC shall not be responsible for any loss or damage to any personal property which I, my authorized users, or guests may incur during use or storage of said property on Association property or premises. I also acknowledge and understand that I shall be liable for any property damage or personal injury on Association property or at any activity or function operated, organized, arranged, or sponsored by PSBC, which I, my authorized users, or guests may cause. If I arrange or sponsor any activity or function on Association property, I shall be responsible for any such damage or injury even if such damage or injury was not caused by me.

Signature of Tenant

Date

Signature of Tenant's Spouse

Date

ACKNOWLEDGMENT OF RESIDENT

(To be filled out by homeowner)

I have agreed to lease my property in PSBC to the above-named tenant and will be assigning the following privileges I am entitled, to such person for the term of the lease. I have provided to the above-named tenant a copy of the Declaration of Covenants, Conditions, and Restrictions and the Rules and Regulations for PSBC HOA.

I acknowledge and understand that during the term of the lease and assignment my authorized users and I may not use Association property or facilities delegated as a resident homeowner.

Signature of Resident Member

Date

Signature of Resident Member's Spouse

Date

TERM OF LEASE: Commencing _____ Ending _____

**Please attach a copy of the lease agreement and mail to:
Palma Sola Bay Club Association, Inc.
c/o Castle Group
6311 Atrium Drive, Ste. 209
Lakewood Ranch, FL 34202**

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**ACTION OF BOARD OF DIRECTORS**

APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_ DATE OF DECISION \_\_\_\_\_

BY: \_\_\_\_\_ OR \_\_\_\_\_

(Board of Directors)

(Management Company)