



# L A T E R R A

## **RULES AND REGULATIONS LATERRA CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the authority vested in the Board of Directors of Laterra Condominium Association, Inc. (“Association”) the following rules and regulations of Laterra, a Condominium have been adopted by the Board of Directors of the Association (Board) to govern the use of the Condominium Property as defined in the Declaration of Condominium.

1. **Enforcement.** All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association officer and/or the management agent. Disagreements concerning the proper interpretation and effect of these rules and regulation shall be presented to and determined by the Board, whose interpretation of the rules shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed **One Hundred Dollars (\$100.00)** for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the condominium (Common Surplus) as defined in the Declaration of Condominium. **A fine may be levied on the basis of each day for a continuing violation, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00).** Nothing herein shall be construed to prohibit the Board from bringing an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the revision herein for fines. In the event any such action is instituted and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorney’s fees incurred in enforcing these rules and regulations. Prior to the imposition of any fine, an offending party shall be given written notice of the violation and a reasonable opportunity for a hearing before a committee of not less than three (3) nor more than five (5) unit owners appointed by the Board. After written notice the board shall conduct a hearing with respect to the alleged violation(s), which hearing shall be conducted not less than fourteen (14) days from the offending party’s receipt of the written notice. At the hearing, the party against whom the fine is proposed to be levied shall have an opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall further have an opportunity to review, challenge and respond to any material considered by the committee in making its determination that violation (s) have occurred. Following such hearing, the committee’s decision with respect to the imposition of a fine shall be dispositive.
2. **Smoking.** **the Laterra Condominium Association, Inc. intends to provide a smoke-free environment in all Laterra common areas.**

Smoking (cigarette, cigar, vaping and e-cigarettes) is prohibited in the following areas, unless otherwise noted:

1. All Association Buildings are designated as non-smoking areas,

including lobbies/breezeway foyers and stairwells but excluding all condominium unit interiors, and all limited common areas (balconies and patios).

2. Outdoor Areas, including Swimming Pool area and Spa/Hot Tub are designated non smoking areas.
3. Any outdoor site within 25 feet of any doorway, window or other opening into any indoor area and within 25 feet of the Outdoor Areas noted above are designated non-smoking areas.

Added February 20, 2019

3. **Use of Common Elements.** The Common Elements of the Condominium as defined in the Declaration of Condominium are for the exclusive use of Unit Owners of the Condominium and their immediate families, lessees, resident house guests and guests accompanied by a member, subject however, to that certain Swimming Pool Maintenance and Easement Agreement. Additionally, the Board hereby grants permission to local law enforcement agencies to enter upon and patrol the Condominium Property to ensure the safety of the Unit Owners and occupants and to preserve the reputation of and prevent damage to the reputation of the Condominium Property.
4. **Noise.** All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that the noise is not audible outside of the boundaries of the unit from which it originates including the pool and other common areas.

**5. Work Hours and Construction**

Monday – Friday 8:00am to 5:30pm

Saturday 8:00am to 3:00pm (Must be quiet work only)

Sunday **Not Permitted**

**Manager MUST be notified prior to any construction. 904-217-7533**

No construction will continue past the above designated hours. Saturday hours are limited to quiet construction work. Unacceptable noises includes, but not limited to, the running of any power tools, sawing, hammering, nailing, sanding, loud voices, or playing music.

**ALL contractors are required to carry proper insurance and licenses. NO contractors are permitted who do not have a license and insurance. Please email copies of contractor insurance to manager Tim Scholl [tim.scholl@fsresidential.com](mailto:tim.scholl@fsresidential.com)**

Only under **emergency conditions** (water cleanup, emergency plumbing or electrical work), will any noises be tolerated.

6. **Children.** Children shall not play on or about the Condominium Property except under reasonable supervision by a responsible adult.
7. **Animals.** No owner or occupant may keep any pets or animals (i.e. any domestic cats or dogs) other than domesticated household pets on any portion of the Condominium. ***No Owner or occupant may keep more than two household pets per Unit. No weight limit on dogs.*** No owner or occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. ***No pets may be left on a balcony or patio unsupervised. Owners must clean any feces left by their dogs immediately. All pets must be kept on a leash at all times while outdoors in the Association Common Areas.*** **Owners, Renters, and Rental Agencies must obtain valid pet vaccination records and a current photograph of the pet - prior to allowing the pet on premise.** 8.24.17 No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval from the Board. No potbellied pigs, venomous snakes, **Pit Bulls, Rottweiler's, Doberman Pinchers, German Shepherds, Chow Chows, Staffordshire Terriers, Presa Canarios, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Alaskan Malamutes, Siberian Huskies** or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or the occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property on any community member may be removed by the Board without prior notice to the pet's owner. Any Owner or occupant who keeps or maintains any pet upon the condominium property shall be deemed to have agreed to indemnify and hold the Association, its Directors, Officers and Agents free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Condominium. Unit Owners maintaining cats, or other pets on the Condominium Property, or whose guest, lessees or invitees bring any animal upon Condominium property, shall be responsible for and bear the expense of any damage to persons or property resulting there from. The extent of any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association.

Revised August 24, 2017

8. **Obstructions.** There shall be no obstruction or cluttering of the Condominium Property, including without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules or other Common Elements or areas.
9. **Destruction of Property.** There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of such damage caused by the Unit Owner, his family, guests, lessees and/or invitees.

10. **Hurricane Shutters.** Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board, may be used; provided that such shutters shall be removed forthwith when hurricane conditions have abated.

11. **Patios, Screen Porches, Windows and Doors.** Nothing shall be dropped, thrown, swept or otherwise expelled from any window. All loose or movable objects shall be removed from patios and screened porches upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Patios, screened porches, windows and doors shall not be altered from their present condition, including without limitation, enclosure, alteration by painting, screening or installation of reflective materials, unless pursuant to the requirement of the Declaration of Condominium. For purposes of assessing fines for violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.

A. *First Floor Patios or Courtyards: Only regular patio furniture, of metal, wood or plastic, such as chairs, tables and patio umbrellas and beach chairs are authorized in these locations. Potted plants are permitted provided these are placed on the floor. No Hanging Plants or Decorative items are permitted to be hooked under the Patio Cover.*

B. *First floor Patios or Courtyards are not to be used as a storage area. Cardboard or Plastic Boxes, Coolers or any kind of storage containers are forbidden as well as any items used for transporting heavy items such as DOLLIES as well as Ladders or any items that should be kept indoors are forbidden.*

C. **Outdoor Cooking/Grilling**

*First floor units, surrounding the pool area in the main building, (Bldg. 955) have small courtyards with less than 8' set back. Therefore, they are limited to electric grills only. These Units are, 101, 104, 106, 108, 109, 112, 114 and 116.*

*Gas propane grills (using only the small 16oz tanks) are authorized ONLY on large first floor patios. Grills must have a 10 ft (10') clearance or 10' set back from the buildings, as required by law. Per the SJC Fire Code, grills are "prohibited under any overhang or within 10 feet of any structure." On smaller patios, that lack the 10' clearance, only electric grills are permitted according to law*

*On balconies, only electric grills are permitted. No gas grills or other cooking devices are permitted for use or storage on balconies.*

*Balcony usage on the 2nd and 3rd floors is limited to the following: NFPA*

*1:10.10.6.1.1 – Listed electric portable/tabletop grills, not to exceed 200 square inches of cooking surface, or other similar apparatus shall be permitted.*

**In addition, absolutely NO charcoal grills or oil turkey fryers are permitted anywhere on Laterra property.**

Revised Sept. 19, 2024

- D. ***ABSOLUTELY No Hanging Plants or Decorative Items are to be hooked to the balcony ceilings, for these create an insurance liability. No Laundry Garments, Towels or other clothing items to be hanged over the balcony railings.***
- E. ***Absolutely nothing is to be hanged from the Columns or Balcony Railings. Items such as Hammocks, Swings, Roll Down Blinds or Canopies cannot be used and hanged from the above-mentioned areas as well as from the Building Walls or anywhere from the Common Areas.***

- F. **Door Ring Cameras are not permitted to be installed as they require holes drilled in the hallway walls. (common elements)**

12. **Damage to Common Elements.** Unit Owners shall be responsible for and shall bear any expense of any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees (this includes privacy door cameras on external hallway or unit doors)
13. **Refuse.** All refuse; waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefore.
14. **Guests.** Unit owners shall notify the Association by written notice in advance of the arrival and departure of guests or family members who have permission to use a Unit in the Unit Owner's absence. No person under twenty-one (21) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.
15. **Signs.** No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without the express prior written consent of the Association.
16. **Keys.** The Association shall maintain an emergency key to each Unit in the Condominium. No member shall change existing locks or install additional locks unless management is notified that **the emergency lock cylinder remains functional.**

Revised September 25, 2015

17. **Parking.** Unauthorized parking shall include:
- A. Vehicles parked so as to impede ingress to or egress from other parking spaces, drives, roads or building entryways or parked in unauthorized spaces
- B. ***Parking of boats, trailers, campers, trucks or other oversized vehicles without the consent of the Association. Violators will be towed.***

- C. Vehicles parked in the Main building PORTICO DROP OFF (Undercover) for more than the indicated 20 minutes or parked in the FIRE LANES will be Towed Away at the owner's expense.*
- D. Vehicles with expired License Plates or vehicles which are inoperable will not be allowed on the property and will be Towed Away at the Owner's expense. This is prohibited in our Association by Laws, regarded as unlawful usage of our property as these are considered Illegal by our State and Local Authorities. (See Art XV. Use Restrictions. Page 45. Sec. E).*
- E. Tenant's vehicle(s) must show an 'Up to Date' Gate Pass, with the Tenant's Name, Apartment Number and Date of Departure.*
- F. All owners staying in their Units for long term must register their vehicles with the Association. In an effort to control illegal overnight parking all owners that stay in unit longer than one night need to be registered with the office. After warning such vehicles will be Towed Away at owner's expense.*
- G. Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property except in such specific area as may from time to time be designated by the Board for such activity.*

**18. Bicycles/Additional Vehicles/Parking:**

- A. Bicycles: Bicycle riding is not permitted on any of the Common Areas such as Lobby, Hallways, and Sidewalks or around the Pool Area. Bicycles are not to be stored in any of the Common Areas such as Hallways, Lobby's, or Sidewalks. Bicycles must be stored in the owners or tenant's apartments or on Bicycle Racks provided by the Association. The racks are located in the 955 building first floor halls facing the pool. Violators will have their bicycles impounded.*
- B. Obstructions: The Association prohibits the use of the following on our, Sidewalks, Hallways or Lobby areas including and without limitations; Go-carts, Skateboards, Electric bikes, Motor Scooters, and Roller Blades. No motorcycle shall be stored in the Unit or Unit courtyards. (Article VI – G Appurtenances to Units. Page 32)*

**19. Compliance with Documents.** All Unit Owners and every lessee, guest or visitor of a Unit Owner shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the Bylaws.

**20. Rule Changes.** The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its

opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property and to assure the comfort and convenience of Unit Owners; provided, such changes shall be with the consent of Unit Owners as provided in the Declaration of Condominium.

**21. Location for Posting Notice.** *Notices of Board meetings will be posted in the main hall in building 955, 965 and 945. All notices of Membership meetings will be delivered to each owner's mailing address.*

**22. On Site Rental Management** *Any 'On Premises' rental management company must be approved by the Board in writing.*

**23. Infrastructure** *No infrastructure may be changed or equipment housed on premises by a utility company or other company involved in utility activity without prior written approval by the Board.*

**24. Pool Area** *No Playing Ball ANYWHERE in the pool Area.*

*NO large pool toys permitted in the pool. No music, radios or speakers allowed anywhere in the pool area.*

**Summary of Restrictions on Use:**

*Laterra Condo Association: Rules & Regulations Modifications and New Additions as of 4/18/13.*

*The following paragraphs represent no change in rules but are provided as a reminder to our unit owners and their guest of existing state statutes, rules and regulations.*

- **Occupancy: Except for daily guest visits, occupancy in any unit shall not exceed two (2) persons for each bedroom contained in a Unit, including convertible portions of a Unit.**
- ***Children at Play: Children shall not play on or about the Condominium Property, except under reasonable supervision by a responsible adult (Add Paragraph #4)***

**Revised Rules & Regulations**

- ***Laterra Condo Association: 9/25/14 Made Modification and Added Additions to Paragraph 14. Keys – After Hour Lockout Fee.***
- ***Laterra Condo Association: 7/23/15 Over Night Parking: Modification and Added Additions to Paragraph 15 (f). overnight parking is limited to three nights and four days in the outlying***

*border areas of the lot at the end of Buildings 945 (to the East of Bldg. 955) and the end of Building 965 (to the West of Bldg. 955) ...”.*

- *Laterra Condo Association: 10/29/15 Made Modification and Added Additions to Paragraph 9. Patios, Screen Porches, Windows and Doors. (Summary of Restrictions Added A thru F).*
- *Laterra Condo Association: 10/29/15 Made Modification and Added Additions to Paragraph 5. Pets- add all Pets to include a list of 14 dogs blacklisted by most insurance carriers.*
- *Laterra Condo Association: 2/20/19 Included new smoking rule policy.*