FIELDS & BACHOVE, PLLC

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April 8, 2025

Stephen Skakandy, LCAM Jupiter Management, LLC 1340 U.S. Highway #1, Suite 102 Jupiter, FL 33469

Re: West Bay at Jonathan's Landing Condominium Association, Inc.

Amendment to Declaration

Dear Steve:

Enclosed please find the original, recorded Certificate of Amendment to the Declaration for the above Association. This document may now be published to the members. You may do either of the following within 30 days: (1) provide a copy of the amendment to all members, or (2) you may provide notice to the members that the amendment was adopted, identifying the official book and page number of the recorded amendment (Book 35634, Page 489) and that a copy of the amendment is available at no charge to the member upon written request to the association.

Please let me know if there are any questions in this regard.

Sincerely,

EVAN R. BACHOVE

ERB:hs Enclosure Prepared By and Return To: Evan R. Bachove, Esquire FIELDS & BACHOVE, PLLC 4440 PGA Boulevard, Suite 308 Palm Beach Gardens, FL 33410

CFN 20250105620 OR BK 35634 PG 480

RECORDED 3/27/2025 938 AM Palm Beach County, Florida Joseph Abrumo, Clerk Pgs: 489 - 491; (Spgs)

CERTIFICATE OF AMENDMENTS TO WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC. RESTATED DECLARATION OF CONDOMINIUM

WHEREAS, the West Bay at Jonathan's Landing Condominium Association, Inc. Restated Declaration of Condominium was recorded in Official Records Book 27056, Page 203, of the Public Records of Palm Beach County, Florida, and subsequently amended (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, the Declaration provides for amendments of the Declaration, as set forth herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

Amendment No. 1

A new Section D is hereby added to Article XII of the Declaration of Condominium, to read in its entirety as follows:

(insertions are <u>underlined</u>, and deletions of prior language are struck through)

- "D. No Entity Owners or Fractional Ownership. After the date of recording this Amendment and notwithstanding anything stated in this Declaration or any of the other governing documents, Units may only be owned by a natural person or natural persons, and there shall be no sale or transfer of any ownership or interest in a Unit to any corporation, limited liability company, partnership, or other entity, other than to:
 - (1) the Association;
 - (2) a Trust which is created by the existing Owner for estate and/or tax planning purposes;
 - (3) A business entity which is created by the existing Owner, with the prior written consent of the Board of Directors; or
 - (4) an Institutional Mortgagee taking title to the Unit pursuant to foreclosure or a deed in lieu of foreclosure of its mortgage.
- (a) Notwithstanding anything stated in this Declaration or any of the other governing documents of the Association to the contrary, the minimum percentage of ownership of a Unit by any permissible Owner shall not be less than fifty percent (50%), which means that a Unit shall not be owned by more than two (2) permissible co-owners. The forgoing restriction shall not apply to any natural person(s) who become an Owner upon the death of the preceding Owner, either by way of inheritance or due to the termination of the prior Owner's bona fide life estate.

(b) The foregoing entity and fractional ownership prohibitions shall apply prospectively to all transfers of ownership occurring after the date of recording this Amendment and shall not operate to require any pre-existing entity Owners or Unit that are owned by more than two (2) co-owners who acquired title to their Unit prior to the recording of this Amendment to divest their entity ownership or ownership by more than two (2) co-owners. However, when title to such a Unit is subsequently transferred after the date of recording this Amendment, the foregoing prohibitions on entity and fractional ownership shall fully apply and the acquirer(s) of title thereto must be a natural person or persons (unless one of the 4 exceptions in the Paragraph above applies) and no Unit shall be owned by more than two (2) permissible co-owners (unless the exception in Paragraph (a) above applies)."

Amendment No. 2

Article XIV, Section C(1) of the Declaration of Condominium is hereby amended to read in its entirety as follows:

(insertions are <u>underlined</u>, and deletions of prior language are struck through)

"C. <u>Each Unit Owner Agrees As Follows</u>:

To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the plaster comprising the walls, the ceilings and floors, floor coverings, and his screening and window systems), and the entire interior of his Unit, and to maintain and repair the fixtures and equipment therein, including, without limitation thereto, the following, where applicable: air conditioning and heating units, refrigerators, stoves, fans, hot water heaters, dishwashers and all other appliances, drains, plumbing fixtures and connections, sinks, electric panels, interior doors, and fixtures within the Unit; garage doors, window systems, screening and glass, exterior light fixtures, sliding glass doors; the air conditioning compressor located outside the Unit; to be responsible for the installation, maintenance, repair, or replacement of all hurricane protection on his or her Unit, which shall include hurricane shutters, impact glass, code-compliant windows or doors, and other code-compliant hurricane protection products used to preserve and protect the property; to be responsible for any damage to the Common Elements caused by the installation, maintenance, repair, replacement or removal of any hurricane protection belonging to the Owner; and to pay for all his utilities, i.e., electric, water, sewage, and telephone.'

Except as otherwise expressly set forth herein, the terms and conditions of the Declaration are hereby reaffirmed.

It is hereby certified that the foregoing Amendments were approved by the affirmative vote of a majority of the total eligible members of the Association, pursuant to Article XI of the Declaration.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Amendment to Declaration this 10 day of MARCH , 2025. WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC., a Florida Not-for Profit Corporation Witnesses. By: (signature) MORGANTI President stall hear (printed name) 1340 (address) signature) (printed name) (address) Attest: (signature) Secretary STONYY (printed name) 1340 C (address) (signature) MARIC HIOT (printed name) 1340 US to (address) STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this 10 day of March 2025, by David morganti ___, as President, and ____Amy Mitchell Secretary, respectively, of WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC., who are personally known to me or have as identification and who did take an oath. Physical Presence: ____x OR Online Notarization: _____ **Notary Public** State of Florida My Commission Expires: May 11, 2028 (Notary Seal)