

West Bay at Jonathan's Landing



Owners' Manual

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Notes and Reminders

Part I - Introduction

Condominium ownership is different from fee simple or HOA ownership because it requires the legal creation of a community where you trade some of your independence for shared ownership. This allows you to pool your resources to assign responsibility for providing recreation and maintenance to someone else. However, it demands that you share management not only of the property but also your relationships. The only way to reap the benefits of condominium ownership is to have sufficient rules and regulations. A large part of these restrictions have been established by Florida law.

The Board of Directors appreciates the difficulty you may have dealing with the volume of Condominium documents and their technical presentations. Therefore, we have compiled here the information most frequently needed by our residents in this condensed format.

In addition, we have also added some suggestions that should be helpful. For convenience, we have provided you with the formal and legal documents in a separate package. When issues arise you should refer to them for the most accurate and comprehensive information. They should be kept in a safe place because, if you ever sell your unit, you will have a duty to furnish purchasers with these documents so that they can certify they have read them before the legal review period expires. In order to be of help, the Board of Directors is placing these documents on our website, www.westbay.homestead.com. This way you can prepare a hard copy of the documents on your printer at any time. Periodic changes and updates to these documents will be found on our website as well. **www.westbay.homestead.com**

This Owners' Manual is meant more for everyday use. We have tried to condense here the most important information in the legal documents. In addition, we have included here the Rules and Regulations. These are restrictions adopted from time to time by the Board of Directors to prevent problems within the Association and to guide interaction among the Unit Owners.

Where formal requests or application forms are necessary, we have not included blank forms that you can use or copy. These forms are available at the office of Jupiter Management, LLC. (561) 743-4607; or steve@jupitermgt.com. Also the forms can be found on our website.

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

Part II - A Few Explanations

Condominium Ownership - Each Unit Owner owns an undivided 1/130th interest in the Common Elements in addition to his individual Unit. Condominium ownership is a creation of Chapter 718 of the Florida Statutes. The Association can only function in strict accord with that statute.

The Condominium Association is a legal entity organized as a Florida corporation not for profit. It has a tax-free status and the ability to sue and be sued. It is empowered to conduct the affairs of the Condominium. For example, it is required to undertake maintenance and repair of the Common Elements, approve and regulate sales and rentals, provide landscaping, and operate the swimming pool and clubhouse. The affairs of the Association are directed by the Board of Directors as provided in the By-Laws.

The **Common Elements** are what we own in common. The law has also created **Limited Common Elements** as a sub-class of the Common Elements, "reserved for the use of a certain Unit or Units to the exclusion of other Units." The Limited Common Elements are set forth in Chapter IV of the Declaration of Condominium.

The **Management Company** is Jupiter Management, LLC, which provides the day-to-day operation of the Association in cooperation with the Board of Directors.

The **Boundaries** of your Unit are set with precision by Florida Law to establish and define condominium ownership. The precise parametrical boundaries are set forth in Article XVIII, Sec. A.1. This legal precision is used to define the separation of responsibility between the Association and the Units, to assign insurance coverage, and to divide any other matters between the Association and the Unit Owners.

Location - Jonathan's Landing and the West Bay Condominium are located in unincorporated Palm Beach County and are not part of the corporate limits of Jupiter, Florida.

The **Property Owners Association** (POA) is the overall organization that is responsible for governing and maintaining our natural resources spread over 606 acres and encompassing 27 separate villages. Your membership and responsibilities are included within the POA.

JL Cares is a charitable organization that offers all residents the opportunity to participate in volunteer efforts supporting local civic and non-profit associations with cultural, educational and social services. Leadership is provided by private residents; to contact call the JL office at 747-7600

Part III -West Bay Condominium

Website: www.westbay.homestead.com. For documents, forms, and notices. Email: steve@jupitermgt.com, for service and communications.

The Condominium documents we are governed by are the following:

Articles of Incorporation - This document establishes the Association under Florida Law as an incorporated, non-profit corporation. This is important for tax reasons and establishing a legal entity for representing the Association.

Declaration of Condominium -This document creates the condominium under Chapter 718, Florida Statutes, and is intended to set forth the way by which the Association follows state law. It is a covenant that formally distinguishes condominium ownership from other forms such as fee simple.

By-Laws -- These are the everyday rules governing how the Board of Directors, Unit Owners, and others operate the Association.

Duties of Owners

In particular, we want to call your attention to the legal guidelines that distinguish your duties and those of the Association. Every Unit Owner should be mindful of his specific duties as assigned by law and set forth in Article XIII, Section C. of the Declaration of Condominium:

To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the paint on the walls, the ceilings and floors 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 and sinks, electrical panels, interior doors, and fixtures within the Unit; garage doors, window systems, glass, exterior light fixtures, the sliding glass doors, the exterior doors; and the air compressor, located outside the Unit, but which is a part thereof; and to pay for all his utilities, i.e., electric, water, sewage, and telephone. The cost of maintaining and replacing the floor coverings shall be borne by the Owner.

No one is permitted to walk on the roofs to wash windows, or for any other reason.

Unit Alterations and Decorations

Unit Owners are also restricted concerning structural alterations within their Unit. Under Article XIV, Section C, paragraphs 2 and 3, no structural alteration within a Unit may be made, nor may any contractor or subcontractor be employed without the approval of the West Bay Board of Directors and the Property Owners Association's Design Control Board.

A. OUTSIDE CHANGES:

1. Installation of hurricane shutters, enclosing of porches, and garage door replacements require prior approval of the West Bay Directors, and Jonathan's Landing Property Owners Association Design Control Board.
2. No other external building alterations or decorations are permitted.
3. Major landscaping alterations require approval of the West Bay Directors and the use of a contractor approved by the Board.
4. No residents shall leave potted plants outside their Units during storms. The Association has the right to remove potted plants.

B. INSIDE CHANGES:

1. All structural 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 requires sound deadening material, and prior approval of the West Bay Directors and the J.L.P.O.A Design Control Board.

C. SUBMITTALS:

Complete plans and specifications must be submitted to the West Bay Board of Directors. Approvals are made at monthly meetings, which are open to all owners. Call the Property Manager if you wish to attend.

Automobiles and Parking

Automobiles should be kept in garages when not in use. Second cars may be parked in the driveway adjacent to the garage. Overnight parking of trucks or commercial vehicles is prohibited. Coverings are not permitted on cars left outside.

Pets

One pet is permitted per Unit. The maximum weight is 20 pounds. Pets must be leashed when outdoors. Owners must clean up after their pets. Jonathan's Landing offers a "dog park," located near the North Gate.

Renting Your Unit and Having Guests

All rentals must have the prior approval of the West Bay Directors using a Rental Application Form available from the Management Company. Units may be rented two times a year for minimum periods of one month. Remember, owners are responsible for their friends, relatives and renters using their Unit.

Social Club

Our Social Club is a group of volunteers who provide us with five or six socials at the pool each year, either catered or pot-luck, and an annual dinner party at the Clubhouse. Watch for flyers at your door.

Association Responsibilities

Under Article XIII, Section F, the Association is responsible for all the Condominium Property and shall provide the following as a common expense:

1. All outside maintenance of the Condominium Property.
2. Except as may be specifically provided otherwise, the repair of the Common Elements, including:
 - a. All plumbing lines outward from the first cleanout.
 - b. All electric systems outward from the interior panel.
 - c. All sewer systems between the first and second cleanouts.
 - d. The water line from the Unit's meter to the Unit's water cut-off valve.
 - e. All roads and paths on the Condominium Property, and
 - f. All Condominium Property not required to be maintained, repaired, or replaced by the Unit Owners.
3. Monthly pest control service for the Condominium Property.
4. Annual subterranean inspection of the Condominium Property, and
5. An annual inspection of all Condominium Property not required to be maintained by the Unit Owners.

Also, the Association shall paint exterior doors, and may bear the cost of painting the exterior windows and frames, exterior screen door frames, and exterior porch screen frames. Under Article XVIII, Section Q, the Association has the obligation to maintain all paved areas and landscaping on property owned by it or within the Condominium Property in a first-class condition.

Requests for Service

For order and efficiency, Unit Owners should report problems or request repairs or maintenance issues by describing them in writing and posting them on the clubhouse bulletin board by the pool or by sending them by email to the Management Company at steve@jupitermgt.com or by phone (561) 743-4607.

Variable Data:

Items that can change, like board membership or trash pickup, appear on the last page.

Part IV - Directory of Buildings and Units

<u>Units 1st</u>	<u>Units 2nd</u>	<u>Street Address</u>	<u>Units</u>	<u>CO</u>	<u>Bldg.</u>
101-104	201-204	3971 Schooner Pt. Dr.	8	11 / 18 / 96	A
105-108	205-208	3911 Schooner Pt. Dr.	8	03/02/95	B
109-112	209-212	3940 Schooner Pt. Dr.	8	12 / 14 / 95	C
113 - 116	213-216	3941 Schooner Pt. Dr.	8	05/17/96	D
117 - 120	217-220	3881 Back Bay Dr.	8	09/08/89	E
121-124	221-224	3911 Back Bay Dr.	8	03/17/92	F
125-128	225-228	3941 Back Bay Dr.	8	05/05/95	G
129-132	229-232	16870 Island Cove Dr.	8	01/27/97	H
133-136	233-236	3910 Back Bay Dr.	8	11 / 20 / 90	I
137-141	237-241	3940 Back Bay Dr.	10	03/21/90	J
142-145	242-245	16150 West Bay Dr.	8	05/09/89	K
146-150	246-250	16100 West Bay Dr.	10	06/06/90	L
151- 155	251-255	16050 West Bay Dr.	10	01/04/91	M
156- 159	256-259	16000 West Bay Dr.	8	09/04/91	N
160 - 161	260 - 261	16151 West Bay Dr.	4	12 / 14 / 89	O
162-163		16131 West Bay Dr.	2	02/24/95	P
164-165		16101 West Bay Dr.	2	04/02/93	Q
166-167		16071 West Bay Dr.	2	11/20/90	R
168-169		16051 West Bay Dr.	2	06/27/90	S

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A Capsule History

After the era of the Hobe Indians and the landing of Jonathan Dickinson, Jupiter was a sleepy little town of 5,000 people and Indiantown Road was a two-lane, uncrowded road. Then came the I-95 Interchange. Early aerial photos show JL as a swamp with a few country roads; it was ruled to be in the flood plain.

Excavating the lagoons raised our elevation. In 1954 it was begun as a retirement community for the Upholsterers' International Union, but under the name Salhaven, it failed in 1971. The land was sold, and part became Jupiter Medical Center and the 606 acres east of Rte. Alt AIA were sold to the Alcoa

Company, JL's developer. West Bay's origins resulted in a legal controversy, and Alcoa sold out to M. J. Anderson that finished West Bay seven years after construction began. For details, check out our website.

West Bay Website

The Association operates a website at www.westbay.homestead.com. One important purpose is to post all our legal documents so you can view them or download them. We also post necessary forms, budgets, board minutes, a history, and any other important documents or announcements.

Part V - The POA

JONATHAN'S LANDING PROPERTY OWNERS' ASSOCIATION

POA Communications. The POA website (www.JonathansLandingpoa.com) has links to POA documents and minutes of POA meetings. The POA periodically sends e-mail blasts, known as the JL Chronicle, to JL owners with updates and notices. To subscribe to this service, send your e-mail address to brenda@jlpoa.com.

Also included in your important legal documents are those of the POA (Property Owners' Association). The West Bay Condominium Association is one association among twenty-seven condominium or home owners' associations within the confines of Jonathan's Landing. The entire community, including West Bay, is under the overall authority and supervision of the POA. Just like West Bay, it collects dues from you to conduct its operation.

The Articles of Incorporation established J. L. Property Owners' Association (a Corporation Not for Profit) as the master property owner to provide for the regulation, maintenance, and architectural control of Jonathan's Landing. The purposes are set forth in Article II of the Articles. The powers of the corporation are set forth in Article III.

The J. L. Declaration of Covenants and Restrictions is a formal document that imposes covenants and restrictions on all residents of Jonathan's Landing. It also establishes the J. L. Property Owners' Association to enforce the Covenants and Restrictions and provide for a fair and equitable governance.

Special Protective Restrictions are contained in the J. L. Declaration to control the fresh and salt water areas of Jonathan's Landing. Article VIII specifies ownership, the use of the water and adjoining lands, boating, swimming, fishing, disposal of refuse, maintenance, and establishing rules.

The POA also has the authority to control and maintain the major road and promenade systems throughout Jonathan's Landing. The POA, Palm Beach County, the Town of Jupiter, and the utility companies have easements throughout Jonathan's Landing in order to install, construct, and provide television cables, telephones, drainage and electronic security systems.

The Special Protective Restrictions also contain provisions specifically directed at **Unit Owners** in Article VIII, Section F:

1. Residential Parcels must be developed under the guidelines of the J.L.P.O.A. Design Control Board. Copies of the guidelines and forms, as well as the above outlined JLPOA documents are available at www.jlpoa.com. The password is JLPOA (all caps).
2. All Units shall be used only for residential purposes.
3. Signs within the Condominium are restricted.
4. The only animals allowed are pets under West Bay Rules.
5. Antennas are subject to regulation by the West Bay Directors.
6. All Units must be maintained in good repair and in accordance with the Design and Development Guidelines of Jonathan's Landing. If any owner fails to maintain his property, J. L. Property Owners' Association, Inc., may enter such property and correct the areas in neglect, the cost of which may be assessed as an individual assessment.
7. No trailers, boats, recreational vehicles, habitable property, commercial or work vans are authorized.
8. No nuisances, and no noxious odors or fumes shall be permitted.
9. All items such as utility meters are to be screened from view.
10. No structures are permitted except for construction purposes.
11. No film or coating on a glazed surface shall be visible from outside.

The By-Laws of Jonathan's Landing POA set forth the manner in which the POA is operated. All title holders in Jonathan's Landing are deemed to be members, and each household is given one vote. Members are entitled to participate in the annual members' meeting to be held in January or at Special Meetings.

Assessments by the Jonathan's Landing POA are imposed on each Unit Owner and used to finance the work of the POA. The POA determines the rate of assessment and each lot is assessed equally.

Part VI - Security

Security for West Bay is provided by the Jonathan's Landing POA. Jonathan's Landing maintains radio-dispatched security patrols throughout the community 24 hours a day. The heart of the security system is the in-house, AES-Intelligent alarm system, a comprehensive security network that provides an around-the-clock warningsystem.

Emergencies: Call 911 first; then call security dispatch at 747-1141.

Gate Access: Unit Owners have access with decals (black and white, \$5; all black \$10.) Call ahead to the gate at 743-2800 with your personal security code to give notice of expected visitors or service providers. You can also register "permanent guests." In addition, there is an app that can be downloaded into your smart phone called **Gateaccess.net** (add the bold) that facilitates the entry of your guests. For further information and instruction, contact Chief of Security: Michael@jlpoa.com.

Alarm System: This around-the-clock warning system covers intrusion, fire, or medical emergencies and is operated by your home system. Intrusions or fires activate an audible alarm in your home and at the gate. The medical assistance button can be used after the call to 911. Jonathan's Landing Security officers **have a duty only** to facilitate emergency service from Palm Beach County.

Service: In the event of service or technical problems, call Knight Alarm Co. at 561-471-8221 or Your Security Connection at 561-844-7004.

Part VII -West Bay Rules and Regulations

The Rules and Regulations below shall be binding upon all Unit Owners until amended by the Board of Directors, as provided by the By-Laws. The Unit Owners shall use their best efforts to see that these Rules and Regulations are faithfully observed by their families, guests, invitees, lessees, and persons over whom they exercise control and supervision.

The Community

1. Unit entranceways and the adjacent areas, as well as any other part of the Common Elements must be unobstructed and kept free of wheeled vehicles or furniture of any kind.
2. The personal property of all Unit Owners shall be stored within their Units, or in designated storage areas.
3. The Common Areas must be kept free of unsightly materials, including rubbish or any household items ordinarily used inside the Unit.
4. All discarded trash must be set out at the curb only in covered trash containers. To discourage animal scavengers, only covered trash containers may be put out overnight. If a Unit Owner will be away on collection day, small amounts of trash can be put in the container at the pool.
5. No trailers, boats, recreational vehicles, habitable vehicles, and/or vans may be kept, stored, or parked on the Condominium Property, except those vans used for non-commercial or non-work purposes and service vehicles authorized by the J. L. Property Owners' Association, Inc.
6. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees or contractors of the Association.
7. No patio furniture is allowed to be placed where it will impede emergency staff or emergency egress. All furniture and decorations must be moved inside during severe storms or when a tropical storm or hurricane watch is posted.
8. Unit Owner parking is designated as the Owner's garage and the adjacent driveway. All other parking spaces are available on a first come, first served basis.
9. No Unit Owner or anyone in his or her household is permitted to make noise or play any device or instrument that might disturb his neighbors. Voice and instrumental instruction is prohibited.
10. No aerials or antennas may be placed on the Common Elements. Signs or

lettering of any kind are prohibited on the Condominium Property as well as any signs within a Unit and visible from the outside.

11. No awning, canopy, shutter, or other projection shall be attached to, or placed upon, the outside walls or roof of a Condominium Building without the written consent of the Board of Directors and the J.L. Property Owners Association's Design Control Board.

12. Any window or door decoration that can be seen from the outside must be approved by the Board of Directors and the POA Design Control Board, except neutral shades of white and beige or natural wood.

13. The Association may retain a passkey to all Units. No Unit Owner or Occupant shall alter any lock or install a new lock without the written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association, pursuant to its right of access to the Unit.

14. Complaints regarding service to the Unit shall be made in writing to the Board of Directors.

15. No inflammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit, except as required for normal use.

16. Payments of regular quarterly assessments shall be made at the office of the Association and shall be due at such times as are established by the Board of Directors. If any such assessment payments are thirty (30) days late, same shall be subject to late charges of 18% per annum or in an amount determined by the Board of Directors.

17. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (a) removing all furniture and other objects from his porch or patio prior to his departure; (b) designating responsible firm or individual to care for his Unit should the Unit suffer Hurricane damage; and (c) furnishing the Association 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.

18. Food and beverages may not be consumed outside of a Unit except in areas designated by the Board of Directors of the Association.

19. Any type of reflective film or coating to any window, glass door, or glazed surface of a Unit visible from the outside is prohibited.

20. There shall be no barbecue grill or barbecuing anywhere on the Condominium Property except in those areas designated by the Board of Directors of the Association.

21. In order to minimize the noise transmitted through the floor of second story units, any modification of the second story flooring material must comply with the following requirements:

1. Installation of an underlayment that has a minimum Impact Insulation Class (IIC) value of 72 and a minimum Sound Transmission Class (STC) value of 70 as defined by the American Standard and Testing Materials (ASTM) organization must be installed under any flooring material.
2. Installation shall include isolation between the finished floor material and the walls.
3. An owner wishing to modify the second-story flooring material in any way must submit an *Alterations and Additions Request Form* that certifies, among other things, that the underlayment meeting the above criteria will be installed.

4. Once the Board approves the product, the condo owner must inform the Board of the date of the flooring installation. On the date of installation, a Board Member(s) or other association representative will go to the condo to verify that the underlayment the Board approved is, in fact, being installed.

22. In order to prevent the flooding of your Unit or others, it is recommended that you have your air conditioning condensate line checked every year, use metallic flex hose for your washing machine, and, if leaving your unit for a significant period of time, turn off the main water valve and disconnect the electricity to your hot water heater.

23. No vehicle which cannot operate under its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no repair to vehicles shall be made on the Condominium Property.

24. Florida Law requires that each individual Unit Owner shall purchase liability insurance to cover accidents occurring within his Unit and for purchasing homeowners insurance on his own property. Unit Owners are also responsible for reimbursing the Association for any damages or expenses that were paid by the Association yet were the liability of the Unit Owner.

The Swimming Pool

These Rules must be adhered to while at the swimming pool. Rules 2, 3,4,5,6, and 9 are required by Florida Statute.

DIVING AND JUMPING ARE NOT ALLOWED

1. There is no lifeguard on duty. Swim at your own risk.
2. Pool hours are dawn to dusk.
3. A maximum of twenty-four (24) persons are permitted in the pool at any one time.
4. All persons will shower prior to entering the pool.
5. No pets or glass are permitted in the pool or the pool deck.
6. No food or beverages are permitted in the pool area.
7. Umbrellas will be lowered before leaving the pool area.
8. Gates to the pool area must be kept closed at all times.
9. Children not “potty-trained” must wear swim diapers (“Swimmies”).
10. Bathroom doors will be locked at all times.
11. Cover-ups will be worn to and from the pool.
12. No smoking anywhere on or around the pool deck.

The Association can require anyone abusing the above rules or behaving in a manner not conducive to a family atmosphere to leave the pool area. Owners are responsible for all guests. For any disturbance, security should be notified. A security call button is located near the restrooms. The additional

Rules and Regulations of the JL POA and JL Security concern contractors and vendors. They can be viewed at www.jonathanslandingpoa.com.

Part VIII - Our Wider Community

Jonathan's Landing Golf Club

Optional membership in several levels is available in Jonathan's Landing Golf Club, which is the home to three championship golf courses, including two unique designs by Tom Fazio (one has a ferryboat ride at the signature 17th hole).

The Hills Course, designed by Arthur Hills, requires accuracy rather than power. Two clubhouses offering both casual and fine dining support the entire operation. Membership is targeted at all levels.

Golf Membership - Aimed at the avid golfer over age 55.

Mid -Go If Membership - Aimed at the under-age-55 enthusiast.

Sports Membership - Aimed at over-age-55 golfers with limited time.

Junior Non-Resident - Aimed at under-age non-residents.

Tennis Membership - Aimed at both competitive and social players.

House Membership - Offers dining, spa and fitness, and social events.

Fitness and Tennis Center

The 13,065 square-foot Fitness Center is state-of-the-art, and features group classes, personal training, and complete spa services. Therapy is provided on site by licensed therapists from the Jupiter Medical Center.

Jonathan's Landing Yacht Club

Optional membership is also available in the Jonathan's Landing Yacht Club, located on a wide expanse of Jonathan's Landing's border on the Intracoastal Waterway. A full-service marina is available for vessels from 15 to 120 feet long, providing deep water access.

Bocce Ball

New in 2014 were the Bocce Ball Courts at South Recreation Park. You can sign out Bocce Ball sets at the South Gate. Plans are in place to set up a league of village teams as well as more informal meets. If you are new to the game and have questions about the rules, go to www.bocceballrules.net.

Services and Vendors

Most organizations do not provide lists of preferred vendors because of concerns about liability. However, you have access to two sources. Jonathan's Landing Realty offers a few names at (561) 745-2500. Also, Jupiter Management, LLC, has a list of providers who have been recommended. For obvious reasons, they make a disclaimer and will not guarantee or warrant the services. Also, you are cautioned to check references, as well as current license and insurance.

Part IX -Some Useful Information

When You Are Away for an Extended Period, please do the following:

- Notify the security staff.
- Have air conditioning serviced.
- Shut off your hot water heater to preserve your appliance.
- Shut off your main water supply to prevent flooding.
- Activate your humidistat.
- Set your air conditioner at 78 degrees and the fan on 'auto.'
- Stop mail and paper deliveries.
- Have someone check your Unit at least every two weeks.
- Have your television's extra channels set on vacation.
- Have your landline set on vacation.
- Add Clorox to toilet bowls.
- Empty freezer and remove all perishables from refrigerator.
- Open cabinets and closet doors for ventilation.
- Bring all furniture and objects inside.
- Remove all refuse.
- Use metal hoses on your clothes washer.
- Notify Manager of your designee.
- Notify the POA office of your address changes.

Hurricane Awareness:

Your first priority is to safeguard yourself. Have a plan. You also have a duty to clear your property of any objects that can be tossed about. The Town of Jupiter maintains a website with storm related safety information. See www.jupiter.fl.us. Unit Owners are expected to follow the most recent guidelines provided by the Division of Emergency Management at www.pbc.gov.com/dem/.

Power Outages:

You can report an outage at 1 (800) 468-8243 or via www.fpl.com. You or a neighbor can report online and then track restoration progress.

Part X - Some Important Contacts

Property Manager:

Steve Skakandy (561) 743-4 60 7
steve@jupitemgt.com
(Fax) 743-4625
Jupiter Management, L.L.C.
1340 US Highway 1, Suite 102
Jupiter, FL, 33469

West Bay Website:

www.westbay.homestead.com

Jonathan's Landing:

Association Manager
3755 Barrow Island Road
Jupiter, FL 334 77
(561) 743-2032
admin@jlpoa.com
Design Control Board
admin@jlpoa.com
Security Staff (561) 747-1141 or
michael@jlpoa.com
Gate (automated) (561) 747-2800

Accounts Payable:

West Bay at Jonathan's Landing
c/o Jupiter Management
1340 US Highway 1, Suite 102
Jupiter, FL 33469

Exterminator:

Bayside Exterminating, Inc.
Brian Kamazan (561) 745-9131

JLPOA:

www.jonathanslanding.com
accounting (561) 741-0158
Executive Office (561) 747-7600
Golf Pro Shop (561) 744-4231
Fitness and Tennis Ctr. (561) 743-2191

Landscaping:

A B L

Utilities:

Hotwire Communications
For service or repair, call
800-355-5668
FPL (561) 697-8000
Jupiter Water (561) 741-2609
Loxahatchee Sewer
(561) 747-5700

Waste Pro:

(Service for Palm Beach County)
411 Tall Pines Road
West Palm Beach, FL 33413
(561) 697-2700

Emergencies:

Police, Fire & Medical -- 911
Police (routine) (561) 746-2705
Storm Water (561) 748-2708
Power Outage, FPL (561) 697-8000
JL Security Dispatch (561) 743-1141

Questions & Answers for New Homeowners

Updated: January 2020

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 wished 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 current quarterly maintenance assessment is \$1,500.00. 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 Jonathan’s 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 current quarterly maintenance assessment is \$759.00 (Please check with the POA). 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: The JL POA is currently appealing a case in excess of that amount.

Part XII - Variable Information

Below is information that may change, requiring a substitute page in the future.

West Bay Calendar

West Bay Budget Meeting is held in the month of December. The date is announced by mail. All owners are invited.

West Bay Annual Meeting and Election of Directors is held during January. The date is announced by mail. All owners are invited.

Quarterly fees are due the first business day of Jan., April, July and Oct.

Board Meetings are held the third Wednesday of every month. All West Bay Owners may attend.

Board of Directors (2019-2020)

President	Bill Fike 16051 3910 Back Bay Drive #233 (561) 395-9596 wafike@aol.com
Vice President	Albert E. Sullivan, Jr. 3940 Schooner Pt. Dr. #112 (561)743-2942 gramsredcar@aol.com
Secretary	Irene Garbo 3941 Back Bay Drive #226 (561) 715-7571 thegrammargal@aol.com
Treasurer	Rich Forbes 16101 West Bay Drive #164 (812) 639-0935 richforbes47@gmail.com
Director	Diane Gustafson 16100 West Bay Drive #148 (561) 747 2448 dianeg45@att.net

Cable Television

JL POA has contracted with Hotwire Communications for cable television at a bulk rate. Using the Fision System, it also offers a fiber optic network. The included services are Fision Cable, Fision Internet and Fision Voice (which is a landline telephone service). Cell phone service must be obtained independently. For Hotwire Customer Service, call 800-355-5668. Cable television service is still available from AT&T and Direct TV.

Refuse and Recyclables

1. Refuse is picked up Monday and Thursday as early as 8:00 A.M.
2. Put discarded food in solid, covered, animal-proof containers.
3. Recyclables are picked up on Monday and yard waste on Thursday.
4. Only solid containers can be put out overnight because of animals.
5. If leaving between pickups, small amounts of refuse may be placed in the container at the pool area.
6. For bulk pickup, call (561)253-0831.

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 _____

Applicant's 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 _____

HISTORY

Have you ever been convicted of a felony? ____

If yes, please provide additional information _____

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 "Owners' 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 Directors 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 United Screening Services Corporation 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 USSC

Signed _____ Date _____

Please print your last name _____

You are authorized to release to United Screen Services Corporation 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 USSC

Signed _____ Date _____

Please print your last name _____

You are authorized to release to United Screening Services (USSC) 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 _____

UNITED SCREENING SERVICES CORPORATION

I/We understand an investigation may be conducted to determine my character, general reputation, and my personal characteristics. A consumer credit report, driving history report and criminal history report maybe pulled. I/We specifically authorize United Screening Services Corporation to conduct this background investigation.

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

Applicant Name _____
(Please Print)

Date of Birth _____ SSN _____

Street Address _____

City/State/County/Zip _____

Applicant Signature _____ Date _____

Applicant Name _____
(Please Print)

Date of Birth _____ SSN _____

Street Address _____

City/State/County/Zip _____

Applicant Signature _____ Date _____

DEPOSIT & PROCESSING FEES

	<u>Total Deposit</u>	<u>Non -Refundable Fee from Deposit</u>
NEW HOME CONSTRUCTION	\$3,000.	\$100.
2 nd FLOOR ADDITIONS	\$ 2,000.	\$ 100.
1 st 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.

J. L. PROPERTY OWNERS ASSOCIATION
DESIGN CONTROL BOARD
ALTERATIONS AND ADDITIONS REQUEST FORM
561-743 -20 32 / Fax 561-743-20 62
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.

West Bay Community Map

