



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

LAND OF THE PRESIDENTS #6 CONDO ASSN.
THE FOLLOWING MUST BE SUBMITTED BEFORE AN
APPLICATION IS CONSIDERED COMPLETE

- A completed application for lease or purchase, signed by all applicable parties on the lease or purchase contract.
- A copy of the contract to lease or purchase contract. Leases may not be for a term of less than 6 months. **(NO MONTH-TO-MONTH LEASES)** No sub-leases are allowed.
- A **cashier's check** or **money order** made payable to **Banyan Property Management, Inc.** in the amount of **\$100.**
 - Please note that the application fee applies to the background and credit check only. Estoppels or condo questionnaires are not included in this fee.
 - Please contact Banyan Property Management at (561) 649-8585 for estoppels and condo questionnaires.
- A signed copy of the Applicant Authorization as well as your driver's license or ID.

ALL APPLICATIONS MUST BE SUBMITTED TO BANYAN PROPERTY MANAGEMENT OFFICE. PLEASE ALLOW 14 DAYS TO PROCESS AN APPLICATION. WE WILL ATTEMPT TO PROCESS YOUR APPLICATION AS QUICKLY AS POSSIBLE.

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com



BANYAN
PROPERTY MANAGEMENT, INC.
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LAND OF THE PRESIDENTS #6 CONDO ASSN.

PLEASE CIRCLE ONE

APPLICATION FOR PURCHASE/LEASE

ASSOCIATION _____

ADDRESS OF UNIT: _____

OWNERS OR REALTOR NAME: _____

PHONE NUMBER OF OWNER OR REALTOR: _____

A fully completed application, along with appropriate photo I.D before consideration or processing will commence. To ensure proper and timely processing, the forgoing must be received a minimum of 30 days prior to any closing date/move in date.

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PLEASE CIRCLE ONE

APPLICATION FOR PURCHASE OR LEASE

ASSOCIATION: LAND OF THE PRESIDENTS #6 CONDO ASSOCIATION

ADDRESS OF UNIT: _____

Last name First name Middle Birth date

Social Security No. Drivers License No. State of license

Marital Status: Single _____ Married _____ Separated _____

Co-applicant last name First name Middle Birth date

Social Security No. Drivers License No. State of license

Expected move in date: _____

Will the above listed person(s) be the only occupants? Yes No If No, list other occupants with Date(s) of Birth below:

NUMBER OF OCCUPANTS TO LIVE IN RESIDENCE _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

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RESIDENCE HISTORY

Current address City/State Zip code

Area code/phone number Own Rent How long?

Name and address of present landlord or mortgage co. Area code/phone no. Monthly payment

Previous address (include landlord and apartment community) Area code/phone no. How long?

EMPLOYMENT HISTORY

Applicant employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Applicant previously employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Co-applicant employed by Supervisor name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Co-applicant previously employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

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PET INFORMATION
(TENANTS ARE NOT PERMITTED TO HAVE PETS.)

Type of pet (Dog/Cat/Bird/Fish)	Breed	Color	Weight
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Type of pet (Dog/Cat/Bird/Fish)	Breed	Color	Weight
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PALM BEACH COUNTY RABIES LICENSE TAG NUMBER

(Required by Palm Beach County Ordinance 98-22)

VEHICLE INFORMATION

If you have any recreational vehicles, (vans, boats, motorcycles) please specify. (NOTE: Certain vehicles may be prohibited.)

Vehicle make	Model	Year	Color	Tag
--------------	-------	------	-------	-----

Vehicle make	Model	Year	Color	Tag
--------------	-------	------	-------	-----

Vehicle make	Model	Year	Color	Tag
--------------	-------	------	-------	-----

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APPLICANT AUTHORIZATION

I hereby authorize and request any present or former landlord, employer, school, police department, financial institution, agency or other persons having personal knowledge about me, to furnish bearer with any and all information in their possession regarding me in connection with an application for residence.

I hereby authorize LexisNexis to obtain and verify such information including accessing consumer reporting agencies as well as performing a criminal and eviction record search.

I have been notified that a consumer report will be requested and understand that the information that LexisNexis obtains is to be used in the processing of my purchase or lease application.

I hereby release and hold harmless LexisNexis, its affiliates, employees and agents and any other organization that provides information from any and all liabilities arising out of the use of such information in connection with LexisNexis.

Print Name

Print Name

Applicant's Signature

Co-Applicant's Signature

Date

Date

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**THE LANDS OF THE PRESIDENT, CONDOMINIUM SIX
INC.**

GROUNDS AND BUILDINGS RULES

1623-1823 EMBASSY DRIVE
WEST PALM BEACH, FLORIDA 33401
January 1st, 2008

THE LANDS OF THE PRESIDENT, CONDOMINIUM SIX, INC.
GROUNDS AND BUILDINGS RULES

INTRODUCTION

On February 16, 1975, Perini Land and Development Co., through its sales organization and legal staff, turned over to the owners the control of these buildings. Following the election of the Board of Directors of this Condo, a detailed set of "Ground and Buildings Rules" were promulgated by the Board, so all owners would have a guide in which to live and conduct themselves while residing in these beautiful buildings. As times have changed, the Board has reviewed and revised these rules and does so once again. The Board has attempted to base its changes on good common sense so each owner will aid in enforcing these regulations while keeping in mind Condo Six is HOME to all of us.

Sincerely,

Max Zaretsky, President
Condominium Six, Inc.

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THE LANDS OF THE PRESIDENT, CONDOMINIUM SIX, INC.

(Hereinafter "Condominium Six, Inc.")

GROUNDS AND BUILDING RULES

I. PURPOSE AND SCOPE

The Grounds and Building Rules ("Building" shall be deemed to mean and include each and all of the seven (7) Buildings on Embassy Drive comprising Condominium Six) contained herein are in compliance with the provisions of the Certificate of Incorporation, the Declaration of Condominium of The Lands of the President, Condominium Six, Inc., and as authorized under the provisions of Chapter 711 of the Florida Statutes (The Condominium Act). These rules are adopted for the purpose of ensuring that all owners may enjoy and be proud of the buildings and facilities under conditions which provide maximum comfort, convenience and safety.

II. OWNER'S RESPONSIBILITIES

Each owner or his properly authorized and approved lessee shall be responsible for the actions and conduct of his family members and for guests as they relate to compliance with the Declaration of Condominium and to the Grounds and Building Rules of The Lands of the President, Condominium Six, Inc.

III. REALES

A. A revision to the Condominium Act (Section 711.24) requires complete disclosure on resale of condominium units. In processing a request for approval for resale, an owner shall certify that he has provided the prospective purchaser with the following documentation (hereinafter "Documentation Package"):

1. A copy of the Declaration of Condominium.
2. A copy of the Certificate of Incorporation of The Lands of the President, Condominium Six, Inc.
3. A copy of the approved operating budget for the current year for Condominium Six, Inc., including any unpaid special assessments and the monthly charges for maintenance for the condominium unit to be sold to the prospective buyer.
4. A copy of the By-Laws of The Lands of the President, Condominium Six, Inc.

5. A copy of the Grounds and Buildings Rules of the Lands of the President, Condominium Six, Inc.

B. All of the above information shall be furnished to the prospective buyer prior to the execution of closing of the sale.

C. Before approval of a resale of a condominium unit by the Board of Directors of Condominium Six, Inc., assuming the purchaser meets the requirements for approval, the Board will require certification that the prospective purchaser has read the complete Documentation Package and is satisfied to purchase the condominium unit, subject to all the provisions of the Documentation Package.

D. The owner submitting an application for Resale of a condominium unit shall certify the following:

1. The number of persons who will occupy the unit after resale.
2. The names of prospective purchasers.
3. At least three (3) references, one of which is credit related, for the prospective purchasers.

E. No resale of a condominium unit shall be made to any party other than an individual and/or his or her spouse unless prior to the purchase of such unit the purchasing corporation, partnership, proprietorship or combination of individual buyers shall execute an undertaking and agreement with respect to the designation of the person or persons constituting the single family who are to be the permanent occupant(s) of such unit. Such purchasing entity shall not thereafter have the right to designate other person(s) as the permanent occupant(s) of such condominium unit, whether such other person(s) be in substitution of or in addition to the person(s) designated, except with the approval of the Condominium Association.

F. There shall be a processing charge of \$100.00 per applicant (or the maximum permitted by law) payable by the new owner to Condominium Six, Inc., for each Application for Resale by the selling owner. The payment for processing of resale shall accompany such application.

G. A copy of each executed conveyance of Title shall be delivered to the Board of Directors within ten days after the date of closing.

IV. OWNERS AND LEASES

A. Owners shall not lease their condominium unit for less than three (3) months. Only two (2) leases during one (1) calendar year shall be permitted. Lessee is not permitted to sub-lease.

V. GUESTS AND VISITORS

A. A guest is a person who is entertained in a unit of Condominium Six, Inc., by the unit owner thereof (or approved lessee) or a member of his immediate family. When an owner (or approved lessee) is not present, guests may not and shall not, in turn, invite guests or visitors to use the social or recreational facilities of Condominium Six, Inc. An owner who is not in residence shall notify the Management Agent in advance of the proposed occupancy of the condominium unit by any person other than the owner. The owner of the condominium unit shall make available to his guests a copy of the Grounds and Building rules and apprise them of the importance of compliance with them.

VI. COMPLAINTS - SUGGESTIONS – OBJECTIONS

A. The Board of Directors, through its designated committee, shall have full power and authority to enforce these Grounds and Buildings Rules. It is not the task or responsibility of any other person to admonish violators.

B. All complaints, objections or suggestions shall be submitted to the Board of Directors in writing on a form provided for this purpose, signed by the owner and delivered or mailed to the then President of Condominium Six, Inc.

VII. USE AND CARE OF PUBLIC AREAS

A. Public passageways, hallways and stairways shall not be obstructed or used for any purpose other than for ingress or egress from the condominium units and to the common areas in Condominium Six, Inc. Velocipedes, bicycles, baby carriages, scooters or similar vehicles shall not be placed in or allowed to stand in the public areas, passageways, hallways, stairways, parking places or other such areas ("Public Areas") within the common elements. Clothing items, umbrellas, umbrella stands, clothes racks and toys shall not be placed in the Public Areas outside the condominium unit entrances or service doors or in any other public area.

B. No garbage cans, supplies, milk containers, or other articles shall be placed in the Public Areas. Linens, clothing, draperies, rugs, mops, or laundry shall not be shaken or hung from any terrace or exposed on any part of Condominium Six, Inc.

C. No part of the Public Areas of Condominium Six, Inc. shall be decorated or furnished by any individual owner or group of owners in any manner, except with the written approval (and as approved) by the Board of Directors.

D. No parking areas or parking places shall be used for any purpose other than for parking a private vehicle. No open-bed trucks, boats, boat trailers, buses, car campers or car trailers shall be parked overnight in either assigned or unassigned

parking areas or in any other place on Condominium Six, Inc. property.

E. No door-to-door solicitation shall be permitted unless prior written approval has been granted by the Board of Directors. This includes solicitation for not-for-profit organizations.

F. When going to or from the pool area, owners, lessees, their families and guests shall be properly covered.

VIII. PARKING SPACES AND DRIVEWAYS

A. Owners shall park only in their owned or assigned parking spaces.

B. Each owner should instruct his guests, visitors and delivery men as to where to park.

C. Horns should not be used or unnecessarily sounded while parked or standing in parking areas. Racing engines or loud exhausts shall be avoided.

D. Unit owners must display their parking stickers on the vehicle's windshield at all times.

E. Guests of unit owners and/or tenants must display a visitor permit on their vehicle's rear view mirror.

F. Parking violators will have their vehicles towed at vehicle owner's expense.

IX. STORAGE AREAS

A. No flammable or hazardous material shall be permitted in common areas, including storage areas. Access to electrical meters and other utilities, all doors to storage bins, and entry ways shall be kept clear and accessible.

X. CONDOMINIUM UNIT RESTRICTIONS

The interior of the condominium unit is the owner's private home in the same sense as though it were a separate and single dwelling. The owner is responsible for maintaining it. The only restrictions are those imposed by law, the By-Laws and these Grounds and Building rules of Condominium Six, Inc. Each owner, members of his family, his guests and his lessees should know of and conform to the following limitations:

A. Noise and disturbances:

- i. No resident may make or permit any disturbing noise in the building nor permit anything to be done to interfere with the rights, comfort or convenience of other residents. Noise of all kinds shall be kept low enough so as not to disturb neighbors on the same floor, as well as the floor above or the floor below. The rule of reason shall prevail.

- ii. With respect to the upper floors, in order to minimize transmission of noise, at least three-fourths of the floor area of each room (except kitchen, bathroom and foyer), including interior passageways, shall be covered by rugs, carpets or other adequate soundproofing insulation. Such floor covering shall be contiguous so as to cover all walkway areas.
 - iii. Show consideration for neighbors by not permitting loud talk in the Public Areas or terraces, or by playing the television, radio, stereo or musical instruments too loudly.
 - iv. Kitchen disposals shall not be operated after 11:00 p.m. or before 9:00 a.m.
 - v. Entrance doors, interior doors and cabinet doors shall be closed with care to make the least possible noise.
 - vi. No installation, repair or maintenance work requiring hammering, drilling, sawing or other similar noise making shall be permitted after 10:00 p.m. or before 8:00 a.m. and AT NO TIME on Sundays or Holidays.
- B. Dogs or other Pets:
- i. No pets are permitted under a Lease Agreement.
 - ii. No pets or animals shall be kept or maintained in or about the buildings comprising Condominium Six, except dogs, cats and small birds (hereinafter referred to as Pets) as set forth below. Any other animals to be kept as Pets must be submitted to the Board and are subject to the Board's approval. A conditional license to maintain one (1) or two (2) pet(s), as defined above, within the owner's condominium shall be granted subject to the following conditions and reservations:
 - a. Pets shall each be of a size to be completely transported in one arm and shall not be greater than 20lbs.
 - b. Pets shall be on a leash at all times while in the public areas of Condominium Six, Inc.
 - c. Pets shall not be curbed in walkways, driveways, parking areas, in the shrubbery, gardens or other public areas of Condominium Six, Inc.
 - d. Pets shall be walked off the grounds of Condominium Six, Inc.
 - e. Owners bringing in pets properly authorized shall assume full responsibility for their pet, including but not limited to any damage to personal property and common elements of Condominium Six, Inc.

- f. Guests and visitors of owner-residents shall not be permitted to bring any pet on the common areas of Condominium Six, Inc.
- g. Any conditional license is subject to revocation and termination any time by the Board of Directors upon their determination that subject pet is either vicious or is annoying other owner-residents, or is otherwise a nuisance.
- h. If Pet is not friendly or is aggressive the unit owner or representative of the unit owner must be present when access is required to the unit for pest control, maintenance, and emergency use or in the event access to the unit is needed by the Association, its employees, or subcontractors.

XI. TERRACES, WINDOWS AND DOORS

- A. No awnings, window guards, ventilation or air conditioning devices shall be placed on or about the common or Public Areas of the buildings comprising Condominium Six, Inc. and no fixtures shall be placed on building walls.
- B. Folding storm shutters which meet the minimum standards of the South Florida Building Code for hurricane protection and which also meet the uniform design and color standard as established or individually approved by the Board of Directors of Condominium Six, may be installed by the owner at his expense. Deviations from these standards are not permitted.
- C. Nothing shall be swept, poured, tossed or shaken off the terraces, walkways, stairways, nor shall any dirt or refuse be swept or thrown from any portion of the condominium premises.
- D. Nothing shall be placed on the floors, walls or balustrades of the terraces that could fall or cause injury or that would diminish the architectural esthetics of the building without written approval from the Board of Directors.
- E. No laundry, bathing suits, towels, carpets or other items shall be hung or displayed on balustrades, clothes lines or similar devices.
- F. The use of the terraces, balconies and parking areas for outdoor cooking is strictly forbidden since such is in violation of local fire regulations.
- G. No sign, notice, advertisement or donation request shall be inscribed or exposed on any vehicle, at any window, door or other part of the buildings, nor shall any object be projected out of any window or door.

- H. During a hurricane alert, all movable objects, including carpets that are not permanently affixed to the floor, must be cleared from all terraces and patios.

XII. BUILDING, STRUCTURE AND MAINTENANCE

- A. No structural changes or alterations within the condominium unit or any part of the building shall be permitted without prior approval of the Board of Directors and the pertinent governmental department administering the applicable City, County or State regulations.
- B. The maintenance and repair of all structural parts and of all facilities, equipment and appliances within each condominium unit, including doors, windows, walls, air conditioning and heating units, water heaters, drains, plumbing and fixtures, etc., are the personal responsibility of the owner and at his personal expense and shall be kept in good repair to avoid loss or damage to other unit owners property and the Buildings.
- C. Air conditioning units and water heaters are the responsibility of the respective owners. Same shall be serviced by the owner at regular intervals to insure proper operation and to prevent damage to other condominium units.
- D. Antennas. No condominium unit owner shall install or permit to be installed, any antenna system outside his unit without prior written board approval of the installation and design of said installation. Likewise, no structural or design changes can be made to the installation without further board approval in writing.
- E. No employee of Condominium Six or its Management Agent is permitted to make repairs within any condominium unit during normal working hours, except in an emergency.
- F. Owners, lessees or guests shall not be permitted to directly give orders or direction to any maintenance staff employee. All requests for service shall be made in accordance with instructions issued by the Board of Directors.
- G. Every condominium owner shall provide such Management Agent as shall be designated by the Board of Directors with a key to his/her unit for emergency use and pest control. The name, address and telephone number of an optional other party to be notified in the event of an emergency shall be given in writing to the Management Agent and the President of Condominium Six, Inc. No persons shall be allowed in owner's apartment except for the purposes stated above, in the presence of the other party (mentioned above) or some other appointed representative, or with written consent by the unit owner.

XIII. ROSTER OF OWNERS AND OCCUPANTS

- A. The Board of Directors shall maintain a Roster of unit owners, their permanent legal addresses, if other than a unit on Embassy Drive, West Palm Beach, Florida, and their telephone numbers, local and long distance.
- B. The Roster of Owners, Occupants and Employees shall be kept in the Management Agent's office and shall be available for authorized use during normal office hours.

XIV. RECREATIONAL FACILITIES (POOL)

- A. The swimming pool facilities are restricted to the use of owners or lessees, their families and their registered guests.
- B. Residents and guests shall wear some type of jacket over their bathing suits and suitable foot covering going to and from the swimming pool.
- C. A soap shower shall be taken and all grease or oil-base skin lotions shall be removed before entering the pool.
- D. Any person with skin rashes or skin conditions or communicable disease is not permitted to use the pool.
- E. Persons with open cuts, open blisters or skin abrasions shall not use the swimming pool.
- F. No food or alcoholic drink shall be brought to the poolside or pool area.
- G. Glass containers of any kind are not permitted in the pool area.
- H. Refuse and similar trash shall be deposited in trash receptacles around the pool area.
- I. Cigarettes, cigars and pipe ashes shall be placed in sand receptacles.
- J. Pets shall not be taken to the pool area at any time.
- K. No furniture or equipment shall be removed from the pool area by anyone at any time.
- L. Chairs and chaises may not be reserved unless occupant is at poolside or the pool area.

- M. Since lifeguard is not available, children under sixteen (16) years of age shall be accompanied by an adult when in the pool area. Any child who is not thoroughly diaper trained shall not be permitted to use the pool at any time. Parents shall accompany and are responsible for children's safety and behavior in pool area.
- N. No liability whatsoever is assumed by Condominium Six for use of any facilities. All uses to be at users risk.
- O. No one shall use the swimming pool after 10:00 p.m. nor before 8:00 a.m.
- P. No rafts, floats (or similar equipment) or scuba fins are permitted in the pool. Playpens are not permitted in the pool area. Safety flotation devices, within reason, are acceptable subject to the Board's approval.
- Q. Horse play or ball playing in the pool or on the deck area shall not be engaged in and will not be tolerated.
- R. There shall be no running, shouting or excessive noise in the pool area. Bouncing balls or playing games in or around the pool is prohibited.
- S. Spitting, spouting of water, blowing the nose in the pool, are strictly prohibited. The overflow gutter is provided for expectoration.
- T. Furniture in the pool area shall be covered with a large beach towel before being used by swimmers wearing a wet bathing suit or having on lotions or creams.
- U. Use of the swimming pool is strictly at the swimmer's risk.
- V. No pool equipment is to be moved away from the pool by anyone at any time.

XV. ASSESSMENTS

Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

All notices of assessments from Condominium Six, Inc. to the unit owners shall designate when same are due and payable. Assessments and installments thereof not paid within fifteen (15) days of due date shall bear interest from due date at the maximum rate permitted by law. (See.p3,9A)

XVI. ELEMENTS INCLUDED IN ESTIMATED MONTHLY

MAINTENANCE CHARGES SALARIES - Reimbursement for Salaries and Employee Expenses Working Manager

UTILITIES, OPERATING SERVICES, AND REPAIRS AND MAINTENANCE
Water, Sewer, Electricity (used for common areas only) Gas, Basic Cable, Sanitation, Pool Maintenance, Pest Control, Landscape and Grounds Maintenance, Janitor Equipment and Supplies, and Maintenance Materials.

INSURANCE: Fire, Casualty, Extended Coverage and Public Liability Insurance (Association and Directors and Officers) on all common areas and on entire buildings, including all mechanical connections within your apartment (such as built-in appliances, plumbing fixtures, cabinets, etc.).

ADMINISTRATIVE EXPENSES: Management Agent Fees and Expenses, Office Supplies, Stationery, Printing, Postage and Mailing Expenses, Phones, Inspection Fees and Licenses.

There are NO RECREATION LEASES OR LAND LEASES at The Lands of The President.

NOT INCLUDED IN ESTIMATED MONTHLY MAINTENANCE CHARGES

Insurance on your personal belongings or on personal liability within your apartment.

Ad Valorem real estate taxes on your individual apartment.

Your own electric and telephone bills.

All other charges as stated in the foregoing rules to be at Unit Owner's own expense. Maintenance charges shall be billed monthly, payable in advance.

Approved by:

The Lands of the President, Condominium Six, Inc. The Board of Directors