

WEST BAY AT JONATHAN'S LANDING

OWNERS MANUAL

WEST BAY CONDOMINIUM **CONDENSED OWNER'S MANUAL**

The Board of Directors, appreciating the volume of condominium declarations, has compiled the information most frequently needed by our residents in this condensed manual. We have also included some suggestions that should be helpful to you.

Further, where formal requests or application forms are necessary, we have included blank forms that you may use or copy. These forms are all available at Jupiter Management, LLC.

We urge you to be familiar with this information and to be sure that your guests and tenants are also.

If everyone acts in accordance with these rules, life at West Bay will continue to be pleasant for all.

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I. WEST BAY POOL RULES

1. THERE IS NO LIFEGUARD ON DUTY... SWIMMING IS AT YOUR OWN RISK. THESE RULES MUST BE ADHERED TO.
2. POOL HOURS ARE DAWN TO DUSK
3. A MAXIMUM OF TWENTY-THREE (23) PERSONS ARE PERMITTED IN THE POOL AT ANY ONE TIME.
4. ALL PERSONS WILL SHOWER PRIOR TO ENTERING THE POOL.
5. DIVING AND JUMPING IN THE POOL IS NOT PERMITTED, AT ANY AGE.
6. NO PETS, FOOD OR GLASS OBJECTS ARE PERMITTED IN THE POOL OR ON THE POOL DECK PRIOR TO 5:30 A.M. NO BEVERAGES OF ANY KIND ARE PERMITTED IN THE POOL OR POOL AREA.
7. UMBRELLAS WILL BE LOWERED BEFORE LEAVING THE POOL AREA. FURNITURE MUST BE KEPT FOUR FEET (4') FROM THE EDGES OF THE POOL.
8. GATES TO THE POOL AREA MUST BE KEPT CLOSED AT ALL TIMES.
9. NO RUNNING, JUMPING, BALL PLAYING OR USE OF RAFTS OR SKATES PERMITTED IN THE POOL OR POOL AREA.
10. NO CHILDREN IN DIAPERS ARE PERMITTED IN ADULT POOL.
11. BATHROOM DOORS WILL BE KEPT LOCKED AT ALL TIMES. POOL USERS (INCLUDING RENTERS & GUESTS) ARE RESPONSIBLE TO HAVE THEIR OWN KEYS TO UNLOCK THE BATHROOMS. ADULTS WILL ACCOMPANY YOUNG CHILDREN WHO USE THE BATHROOMS. (KEYS CAN BE OBTAINED FROM THE PROPERTY MANAGER.)
12. COVER-UPS WILL BE WORN TO AND FROM THE POOL.
13. WE RESERVE THE RIGHT TO REQUEST ANYONE ABUSING THE ABOVE RULES OR CONDUCTING HIMSELF OR HERSELF IN A MANNER NOT CONDUCIVE TO A FAMILY ATMOSPHERE TO LEAVE THE POOL AREA. OWNERS ARE RESPONSIBLE FOR ALL GUESTS.

II. UNIT ALTERATIONS AND DECORATIONS

A. OUTSIDE

1. Installation of hurricane shutters, enclosing of porches, and garage door replacements require prior approval of the West Bay Directors, and the J.L.P.O.A. DESIGN CONTROL BOARD. (the Hurricane Shutter Policy is included). Installation of all porch drapes, blinds, etc. require prior approval of the West Bay Directors.
2. No other external building alterations are permitted.
3. Landscape alterations require prior approval of the West Bay Directors.
4. No unit owners or residents shall leave unattended potted plants outside of their unit. The Association reserves the right and option of removing any potted plants for disposal or use within the community

B. INSIDE ALTERATIONS AND DECORATIONS

1. All physical changes or alterations require prior approval of the West Bay Directors and the J.L.P.O.A. Design Control Board.
2. Installation of tile or hardwood floors in second floor units require sound deadening material, and prior approval of the West Bay Directors and J.L.P.O.A. Design Control Board.

C. SUBMITTALS

Complete plans and specifications must be submitted to the West Bay Board and/or the J.L.P.O.A. Design Control Board as required. Approvals are made by the board, at the monthly board meetings. All board meetings are open to all residents, and they are on the third Wednesday of each month. Call Steve, our property manager, if you wish to attend.

III. MAINTENANCE RESPONSIBILITIES

A. ASSOCIATION

1. Grounds, plantings, shrubs, etc.
2. Building structure, external to the wallboard
3. All external painting
4. Termite treatment and eradication

B. UNIT OWNERS

1. All windows, screens, external doors and doorways
2. Internal damage from water or termites
3. All painting inside porch screens
4. External window washing
5. Cleaning or removal of cobwebs, etc.
6. Entire A/C system, including keeping condensate drains clear

Maintenance and Landscaping requests may be made by logging them on the clipboards located at the Pool Bulletin Board.

C. WASHING OF SECOND FLOOR WINDOWS

No one is permitted to walk on the roofs in order to wash windows, or for any other reason. Unit owners will be **HELD RESPONSIBLE** for any roof damage incurred.

D. MISCELLANEOUS SUGGESTIONS

Water damage can result from leaking hot water heaters or damaged bathroom grout. Check yours regularly. This is particularly important to second floor owners, as they may be liable for resulting damage to first floor units.

IV. **AUTOMOBILES AND PARKING**

A. Automobiles should be kept in garages when not in use.

B. Second cars should be parked in parking spaces, not driveways, whenever possible. This is a safety issue if emergency vehicles need access!

C. **Overnight parking of trucks or commercial vehicles is prohibited.**

V. **WHEN YOU ARE AWAY FOR AN EXTENDED PERIOD**

A. It is suggested that you:

1. Notify security
2. Set your security alarm
3. Shut off your hot water heater
4. Activate your humidistat
5. Shut off main water supply
6. Stop mail and paper deliveries
7. Have someone check you unit weekly or biweekly

Hurricane Policy – Each Unit Owner who plans to be absent from his/her Unit during the hurricane season must prepare his/her Unit prior to departure by:

- (a) removing all furniture and other objects from the porch or patio prior to his/her departure;
- (b) designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage; and
- (c) furnish the Association with the name of the said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters, which shutters shall be of a type approved by the Board of Directors.

Hurricane Shutter Policy

The color of the approved hurricane shutter systems will be either bronze on those buildings that have bronze systems already installed and beige on all other buildings. The systems are to be either accordion type shutters or roll down systems. Approved by the Board of Directors - 11-28-07.

VI. RENTING YOUR UNIT / HAVING GUESTS

- A. All rentals must have prior approval of the West Bay Directors.
 - B. Units may be rented two times a year for minimum periods of one month.
 - C. Remember, owners are responsible for their friends, relatives, and renters using their units.
- (Sample forms follow)

VII. REFUSE AND RECYCLABLES

- A. Refuse is picked up Wednesday and Saturday (as early as 8:00AM).
- B. Recyclables are picked up Saturday only(as early at 8:00 AM).
- C. Refuse must be in plastic bags, inside of appropriate containers. Recyclables should be in the designated tubs.
- D. Nothing should be put out overnight.
- E. If you are leaving between pickups, small amounts of refuse may be placed in the container in the Pool Area.

PETS

- F. Only one pet per unit is permitted.
- G. Maximum size is 20 pounds.
- H. Pets must be leashed when outdoors.
- I. Owners are responsible for cleaning up after their pets.

VIII. CALENDAR

- A. Budget meeting is held in the month of December. Date is announced by mail. Open to all West Bay residents.
- B. ANNUAL meeting and Election of Directors is held during the month of January. Date is announced by mail.
- C. Fee Payments – quarterly fee payments are due the first business day of January, April, July and October.
- D. Board meetings are held every third Wednesday, of every month. All West Bay residents may attend.

IX. BOARD OF DIRECTORS

VERN H. TROWBRIDGE, P 16071 WEST BAY DRIVE # 166 748-1466
JUPITER, FL 33477-2313
verntrowbridge@comcast.net

EARL WEEKS, VP. 16051 West Bay Dr. #168 743-7212
EW5049@AOL.COM

AL SULLIVAN, Secretary 3940 Schooner Point Drive, #112 743-2942
Jupiter, FL 33477
gramsredcar@aol.com

JIM SCHWARTZ, Treas. 1050 West Bay Dr. #254 743-3688
jschwartz@saul.com

THOMAS MONAHAN 16131 West Bay Drive 972-7210
Unit 163
Jupiter, FL 33477
thmonahan1956@gmail.com

Property Manager - Steve Skakandy 743-4607
JupiterManagemen@bellsouth.net 743-4625 (Fax)

Jupiter Management, LLC
1340 US Highway 1, Suite 102
Jupiter, FL 33469

J.L.P.O.A. DCB - Jane Carlough-Meline
(561) 743-2032

APPLICATION FOR RESIDENCY

PLEASE NOTE: A COPY OF THE LEASE OR SALES CONTRACT AND YOUR APPLICATION FEE OF \$100 (NON-REFUNDABLE) MUST BE SUBMITTED WITH THIS APPLICATION
PLEASE PRINT ALL INFORMATION

Please Indicate _____ Lease _____ Purchase _____ Date _____

Owner(s)' Name(s) _____

West Bay Address _____

Applicants Name _____ DOB: _____ SS# _____ - _____ - _____

Home Telephone # _____

Cell Phone # _____

Co-Applicant's Name _____ Maiden Name (if applicable) _____

Marital Status _____ No./Ages of Children Occupants _____

No. Of Pets/Describe _____

In Case of Emergency Notify _____

Address _____ Phone # _____

Present Address Street/City/State/Zip _____

Phone # _____ Fax # _____ Cellular # _____

Landlord/Mortgage Co. _____ Phone # _____

Previous Address Street/City/State/Zip _____

Landlord/Mortgage Co. _____ Phone # _____

Applicant's Present Employer _____ Phone # _____
_____ Street _____ City/State/Zip _____

Length of Employment _____ Position _____ Salary _____

Applicant's Previous Employer _____ Phone # _____
_____ Street _____ City/State/Zip _____

Length of Employment _____ Position _____ Salary _____

Co-Applicant's Present Employer _____ Phone # _____
_____ Street _____ City/State/Zip _____

Length of Employment _____ Position _____ Salary _____

BANK INFORMATION

Bank Name _____ Contact _____ Phone # _____

Address/City/State/Zip _____

Checking Acc.# _____ Opening Date: _____

Savings Acct. # _____ Opening Date: _____

Bank Name _____ Contact _____ Phone # _____

Address/City/State/Zip _____

Checking Acc.# _____ Opening Date: _____

Savings Acct. # _____ Opening Date: _____

AUTOMOBILE INFORMATION

Applicant's Driver's License#/ State _____ Expiration _____

Co-Applicant's Driver's License#/State _____ Expiration _____

Make/Model of Car _____ Year _____ License Tag #/ State _____

Make/Model of Car _____ Year _____ License Tag #/ State _____

STATEMENT OF UNDERSTANDING

It is understood that my \$100. is non-refundable. If any information is left out, this Application may not be approved, and may be returned. This Application is subject to approval.

I/We acknowledge receipt of the community "Owner's Manual". Having reviewed the document in its entirety, I/We shall abide by the rules and community processes as provided therein as well as the complete Association Documents including the Convents and Restrictions.

Willful misrepresentation may void any lease, contract for sale, or agreement entered into in connection with this Application.

I/We declare the above information to be true and correct. I/We authorize the Association or its agent to obtain and verify a consumer report.

I/We understand an investigation of My/Our background may be conducted to determine My/Our character, general reputation, personal characteristics, mode of living, and specifically authorize International Recovery Bureau (IRB) to handle this.

I/We release IRB, its employees and members from any loss, expense, or damage, which may result directly or indirectly from information or reports furnished by IRB.

Applications for residency are approved at regularly scheduled Board of Director meetings. All applications and fees need to be submitted at least five working days prior to the Board meeting. Said meetings are normally held on the third Wednesday of each month.

Signed (Applicant) _____ Date _____

Signed (Co-Applicant) _____ Date _____

AUTHORIZATION TO RELEASE CREDIT, RESIDENCE, BANKING
AND
EMPLOYMENT INFORMATION

You are authorized to release to INTERNATIONAL RECOVERY BUREAU (IRB) any information requested regarding my banking, credit, employment and residence.

I waive all rights and privileges concerning the release of said information and reports to IRB

Signed _____ Date _____

Please print your last name _____

You are authorized to release to INTERNATIONAL RECOVERY BUREAU (IRB) any information requested regarding my banking, credit, employment and residence.

I waive all rights and privileges concerning the release of said information and reports to IRB

Signed _____ Date _____

Please print your last name _____

You are authorized to release to INTERNATIONAL RECOVERY BUREAU (IRB) any information requested regarding my banking, credit, employment and residence.

I waive all rights and privileges concerning the release of said information and reports to IRB

Signed _____ Date _____

Please print your last name _____

Forest Recovery Services, LLC
PO Box 83
Barrington, IL 60011
Toll Free (877) 276-1066
Fax (614) 455-3401

I/We understand an investigation of my background may be conducted to determine my character, general reputation, and my personal characteristics. A consumer credit report, driving history report and criminal history report may be pulled. I/We specifically authorize FOREST RECOVERY SERVICES, LLC to conduct this background investigation.

I/We release FOREST RECOVERY SERVICES, LLC, its employees and members from any loss, expense, or damage which may result directly or indirectly from information or reports furnished by RECOVERY SERVICES, LLC.

Applicant Name _____
(Please Print)

Date of Birth _____ SSN _____

Street Address _____

City/State/Zip _____

Applicant Signature _____ Date _____

Applicant Name _____
(Please Print)

Date of Birth _____ SSN _____

Street Address _____

City/State/Zip _____

Applicant Signature _____ Date _____

**J. L. PROPERTY OWNERS ASSOCIATION
DESIGN CONTROL BOARD
ALTERATIONS AND ADDITIONS REQUEST FORM
561-743-2032 / Fax 561-743-2062
jlpoa3@comcast.net**

TO BE COMPLETED BY HOMEOWNER:

Resident Name	Submission Date
Address	Village
Telephone Number	Unit/Lot #
Mailing Address & Telephone # (if different from above): _____	
Description of Project: _____	

Plans and specifications are not approved for engineering design or safety, or setback/code compliance. By approval of such plans and specifications, neither the DCB, the members thereof, nor the Board of Directors of J.L. Property Owners Association, Inc., or the members thereof, assume liability or responsibility for such compliance. IT IS THE RESPONSIBILITY OF EACH INDIVIDUAL HOMEOWNER/BUILDER TO COMPLY WITH ALL APPLICABLE CODES, SETBACKS AND OTHER REQUIREMENTS, AND TO OBTAIN ALL NECESSARY STATE, COUNTY OR LOCAL PERMITS AND APPROVALS.

SIGNATURE OF HOMEOWNER _____

PLEASE NOTE: AN APPROVAL SIGNATURE OF VILLAGE HOA / MGMT. IS REQUIRED
BEFORE SUBMITTING TO DESIGN CONTROL BOARD

***APPLICATION MUST INCLUDE PLANS, SPECIFICATIONS
(Drawings & Samples) & APPROPRIATE FEES. (See Reverse Side)***

TO BE COMPLETED BY VILLAGE ASSOCIATION (HOA):

Date acted upon by Village HOA: _____ Approved: _____ Denied: _____

Signature of Authorized Association Member Telephone Number

TO BE COMPLETED BY DESIGN CONTROL BOARD:

Date acted upon by JL DCB: _____ Approved: _____ Denied: _____

Reason for Denial: _____

Signature of Authorized DCB Representative

NOTE: Incomplete applications will be returned. If project is not started within one year of approval date, DCB approval becomes "null & void". Resubmission of application will be required.

DEPOSIT & PROCESSING FEES

	<u>Total Deposit</u>	<u>Non-Refundable Fee from Deposit</u>
NEW HOME CONSTRUCTION	\$3,500.	\$100.
2nd FLOOR ADDITIONS	\$2,000.	\$100.
1ST FLOOR ADDITIONS (medium to large structures)	\$2,000.	\$50.
OTHER ADDITIONS AND/OR INSTALLATIONS	\$ 500.	\$50.

(e.g., new roof and new pool installations, major window replacements, golf cart garages, major changes in patio and screen enclosures, solar panels, electric generators and fuel tank installations, bulkhead and/or dock construction)

Non-refundable fee deductions are made for administrative costs. Additionally, the DCB will deduct any outside consultants' fee and the cost of repairing any damage to the JLPOA Common Areas caused by the construction from the deposit prior to reimbursement of any remaining funds at the end of the project. If the cost of repair exceeds the deposit (less administrative and professional fees), then the homeowner who had the work performed bears the final responsibility.

JLPOA can individually assess for damage to JLPOA Common Area as provided in the Jonathan's Landing Amended and Restated Declaration of Covenants and Restrictions.

The application fees must be remitted with the original application before the project is placed on the DCB agenda for review (the check is to be made payable to J.L. PROPERTY OWNERS ASSOCIATION, INC.). Once a project receives final inspection and approval from the DCB and any damage to JLPOA Common Area property is repaired, any deposit amounts remaining will be refunded to the homeowner.

Questions & Answers for New Homeowners

Updated: January 2013

Q: What are my voting rights in the Condominium Association?

A: By-Laws Article VII-VOTING RIGHTS “There shall be one (1) person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners; such person shall be known (and is hereafter referred to) as a voting member. If a Unit is owned by more than one person, those persons shall designate one of their number as a voting member, or in that case of a corporate Unit Owner, limited partnership or similar legal entity, an officer or employee thereof shall be the voting member. *(See the full text of Section VII – Voting Rights for further details)*

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Should a Unit Owner wish to sell, lease or rent his Condominium Parcel, he shall, before accepting any offer, deliver to the Board of Directors of the Association a written notice containing the terms of the offer he has received or which he wishes to accept. *(See the full text of Section XII– Provisions Relating To Sale Or Rental Or Other Alienation Or Mortgaging Of Condominium Units for further details)*

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: Units may be rented two times a year for minimum periods of 30 days each. *(See the full text of Section XII– Provisions Relating To Sale Or Rental Or Other Alienation Or Mortgaging Of Condominium Units for further details)*

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: For your unit, the quarterly maintenance assessment is \$1,010.00. Payments are due in advance on: January 1; April 1; July 1; and October 1.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: Owners in the West Bay at Jonathans Landing Condominium Association Inc, are automatically members of the Jonathan’s Landing POA, which administers common area services for the community. For your unit, the quarterly maintenance assessment is \$575. Payments are due in advance on: January 1; April 1; July 1; and October 1.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No. All facilities under ownership and management of West Bay at Jonathan’s Landing are covered in the quarterly Maintenance Assessment fees. However, membership in the Jonathan’s Landing Golf Club is not included.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No such liability exists.