

**West Bay At Jonathan's Landing  
Condominium Association, Inc.**

**C/O Jupiter Management, LLC**

1340 U.S. Highway One, Suite 102, Jupiter, FL 33469  
(561) 743-4607 Fax (561) 743-4625

January 7, 2025

Re: 2025 West Bay Annual Membership Meeting  
Second Notice of Meeting

There are three spaces open on the Board of Directors. Fred Muir, Amy Mitchell and David Morganti submitted their names for the open positions. Being there are three candidates for three seats, an election is not required. Please welcome Fred, Amy and David to the Board of Directors.

This year, the meeting will be held at the community pool as outlined on the agenda included with this second notice of Annual Membership Meeting.

This year the Board is recommending two amendments to the Association's documents. These amendments are included within this second notice of the 2025 Annual Meeting and can also be found on the West Bay website at: [WWW/homestead.westbay.com](http://WWW/homestead.westbay.com).

**As always, it is important to send in your proxy form**

Please send the Proxy prior to the annual meeting. The purpose of the Proxy is to establish a quorum of voting interests and for you to cast your vote regarding the two proposed document amendments. Please use the envelope provided in the package. Please mail the Proxy to the management office: West Bay at Jonathan's Landing Condominium Association, Inc., C/O Jupiter Management, LLC, 1340 U.S. Highway #1, Suite 102, Jupiter, FL 33469. You may also fax the proxy to: 561-743-4625 or email it to: [steve@jupitermgt.com](mailto:steve@jupitermgt.com)

If you have any questions or wish to discuss any of the above processes, please do not hesitate to call us at Jupiter Management or check with any member of the Board of Directors. We look forward to seeing you at the annual meeting, and thank you for another great year.

Sincerely,



Stephen Skakandy, LCAM  
For and on behalf of the Board of Directors  
Enclosure:

2025 2<sup>nd</sup> notice & meeting package



**SECOND NOTICE OF ANNUAL MEETING**  
**WEST BAY AT JONATHAN'S LANDING**  
**CONDOMINIUM ASSOCIATION, INC.**

**TO ALL MEMBERS**

On Wednesday, January 22, 2025 at 1:00 P.M. in the at the community pool & via WebEx, the Annual Meeting of the Association will be held for the purpose of such business as may lawfully be conducted.

**<https://jupitermgt.webex.com/meet/stephen>**

**Meeting number:**

**736 597 533**

**Join by phone: 1877-309-3457 US Toll Free Access code: 736 597 5333**

1. Certifying Quorum – Call to Order
2. Proof of Notice of the Meeting
3. Guest Speakers
4. Reading of the Minutes 2022
5. Collect all ballots - *No director election required*
6. President's Report
7. Treasurer's Report
8. Old Business
9. New Business
  - A. Discuss and collect votes regarding the proposed amendments
10. Announcement of the new members to the Board of Directors
11. Adjournment

A majority of all association members (a "Quorum") must be present, in person or by proxy, at the meeting in order for the business to be conducted. The proxy sent in the Annual Meeting package is for quorum proposes.

**An organizational meeting of the new Board of Directors will be held immediately after the Annual Membership Meeting.**

**All owners are encouraged to remain for this Board of Director meeting.**



**WEST BAY CONDOMINIUM ASSOCIATION, INC.**  
2022 ANNUAL MEMBERSHIP MEETING MINUTES  
WEDNESDAY, JANUARY 26, 2022 @ 9:00 AM  
Location: Via WebEx

Stephen announced a quorum of the membership had been obtained by proxy submissions and owners present by Webex.

**Proof of Meeting Notice:**

Stephen Skakandy reported proof of notice with the presentation of the notarized notice of meeting affidavit.

**Minutes:**

The minutes from the 2021 meeting were presented to the membership and a call to approve the minutes was offered. After time passed, Stephen called for a motion for the approval of the minutes. The motion was offered from the floor, followed by a second and unanimous approval.

**Committee Reports:**

None

**President's Report:**

Bill Fike provided the Presents report, advising the membership of the projects completed during the past year. These projects included:

- Roof Cleaning;
- Color changes for the building painting project;
- Building repair punch listing;
- Wood repairs and the AC shed project;
- Water Users Agreement.

Bill concluded his report by congratulating Dick Evans and Bob Gunia for their new positions on the West Bay Board of Directors.


Bob provided the Treasurer's report beginning with an update on the 2021 year-end audit progress followed by a review of the year-end financial status.

He provided details on the bank balances, expenses throughout the year for maintenance and general improvement items as well as a review of the 2022 budgetary increase to \$1,700 per unit per quarter.

After financial questions were answered, the membership discussions opened with owners asking questions regarding the landscaping and community amenities. Owner questions were answered by Bill Fike; Bob Gunia, Diane Gustafson and Fred Muir.

After all questions were addressed the 2022 Annual Membership meeting adjourned at 9:45 AM.

Respectfully submitted by

  
Stephen Skakandy, LCAM  
For and on behalf of the Board of Directors

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

**Proposed 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 underlined, 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)."

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## **Proposed 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 underlined, and deletions of prior language are ~~struck through~~)*

“C. Each Unit Owner Agrees As Follows:

1. 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.”

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## LIMITED PROXY

The undersigned, owner(s) or designated voter of unit No. \_\_\_\_\_ in WEST BAY AT JONATHAN'S LANDING CONDOMINIUM, appoints

\_\_\_\_\_  
(PRINT NAME OF PROXYHOLDER)

or *(if no name is filled in above)* the President of the Board of Directors as my proxyholder to attend the annual meeting of the members of WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC., to be held on **Wednesday, January 22, 2025, at 1:00 p.m.**, in Jupiter, Florida. The proxyholder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxyholder's authority is limited as indicated below:

LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW). I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXYHOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

1. Should the proposed amendment to add a new Section D to Article XII of the Declaration of Condominium (regarding entity owners and fractional ownership) be approved?

\_\_\_\_\_ YES \_\_\_\_\_ NO

2. Should the proposed amendment to Article XIV, Section C(1) of the Declaration of Condominium (regarding hurricane protection) be approved?

\_\_\_\_\_ YES \_\_\_\_\_ NO

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE(S) of OWNER(S) OR DESIGNATED VOTER

\_\_\_\_\_  
PRINT NAME(S) of OWNER(S) OR DESIGNATED VOTER

### SUBSTITUTION OF PROXYHOLDER

The undersigned, appointed as proxyholder above, designates \_\_\_\_\_ to substitute for me in voting the proxy as set forth above. (print name)

\_\_\_\_\_  
Date: \_\_\_\_\_

Signature of proxyholder

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THE PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.