

**RULES and REGULATIONS of the  
SEVEN LAKES LANDOWNERS' ASSOCIATION**

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## **SECTION 1.0 DEFINITIONS**

The following terms are used in these By Laws and in the Rules and Regulations of the Seven Lakes Landowners' Association.

- 1.1 Affiliate Member** means:
- 1.1.1** An owner in good standing of a lot or lots in other communities, associations, and entities to whom the Board of Directors may grant certain privileges on a year-to-year basis. For these purposes, Affiliate Member includes:
  - 1.1.2 Family:** The spouse and children of a member who reside at the same primary residence as the member;
  - 1.1.2 Contractual:** Persons who by virtue of contractual agreements with the Association, as further specified by resolution of the Board of Directors, may be entitled to certain privileges.
- 1.2 Articles** mean the Articles of Incorporation (Charter) of the Seven Lakes Landowners' Association, including Amendments thereto.
- 1.3 Association** means the Seven Lakes Landowners' Association, a North Carolina not-for-profit corporation.
- 1.4 Board** means the Board of Directors of the Seven Lakes Landowners' Association.
- 1.5 By-Laws** mean the By-Laws of the Seven Lakes Landowners' Association.
- 1.6 Closed Sessions:** (See **Special Closed Business Meeting**).
- 1.7 Common Area** means all of the real property designated as such in the Leases; all real property which may be later annexed to the Development as Common Area; and all real property acquired by the Association, whether from the Declarant or otherwise, together in each instance with all improvements which may be at any time constructed thereon, including, but not limited to, recreational and community facilities, lakes, parks and streets.
- 1.8 Community** means Seven Lakes North, to include Ramapo Village, and Seven Lakes South, to include the Townhouse Area, as defined in the Covenants, as the same may be shown on the maps thereof recorded from time to time, and other areas as recorded and approved by the Board of Directors.
- 1.9 Covenants** mean the Declaration of Restrictive Covenants for Seven Lakes to which all of the Lots and Parcels in the Development are subject and recorded in the State of North Carolina, County of Moore, as listed below:

	<b>DEEDS</b>	<b>PAGE NUMBERS</b>
North Side	Book-367	Page-537
	Book-370	Page-90
	Book-3B3	Page-544
	Book-416	Page-349
South Side	Book-399	Page-523
	Book-400	Page-800
Townhouses	Book-442	Page-302
Ramapo	Book-490	Page-469
Bankruptcy Court		

- 1.10 Declarant** means Seven Lakes Development Company, its successors and assigns.
- 1.11 Delinquent** means the condition of an account when, at the end of the Association's fiscal year in April of each year, there is remaining in the account outstanding indebtedness to the Association.
- 1.12 Developer** means Seven Lakes Development Company and Lakeview Construction Company, their successors and assigns.
- 1.13 Development** means Seven Lakes as defined in the Covenants.
- 1.14 Dues** means Annual Assessments charged to members.
- 1.15 Executive Session: (Removed 5/07)**
- 1.16 Good Standing** means current in the payment of Association dues, either in full or scheduled installments, special assessments, other indebtedness to the Association, fines imposed by the Association, and not in continuing violation of the provisions of these By-Laws, Rules & Regulations or Declaration of Covenants.
- 1.17 Guest** means a person to whom a member has extended the use of his/her Lot and the privileges to which the member is entitled. Member is responsible for the actions of guests.
- 1.18 Improved Lot** means any lot with improvements constructed thereon which are taxed by Moore County.
- 1.19 Improvements** mean all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennas and other structure of any type or kind.
- 1.20 In Arrears** means the condition of an account when, at any time during the year, there is indebtedness that is NOT current.
- 1.21 Judicial Committee** mean the Committee appointed by the Seven Lakes Board of Directors to adjudicate violations of the rules, regulations, restrictive covenants and other matters as set forth under the Judicial Process, and to determine a penalty, if any shall be needed, for said violations of the rules, regulations, and restrictive covenants and other matters. The Committee shall be composed of five (5) members appointed annually by the Board in accordance with the rules, regulations and authority provided under **Judicial Process** in the Rules and Regulations, as the same may be amended from time to time.
- 1.22 Lot** means any numbered lot designated on the plat.
- 1.23 Member** means:
- 1.23.1** An owner-occupant who holds a fee simple title to any lot;
  - 1.23.2** An occupant who has transferred ownership but still resides in the house with lifetime rights.
- 1.24 Owner** means the same as "Member".
- 1.25 Parcel** means any named, lettered tract shown on the plat.
- 1.26 Plat** means the maps or plats of Seven Lakes as defined in the Covenants.

**1.27 Renter** means a person who has the right to occupy a living unit on the basis of a written Lease of a term not less than thirty (30) days.

**1.28 Seven Lakes** means Seven Lakes North to include Ramapo Village, Seven Lakes South, to include the Townhouse Area, and other areas as recorded and approved by the Board of Directors.

**1.29 Single Family Dwelling** means a residential dwelling for one or more persons, each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) adult persons not so related, together with his/her or their domestic servants maintaining a common household in such dwelling, which dwelling is constructed on a Lot designated in the Covenants as a single family residential Lot.

**1.30 Special Closed Business Meeting** means Board deliberations not open to the public.

**1.31 Townhouses** mean single housing two family units segregated and located on the South and North sides.

## **SECTION 2.0: ENTRY TO SEVEN LAKES NORTH AND SOUTH**

### **GENERAL RULES**

- 2.1 Members and Affiliate Members:** Only members and affiliate members of the Association and those provided for in contracts with the Association will be admitted to the Community without the prior approval of the appropriate Owner and an authorized representative of the Association.
- 2.2 Guests and Visitors:** Guests and other visitors will be allowed admission only if certified to the Association by the Owner or an authorized representative of the Owner. Only after certification may Guests and other visitors be issued identification, which shall state the exact duration of their visit. Certification shall be in writing or by telephone call to or from the Owner and shall state the term of the visit and the privileges to be granted. Telephone certification from an Owner may be confirmed by the Association by return call. All long distance calls to Owners will be made collect; collect calls will not be accepted by the Association. Blanket certification will not be accepted by the Association, except in accordance with policies and procedures established by the Board.
- 2.3** Membership Cards will be issued to all members and affiliate members in good standing of the Association in accordance with policies and procedures established by the Board. If a current membership card has not been received by a member or affiliate member, Security may allow entry so that the necessary arrangements can be made for obtaining a card, provided the member or affiliate member can provide adequate identification.
- 2.4** Renters and others occupying a house while the homeowner is not on the property must register with the Administration Office.
- 2.5** Contractor personnel will be allowed admission in accordance with procedures established by the Board.
- 2.6** Any individual entering the Community is subject to the Covenants, the Articles, the By-Laws, these Rules and Regulations, the published assessments and/or penalties, and any other requirements as established by the Board, for violations thereof.
- 2.7** Anyone entering the Community must show proof of current membership or proper identification, as required by the Association, to Security personnel whenever and as often as required.
- 2.8** All vehicles entering the Community must have properly displayed, either, the current vehicle sticker or a temporary pass in accordance with policies and procedures established by the Board. **(amended 1/28/09)**
- 2.9** All vehicles not displaying a current sticker or temporary pass, must stop at the Security Gate to be processed for possible admission. **(amended 1/28/09)**
- 2.10** Current vehicle stickers or barcodes will not be issued to any landowner with a delinquent account. Any delinquent landowner will be required to obtain a daily Visitor's Pass until such time as their account is returned to "Good Standing" status.
- 2.11** Commercially operated resident-owned or operated tractor-trailer combinations are prohibited from entering Seven Lakes under any circumstances, except for moving vans, or commercial pickup and delivery purposes.

### **SECTION 3.0: USE OF THE ROADS**

North Carolina General Statute, Chapter 20, shall apply to use of roads and streets within the Community. House Bill 339, dated March 13, 1995 pertains. The following additional rules and regulations also apply:

- 3.1** The maximum permissible speed on the roads within the Development is twenty-five (25) miles per hour or such lower speed when indicated by appropriate markers.
- 3.2** No permanent parking is permitted within four (4) feet of the paved surface of any road, except as approved in writing by the Board. Temporary parking for guests and emergency parking due to weather conditions will be permitted, provided that any parked vehicle is completely off the paved road surface. Those who are entertaining a group where parking could impede or prevent normal traffic shall notify Security or Landowners' office in advance.
- 3.3** No vehicles are allowed in the common areas other than designated parking spaces without approval from the Community Manager's office.
- 3.4** Motorcycles shall be licensed and equipped with the most recently approved noise control devices and may be operated only on the roads and driveways.
- 3.5** Mopeds, motorized bicycles, mini-motorcycles, motorized scooters, and similar vehicles shall be equipped and operated consistent with the provisions of the North Carolina General Statutes. Among other requirements are those treating an operator minimum age of 16 years, wearing of helmets, and equipage with lights, turn signals, horns, and other safety devices as required by NC Statutes.
  - 3.5.1** Bicycles shall be equipped with the most recently approved safety devices, including a front and rear light if ridden after sunset. Operators are encouraged to wear a helmet.
- 3.6** Only vehicles owned by the Association and the Country Club and which are used only within the community for the maintenance of the various facilities and amenities are exempt from state registration.
- 3.7** No internal combustion engine ATVs, Go Carts, or similar recreational vehicles may be operated on streets and roads, in or on Common Areas, on private property, or elsewhere within the community, except that amphibious all-terrain vehicles (AATVs) may be operated exclusively on Lake Sequoia. Battery-operated riding toys are restricted to private property use only. (See also Section 4.15)
- 3.8** Electric golf carts are allowed on Community roads and streets, in accordance with the terms of House Bill 1686, dated August 19, 2002, and subject to the following regulations.
  - 3.8.1** All golf carts, excepting Seven Lakes Country Club golf carts, must be registered with the Landowners' Association annually.
  - 3.8.2** Golf carts capable of speeds greater than 20 MPH must be operated only by licensed drivers.
  - 3.8.3** Owners must obtain, and keep current, liability insurance on their golf carts.
  - 3.8.4** Golf carts may be operated during daylight hours only.

- 3.9** When vehicle loads may be determined by the Association to be damaging to the roads, trucks or trailers may be required to enter at a designated gate or to be escorted over routes deemed suitable, or the Association may require that the cargo be reloaded to smaller vehicles or be broken into lighter loads, or that the load be stored in a designated area until road conditions improve.
- 3.10** In the event of any vehicle accident the NC Highway Patrol and Security shall be notified.
- 3.11** All persons using the roads within the Community do so at their own risk and are subject to the published rules and regulations and penalties levied for violations thereof. The Association will not be responsible for delays, breakdowns, or damage to personal property or personal injury or death occurring on said roads.
- 3.12** Violators of the provisions of North Carolina General Statutes, Chapter 20, may receive a state citation, and fines and fees levied by the North Carolina State Court System.
- 3.13** Violations of the above Rules and Regulations may result in the violator's being brought before the Judicial Committee to answer charges.

## **SECTION 4.0: GENERAL ACTIVITIES**

- 4.1** No noxious or offensive activities or conduct shall be permitted within the Community, nor shall any activities or conduct be permitted which may bring disrepute upon the Association or which interferes with or limits the enjoyment of life in the Community by others.
- 4.2** Noises, regardless of source, must not cause a disturbance to others. Moore County Noise Control Ordinance, as contained in the Moore County Code of Ordinances, shall apply.
- 4.3** Solicitation of any kind within the Community is prohibited, except by mail or telephone, or electronic media, unless such activities have been approved in advance by the Community Manager. Solicitation as used here also includes distribution of an item or items of any nature to private property or to Common Areas.
- 4.4** There shall be no obstruction of the Common Areas, nor shall anything be stored on the Common Areas, including road right-of-way, without the prior consent of the Community Manager, except as hereinafter expressly provided.
- 4.5** Littering of any area within the Community is prohibited. All litter shall be placed in containers provided for this purpose.
- 4.6** Outdoor burning of any material within the Community is prohibited. This does not apply to cooking fires and grills on private property and designated Common Areas.
- 4.7** Flowers, trees, and shrubbery on the Common Areas are not to be cut or removed, except with the express consent of the Community Manager.
- 4.8** The killing or trapping of wild or domestic animals and birds, other than rats, mice, voles, moles, poisonous snakes, and other destructive pests within the Community is prohibited, except as authorized by the Community Manager.
- 4.9** The discharging or firing of any firearm, air guns, including paint ball guns or BB-guns is prohibited within the community. The possession and use of firecrackers and fireworks are not permitted, except as provided by law and only with the prior approval of the Community Manager.
- 4.10** All suggestions and/or complaints involving employees, policies, operation, or condition, of any facility, amenity, or activity of the Association shall be made to the Community Manager on standard forms available in the Landowners' Office..
- 4.11** The use of Association personnel during working hours, and of Association vehicles and equipment for private endeavor at any time is prohibited, except as provided for and approved under procedures established by the Board.
- 4.12** The loss of or damage to articles of personal property in any Common Area, amenity, or facility of the Community is in no way the responsibility of the Association.
- 4.13** The feeding of waterfowl in Seven Lakes is prohibited on both Association owned and separately owned properties.
- 4.14** Skateboarding and rollerblading are prohibited on common areas in front of Association buildings, tennis courts, on streets, shelters and parking lots. Skateboarding or rollerblading is permitted on the basketball court, if not in use for basketball. Also, any cost for damage to Association property will be charged to the responsible member.

- 4.15** No internal combustion engine ATVs, Go Carts, or similar recreational vehicles may be operated on streets and roads, in or on Common Areas, on private property, or elsewhere within the community, except that amphibious all-terrain vehicles (AATVs) may be operated exclusively on Lake Sequoia. Battery-operated riding toys are restricted to private property use only. (See also Section 3.7)
- 4.16** Resident lakeside homeowners are requested to restrict the use of water from all lakes when the water level in Sequoia is down 12" or more below normal. The Board asks during these times that lake water be used twice weekly and only between the hours of 5:00 PM and midnight.
- 4.17** No person or persons shall write on, scribble on, damage, demolish, destroy, mark, deface, besmear or injure any property owned, leased, or controlled in part or in whole, by the Seven Lakes Landowners Association. **(amended 7/30/08)**

## **SECTION 5.0: USE & MAINTENANCE OF SEPARATELY OWNED PROPERTY**

### **5.1 GENERAL**

**5.1.1** No part of any Lot or Single Family dwelling shall be used for purposes other than housing and home occupancy. A dwelling unit may be used in part as the owner's office or studio, provided that the activities conducted therein do not interfere with the quiet enjoyment or comfort of any other owners and do not increase the normal flow of motorized or pedestrian traffic into or out of the dwelling or the Community. Such use of a dwelling unit shall be indicated on the annual registration form submitted as a part of the Association dues-paying process.

**5.1.1.1** No commercial vehicle used in conjunction with the Owner's office, studio or other business, may be parked on an Owner's Lot or on a road or road right-of-way at such lot, except for loading and unloading or other temporary needs. The commercial classification includes construction vehicles or machinery, trailers, vans and trucks larger than three-quarter ton capacity.

**5.1.1.2** All vehicles with business decals are to be parked in the garage or in a location least objectionable to neighbors and/or people passing the property from the street, lake or golf course. **(amended 9/24/08)**

**5.1.1.3** It is acceptable for homeowners to store one boat trailer, with or without boat, and one utility trailer on their property under the following conditions: **(amended 9/24/08)**

**5.1.1.3.1** The boat or trailer may be stored in one of the following locations:

- In the garage;
- Behind the house in an area that is the least objectionable to neighbors and/or people passing the property from the street, lake, and golf course;
- Beside the house or garage, but ten (10) feet behind the front edge of the structure;
- It might be necessary for the Community Manager to recommend the location. If no satisfactory area is available, it would then be required that the boat or trailers be stored at another location. **(amended 9/24/08)**

**5.1.1.3.2** The use of a brightly colored tarpaulin to cover a boat or trailers should be avoided. **(amended 9/24/08)**

**5.1.2** Except as provided below, no signs, advertisements, or other eye-catching devices shall be erected or maintained upon any lot or improvement, or any common area, nor shall any sign or advertisement that is visible from the exterior be displayed in the interior of any improvement.

**5.1.2.1** A sign which identifies the owner(s) of a lot may be placed on the property. Such signs may not be larger than three (3) square feet, and letters and numbers may be no more than three (3) inches high.

**5.1.2.2** "House for sale" signs are not allowed. While "House for Sale", "Open House", or other signs indicating a house is for sale or rent are not allowed, a sign indicating a lot is for sale is allowed on a lot for sale, with the following restrictions. **(See Section 13.12.4)**

**5.1.2.3** "Lot for sale" signs are allowed with the following restrictions.

**5.1.2.3.1** One sign per lot is allowed.

**5.1.2.3.2** The maximum size of such sign shall be 64 square inches.

**5.1.2.3.3** The maximum height from the ground shall be 18 inches to the top of the sign.

**5.1.2.3.4** The Lot number only may be displayed on the sign.

**5.1.2.3.5** Signs shall be submitted for approval to the Board of Directors or a designated Committee.

**5.1.3** Each owner shall keep the exterior of his or her house in a neat, tidy, and well-maintained state, and shall be responsible for the maintenance of his/her lot or parcel and any Improvements thereon, including bulkheads and docks. The owner shall regularly remove or cause to be removed there from fallen trees and limbs, yard debris, garbage, trash, and other unsightly objects regardless of their source, as well as any tree or branches which may be in danger of falling on a public road or neighboring property. Grass and weeds on improved and/or cleared lots shall be kept mowed to under six (6) inches in length. Greater lengths must be approved in writing by the Community Manager.

**5.1.4** No fuel storage tanks shall be installed on any lot unless placed below the surface of the ground or screened to the satisfaction of the Board of Directors or its designated committee.

**5.1.5** No campers, RV's, golf carts, ATV's, or other motorized recreational vehicles and associated trailers, may be parked or stored outside on any lot. Owners and Renters may take their campers and recreational vehicles to their homes for loading, unloading, cleaning, and maintenance with prior notification of Security for a period not to exceed forty-eight (48) consecutive hours, extendable only with the explicit approval of the Community Manager or his representative. Temporary (less than forty-eight (48) hours) removal of a vehicle during forty-eight (48) hours of presence shall not be the basis for a new period of permitted presence in the Community.

**5.1.6** Guests of members who arrive in recreational vehicles may park such vehicles only in areas stipulated by the Community Manager and then not for more than seven (7) days in any forty-five (45) day period. There shall be no occupancy of any such vehicles while they are present in the Community.

**5.1.7** Fireplace wood should be stacked neatly in a location that is not objectionable from an appearance standpoint, and should not be covered with a brightly colored material.

**5.1.8** Driveways are to be maintained with appropriate material. Sand and plain dirt are not acceptable materials. Driveways should be kept free of excessive amounts of pine straw, weeds and other debris.

**5.1.9** All clotheslines, equipment, propane or oil tanks, garbage containers, service yards, and storage piles shall be kept screened by adequate planting or fencing not to exceed six (6) feet in height, or as approved by the Building Committee, so as to conceal them from view of neighbors, the golf course, lakes, and streets. Garbage containers may NOT be placed roadside before 6 PM and MUST be removed by the 6 PM following.

**5.1.10** Portable On-Demand Storage (P.O.D.S.) are permitted on lots under the following conditions: They must be granted written permission from the Landowners' office; maximum size is 8' x 8' 16'; and the PODS MUST be removed after 14 days.

**5.1.11** Any unregistered vehicles in Seven Lakes must be garaged. Violators will have 14 days to comply.

**5.1.12** Resident owner-operators of over-the-road tractors: **(amended 7/25/07)**

**5.1.12.1** This rule applies to resident-owned and operated tractors that are used for over-the-road service. The only tractors that will be allowed into Seven Lakes are those which meet this definition as of **July 25, 2007**;

**5.1.12.2** Tractors that are company-owned or used for local service will not be allowed into Seven Lakes;

**5.1.12.3** Trailers are never permitted under any circumstances, except for moving vans or for commercial pickup or delivery;

**5.1.12.4** A resident-owned and operated tractor that meets this definition will be allowed to park in the owner's driveway for a period not to exceed 48 hours in any 30-day period. Upon entering Seven Lakes, the owner will be issued a temporary pass. Upon leaving Seven Lakes, the pass will be surrendered to the gate guard. This will document compliance with the 48-hour time period;

**5.1.12.5** For any tractor that remains on a resident's property after 48 hours, a fine of \$50.00 for the first offense, and a fine of \$100.00 for each additional offense will be assessed;

**5.1.12.6** The owner-operator must be a member in good standing with the Seven Lakes Landowners' Association;

**5.1.12.7** Tractors are required to be registered annually with the Landowners' office;

**5.1.12.8** This rule is effective on **July 25, 2007**.

**5.1.13 Penalties:** The Community Manager or his representative will contact the owner by letter regarding any violation(s). At the discretion of the Community Manager, or his representative, the letter may be sent by certified mail. In accordance with N.C.G.S. 47F-3-107.1, the following procedure will be observed.

- Violation(s) not resolved within seven (7) days of the date of the letter will be referred to the Judicial Committee. A time longer than seven (7) days may be requested by writing the Community Manager or his representative.
- The alleged violator will be allowed to attend the Judicial Committee hearing and present evidence and be heard.
- The Judicial Committee will provide the alleged violator with written notice of its decision.
- Fines may be triggered without further Judicial Committee action for repeated offenses of the same violation.

## **5.2 HOUSEHOLD PETS**

**5.2.1** No animals shall be kept or maintained on any lot, except the usual household pets, which shall be kept controlled so as not to become a nuisance.

**5.2.2** No animals shall be kept, bred, trained, or maintained for commercial purposes.

**5.2.3 Registration.** All dogs shall be registered annually with the Landowners' Office, such registration information to include the type of dog, color, name, and date of the latest rabies vaccination. A registration fee of \$3.00 per year or such other fee as set by the Board will be charged on the first day of May annually.

**5.2.4 Collar and identification.** All dogs and cats kept in the Community must be properly identified by a collar or similar device showing the name and address of the owner or custodian, and all dogs and cats must wear a current tag attached to the collar signifying the animal has been vaccinated for rabies in accordance with the laws of the State of North Carolina.

- 5.2.5 Keeping of a vicious animal is prohibited.** It shall be unlawful for any owner or custodian to maintain a vicious animal in the Community irrespective of whether said animal is on a leash or otherwise confined.
- 5.2.6 Running at large is prohibited.** When not on the owner's or custodian's property, all dogs must be under the full control of a responsible person either by leash, cord, chain, or other secure control device. The owner or custodian of any dog shall be responsible for actions of said animal and shall be responsible for repairing any damage caused by said animal, including cleaning up of fecal droppings. **(Also see Section 8.1.6)**
- 5.2.7 Animals in Heat.** The owner or custodian of any animal in heat must keep the animal confined to the owner's or custodian's property.
- 5.2.8 Notice to Owner, Redemption.** Any stray animal picked up by employees of the Seven Lakes Landowners' Association will be immediately transported to the Moore County Animal Control Office, Carthage, NC. If the employees of the Seven Lakes Landowners' Association can identify the owner, reasonable efforts will be made to contact the animal's owner to advise them as to the whereabouts of their pet. It will be the sole responsibility of the animal's owner to make arrangements with the Moore County Animal Control Office to retrieve their pet.
- 5.2.9 Disposition of Unclaimed Animals.** Any animal not readily identified as to the owner, and claimed by the owner, shall be subject to immediate impoundment and be transferred to the Moore County Animal Control Office and shall be subject to their rules and regulations.
- 5.2.10 Public Nuisance:** Any animal that repeatedly chases, snaps at, threatens, attacks, or barks at pedestrians, bicyclists or vehicles, or excessively or continually is a source of annoyance to Owners, Renters, Guests, or others shall be considered a public nuisance, and the owner of said animal shall be subject to the penalties as set forth in **Section 5.2.14.**
- 5.2.11 Rabies Vaccination:** Owners are responsible for having their animals properly tagged indicating current rabies vaccination in accordance with the requirements of the N.C. General Statutes, the N.C. State Board of Health, and the Moore County Board of Health.
- 5.2.12 Indication of Rabies Notice.** If an animal is believed to have rabies or has been bitten by another animal suspected of having rabies, the owner of such animal shall immediately notify the Moore County Health Department, any other appropriate agency, and the Landowners' Office. At their discretion these agencies are empowered to have the animal placed in a veterinary hospital under observation for two (2) weeks at the expense of the owner.
- 5.2.13 Animal Bites.** Any person bitten by an animal should immediately report this to Seven Lakes Security and the Moore County Animal Control Office.
- 5.2.14 Penalties:** In the event employees of the Seven Lakes Landowners' Association can identify the animal's owner, the cost for transporting it to the Moore County Animal Control Office will be \$50.00 for the first occurrence. The transport cost will be \$100.00 for each subsequent pick up and transport to the Moore County Animal Control Office.
- 5.3 GUEST AND RENTER PROCEDURES.**
- 5.3.1** Owners who rent, lease, or allow others to use their property or the various facilities and amenities to which the owner is entitled, shall be responsible for compliance with the Covenants, the By-Laws, and these Rules and Regulations by their guests, renters, and other visitors. The Owner shall be responsible for providing his/her guests or renters with

a copy of these documents and for informing them that they are subject to and are obligated to observe the provisions of these documents.

- 5.3.2** If the guests or renters are authorized to use the various facilities and amenities of the Association to which the Owner is entitled, the guest, renter, or owner must pay the required use fees, as established by the Board.
- 5.3.3** The Owner shall be responsible for any unpaid dues and/or penalties levied against the user of his/her property, whether said user is his/her parent, child, guest, renter, or other visitor.
- 5.3.4** Written notice shall be given to resident Owners of each violation by the user of his/her property of the Covenants, the Articles, By-Laws, and these Rules and Regulations, at which time the Owner may be directed by the Association to evict the guest or renter for violation(s). Non-resident Owners may be so notified by telephone, facsimile, personal representation, or E-Mail. In the event an Owner cannot be located, the Association shall proceed with eviction,
- 5.3.5** Whether or not the Owner is directed by the Association to evict the guest or renter, the Owner shall be directly responsible for the second and every subsequent violation by the guest or renter of the Covenants, the Articles, the By-Laws, and these Rules and Regulations.
- 5.3.6** After the Association directs the Owner to evict the guest or renter, such Owner shall cause eviction as follows from the date of notice as provided in **Section 5.3.4** above. For a guest or renter whose stay in the Community is seven days or less, eviction shall occur within twenty-four (24) hours of notice to the Owner. For a guest or renter whose stay in the Community is from eight (8) to thirty (30) days, eviction shall occur within seven (7) days of notice to the Owner. For a guest or renter whose stay in the community is more than thirty (30) days, eviction shall occur within fourteen (14) days of notice to the Owner. Upon failure of the Owner to evict the guest or renter within the periods specified above, each day of occupancy thereafter shall constitute a separate and distinct violation of these rules and regulations subject to penalties for each day thereafter.

#### **5.4 PRIVATE PROPERTY**

- 5.4.1** The areas of any lot affected by an easement shall be maintained continuously by the Owner of such lot, but no structure, plantings, or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easement for the purposes set forth in the Covenants .
- 5.4.2** The right to ingress or egress to the extent reasonably necessary to exercise such easements is reserved only for Association employees or those specifically provided for in the Covenants. The use of any easement by those not specifically provided for is prohibited.
- 5.4.3** All lots and parcels in the Community are private property and may not be entered without the consent of the owner, except as provided in the Covenants.

## **SECTION 6.0 – USE OF FACILITIES AND AMENITIES**

Only Association Members, Affiliate Members, and Renters, all of whom must be in good standing, and their guests are permitted to use the facilities and amenities of the Association, and such use shall be at their own risk.

- 6.1** Guest use of facilities and amenities is permitted:
  - 6.1.1** Through the purchase of Guest Cards by Association Members, Affiliate Members, or Renters.
  - 6.1.2** Through the purchase of a Membership Card for use by a guest residing with Members, Affiliate Members, or Renters for thirty days or longer. Membership cards will be issued on an individual basis, and are non-transferable.
  - 6.1.3** Through payment of a daily fee at each facility and amenity.
  - 6.1.4** Fees and Procedures for items 1, 2, and 3 are set by, and may be modified by, the Board of Directors from time to time.
- 6.2** Members and Affiliate Members are responsible for compliance with the Declaration, the By-Laws, and these Rules and Regulations by their families, guests, and other visitors, and are responsible for any injuries, accidents, and/or damage resulting from activities of their families, guests, and other visitors.
- 6.3** Anyone using the facilities and amenities of the Association may be required to show their current member card or proper identification as required by the Association prior to using the facilities and amenities. All assessments, fees, and other charges must be current prior to use of the facilities and amenities.
- 6.4** Fees for the use of the facilities and amenities shall be determined by the Board and must be paid to the Association or its representative prior to use of the facilities and amenities.
- 6.5** The Association will not, under any circumstances, be responsible for damage, theft, or loss of articles belonging to any individual while on the property.
- 6.6** Any damage or destruction of any property owned or leased by the Association caused by a member, Affiliate Member, their families, Guests and/or other visitors shall be repaired or replaced at the expense of that Member or Affiliate Member.
- 6.7** The schedule of operation and the opening and closing hours for the use of the facilities and amenities shall be published by the Community Manager's Office for each season and shall be posted by the Association.
- 6.8** The use of the facilities and amenities by large groups must be approved in advance by the Community Manager and shall not be scheduled to conflict with the privileges of other members or groups of members.
- 6.9** Short-term rules may be made by the Community Manager for special occasions, and shall apply to all Members, Affiliate Members, and their guests. The Community Manager must notify the Board in person or in writing within 24 hours of any short-term rule, the date the rule is effective and the date the rule expires. **(amended 12/16/09)**
- 6.10** All emergencies and accidents shall be reported to Security or the Seven Lakes Landowners' Office as soon as possible after the appropriate emergency unit has been contacted.
- 6.11** The above rules and Regulations apply to the use of the various facilities and amenities of the Association and are in addition to specific rules and regulations covering a specific area that are included in these rules and regulations or posted by the Association in a specific area.

**SECTION 7.0 – USE OF THE NORTH CLUBHOUSE (NCH), COMMUNITY ACTIVITY CENTER (CAC), AND GAME ROOM (GR)**

**7.1 PRIORITY USAGE**

- 7.1.1** Seven Lakes Landowners' Association Board of Directors
- 7.1.2** Seven Lakes recreation/community-sponsored events
- 7.1.3** Seven Lakes organization functions and events
- 7.1.4** Seven Lakes Landowners' and/or renters' private functions

**7.2 RESERVATION PROCEDURES AND CONDITIONS**

- 7.2.1** Contact the Community Manager's Office at least two weeks before proposed use to reserve a facility.
- 7.2.2** Complete a reservation form at the Community Manager's Office at least one week before the proposed use and pay the rental fee and the clean-up deposit, if required.
- 7.2.3** The sponsoring group/individual is responsible for any damage to the facility and/or equipment.
- 7.2.4** Landowners'/renters must be in good standing with the Association to reserve facilities.
- 7.2.5** Private use is restricted to landowners' of Seven Lakes for events as approved by the Community Manager.
- 7.2.6** The rental of the NCH includes only the Clubhouse and its patio area, excluding the pool and pool deck area, unless other arrangements have been made with and approved by the Community Manager's Office. Rental of the CAC includes only that facility, unless other arrangements have been made with and approved by the Community Manager's Office. The same restriction applies to the Game Room.
- 7.2.7** The NCH, CAC, and GR are available for use only with the physical presence of an adult authorized by the Community Manager's Office to oversee activities therein. These facilities shall remain locked at all other times.

**7.3 GENERAL**

- 7.3.1** No glass objects are allowed in the pool or on the pool deck.
- 7.3.2** No group shall use the pool deck area without permission from the Community Manager's Office.
- 7.3.3** If an event will extend beyond **11 PM**, special approval must be obtained from the Community Manager's office at the time the reservation is made.
- 7.3.4** Music and other sounds, whether amplified or not, must **NOT** cause disturbance to others. Moore County Noise Control Ordinance, as contained in the Moore County Code of Ordinances, shall apply.
- 7.3.5** Playing of music outside must be approved by the Community Manager's Office and must cease by 10:00 P.M.

- 7.3.6** When barbecue grills are used, coals must be extinguished thoroughly and all grease and trash must be removed. The grills and the surrounding areas must be cleaned thoroughly.
- 7.3.7** The use of audio equipment must be approved by the Community Manager's Office.
- 7.3.8** Each user is responsible for setting up, taking down, and storing tables in the appropriate storage room. The facility and environs and equipment therein must be put in a clean, organized condition immediately following the conclusion of the activity or event. Otherwise, the clean-up fee shall be forfeited. Personnel from the Community Manager's Office shall determine if the condition of the facility warrants forfeiture.
- 7.3.9** All equipment, fixtures, and supplies, in addition to being employed properly, must be returned to their proper places.
- 7.3.10** Lights and water must be turned off, the thermostat set to the prescribed level, and all doors and windows secured at the end of each event or activity.

#### **7.4**    **KITCHEN USE**

- 7.4.1** The person making the reservation must check the Inventory Sheet on the bulletin board at the NCH before an event and report any missing items to the Landowners' Office or to one of the Kitchen Committee members. Committee member names are listed at the Landowners' Office and on the bulletin board.
- 7.4.2** Groups must bring all their own supplies: towels, paper goods, cleaning supplies, dish soap, garbage bags, etc.
- 7.4.3** Before leaving, the reserver is responsible for ensuring that:
  - 7.4.3.1** All dishes, tableware, pans, coffee urns, etc., are washed, dried, and returned to the shelf or cabinet from which they came.
  - 7.4.3.2** No leftovers remain on the premises.
  - 7.4.3.3** Stove ovens and burners are turned off, and cook tops are clean.
  - 7.4.3.4** Counters are clean and free of stains.
  - 7.4.3.5** Garbage and trash **MUST** be removed.
  - 7.4.3.6** All tables and chairs are folded and neatly stacked in the storeroom.
  - 7.4.3.7** Floors are swept.
  - 7.4.3.8** Sinks are cleaned.
  - 7.4.3.9** No equipment belonging to the Association is removed.
  - 7.4.3.10** A breakage and damage list is prepared and delivered to the Community Manager's office.

## **SECTION 8.0 – USE OF LAKES AND PARKS**

### **8.1 GENERAL**

The use of the lakes and parks shall be on a first-come, first-served basis and at the user's risk. Membership and/or guest cards are required.

**8.1.1** Picnic shelters may be reserved by contacting the Community Manager's Office.

**8.1.2** Parking of vehicles will be permitted only in designated areas and in such manner as not to interfere with recreational activities or the movement of other vehicles.

**8.1.3** The parking of any boat trailer or other vehicle upon, or contiguous to, any launching ramp or other public facility in any manner so as to interfere with its accessibility is prohibited.

**8.1.4** No music or noise loud enough to create a public nuisance is permitted. **(See Section 4.2)**

**8.1.5** No user of the parks shall commit a public nuisance.

**8.1.6** Dogs must be kept under control at all times. Dog droppings must be picked up and disposed of in a sanitary manner.

**8.1.7** No open fires will be permitted, except in the facilities provided for outdoor cooking and then by the use of charcoal fuel only. All such fires must be extinguished before the user leaves the cooking facility.

**8.1.8** No glass objects allowed in any lakes or parks including parking lots.

**8.1.9** All trash is to be put in provided containers.

**8.1.10** No pets are allowed in designated swimming areas.

**8.1.11** A clean-up deposit fixed by the Board of Directors is required for reservations of shelters at Sequoia Point, and Longleaf, Echo, and Big Juniper Lakes.

**8.1.12** The dock adjacent to the Lake Sequoia launch ramp is reserved for the exclusive use of those launching or retrieving boats.

### **8.2 FISHING REGULATIONS**

**8.2.1** Those eligible to fish in the community are Members, Affiliate Members and Renters, all of whom must be in good standing. Guests are allowed to fish with a Guest Card. **(amended 12/16/09)**

**8.2.2** Fish may be taken only by hook, line, and pole. No nets may be used as a seine, and there shall be no use of fish traps. Blasting is prohibited. No trotlines may be set or used, and no fish live or dead, may be used as bait.

**8.2.3** Fish specifications size and limit:

**Bass** - 14 inch size limit minimum – 5 fish creel limit

**Sunfish** – No size limit – No creel limit

**Crappie** – 8 inch size limit minimum – No creel limit

**Nongame Fish - No size limit – No creel limit (amended 12/16/09)**

**8.3 SWIMMING PRACTICES**

**8.3.1** All swimming, whether at parks, in the community pool, or elsewhere will be at the swimmer's own risk.

**8.3.2** No person should swim or dive alone in any lake.

**8.3.2.1** Diving is strictly prohibited from any community property except for designated areas in the community swimming pool. (amended 9/24/08)

**8.3.3** Swimming is not permitted in the area of any boat launching ramp or in the area of the boat slips owned by the Association on Lake Sequoia. Swimming at Sequoia Point is permitted only within the swimming area designated with floating markers and from the north side of the gazebo. (amended 12/16/09)

**8.4 BOATING**

**8.4.1 SAFETY**

**8.4.1.1** Recognizing that a wide variety of recreational activities, including fishing, sailing, waterskiing, swimming, cruising, canoeing, kayaking, paddle boating and SCUBA diving are enjoyed on our relatively small lakes, safety for all of us is of prime importance. Common sense and general courtesy to other people on the lakes is the key to a safe environment.

**8.4.1.2** All boats must operate in accordance with North Carolina General Statutes and regulations, except for numbering requirements. (amended 12/16/09)

**8.4.1.2.1** Every boat must have a Personal Flotation Device (PFD) aboard for each person in the boat.

**8.4.1.2.2** Any person under 13 years of age must be wearing a PFD.

**8.4.1.2.3** Any boat operating after sunset must use regulation running lights (not headlights).

**8.4.1.2.4** All gas powered boats must have aboard a fire extinguisher and a signaling device (horn or whistle).

**8.4.1.2.5** Boats at Sequoia Point may only be beached between the roped off beach area and the boat slips. Beached boats are only permitted from sunrise to sunset. (amended 9/24/08)

**8.4.1.3** Non-power boats, including sailboats under sail, always have the right-of-way.

**8.4.1.4** Littering will not be tolerated. Our lakes are beautiful, litter is ugly. Boaters that are seen littering will be ordered to leave our lakes.

**8.4.2 PERMITS**

**8.4.2.1** No more than two powerboats may be registered for each lot or long term renter. A powerboat is defined as any boat with an internal combustion engine. (amended 12/16/09)

**8.4.2.2** Every boat used on any lake and every trailer is required to be registered with the Landowners' Association. Boat owners are required to pick up their identification stickers in person at the Landowners office. At that time, they will be provided with our latest boating rules and regulations. They will also be asked to sign an acknowledgement that the rules have been read and they agree to comply with them. Said stickers will be issued only to lot owners and only for boats owned by said lot owners. Landowners' must furnish proof of ownership of all boats and trailers as a precondition of registration. No homemade float boats may be registered.

**8.4.2.3** Liability insurance is required on all powerboats. An addition to homeowners insurance may be required if motor is over 25 horsepower. Proof of insurance will be required to obtain a registration sticker.

**8.4.2.4** Any unregistered boat operating on any lake will be ordered removed immediately from the lake by Seven Lakes Safety Team or other person designated by the Board of Directors. Lot owners operating or allowing guests to operate unregistered boats may be subject to action by the Judicial Committee.

**8.4.2.5** Boat owners shall remove and destroy their sticker when a boat is sold.

### **8.4.3 SIZE and HORSEPOWER of BOATS**

**8.4.3.1** No air or jet-powered craft or hovercraft (Jet skis, Sea Doo, Jet Boats, Air Boats, etc.) nor floatplanes are allowed on any lake.

**8.4.3.2** No internal combustion engine powered boats are allowed on any lakes except Sequoia and Echo.

**8.4.3.3** The maximum speed limit is 35 MPH during the day and 5 MPH after sunset.

**8.4.3.4** No outboard or inboard motor shall exceed the manufacturer's horsepower rating for that particular boat.

**8.4.3.5** The maximum powerboat length on Lake Sequoia is 23 ft. and the maximum powerboat length on Lake Echo is 16'. Length is defined as length overall (hull length) for bass boats, ski boats, etc. and total deck length for pontoon boats. There is no restriction on the length of sailboats, even those with a gas outboard.

### **8.4.4 SAFE OPERATION OF BOATS**

**8.4.4.1** Powerboats exceeding 5 MPH must stay at least 150 feet from the shoreline including the dam and must observe the no-wake buoys on Lake Sequoia. No powerboats may operate closer than 30 feet from the shoreline, except when leaving or returning to a dock.

**8.4.4.2** All powerboats are required to travel in a counter-clockwise direction.

**8.4.4.3** No boats shall enter a designated swimming area at any time.

**8.4.4.4** The Seven Lakes Security, a member of the Lakes Safety Team, or other person designated by the Board of Directors shall have the duty and authority to enforce the

boating rules and regulations when in his/her judgment, a boat is being operated in an unsafe manner.

- 8.4.4.5** Anyone under 12 years of age operating a powerboat must be accompanied by an adult. Anyone 12 years of age to 16 years of age operating a powerboat must be accompanied by an adult or have passed a boating safety program given by the North Carolina Wildlife Commission or the United States Coast Guard. Younger children may operate non-power crafts, which includes sail craft.
- 8.4.4.6** No person shall operate any motorboat or vessel, or manipulate any water skis, surfboard or similar device while under the influence of an impairing substance. **(amended 12/16/09)**
- 8.4.4.7** The curfew prohibiting the use of SLLA common areas after 11:00 PM applies to all of the lakes.
- 8.4.4.8** SCUBA divers are required to place a dive flag (red flag with a diagonal white stripe) at their dive site. All other boats must remain a minimum of 100 feet outside the dive area.
- 8.4.4.9** No person shall operate any motorboat or vessel, or manipulate any water skis, surfboard or similar device in a reckless or negligent manner so as to endanger the life, limb or property of another person. **(amended 12/16/09)**
- 8.4.4.10** The navigational "rules of the road" should be understood and adhered to by those who share the use of our lakes. Failure to observe them could constitute reckless and negligent operation. **(amended 12/16/09)**

#### **8.4.5 WATERSKIING, WAKEBOARDING, KNEEBOARDING, TUBING, etc.**

- 8.4.5.1** There will be a maximum of six boats pulling water skiers/kneeboards/other floatation devices at any one time on Lake Sequoia and a maximum of two on Lake Echo. This does not limit the number of float, powerboats without skiers, electric, or other non-power boats, which may be using the lakes along with the specified limits for boats pulling skiers, etc.
- 8.4.5.2** Ski boats and skiers on Lake Sequoia must stay within the designated (toward the center of the lake) ski buoy area and must travel in a counter-clockwise direction.
- 8.4.5.3** Boats pulling skiers or flotation devices must have an operator and observer aboard. The operator must be at least 16 years of age and the observer must be at least 12 years of age.
- 8.4.5.4** All skiers, tubers, etc. must wear personal flotation devices.
- 8.4.5.5** Skiers must stay at least 150 feet from shorelines including the dam and 75 feet from floating objects such as boats and swimmers. No dropping of skis is allowed. Ski lines must not exceed 75 feet.
- 8.4.5.6** No airborne device may be pulled by a boat on our lakes.
- 8.4.5.7** Skiing, wakeboarding, tubing, etc. is allowed between 7:00 A.M. and sunset.

**8.4.5.8** No private marker buoy shall be placed more than 20 feet from the shoreline.

## **8.5 BOAT SLIPS AT SEQUOIA POINT**

### **8.5.1 Leasing of Slips**

Slips shall be leased exclusively to Community landowners who are members in good standing in the Landowners' Association. Lessees will be required to execute a **BOAT SLIP LEASE** with the Seven Lakes Landowners' Association. Sub-leasing of slips is prohibited.

### **8.5.2 Procedure**

Upon making an application, your name is placed at the bottom of the waiting list. When your name comes to the top, you will be offered a slip. If you refuse to take the slip, your name will again be sent to the bottom of the list.

### **8.5.3 Lease Fees**

Fees are set by the Landowners' Association Board of Directors. Lease costs are currently \$400.00 per year, payable on or before April 1<sup>st</sup>. A slip application deposit of \$50.00 is required and will be credited to your first year's rental.

### **8.5.4 Use of Slips and Docks**

**8.5.4.1** Slips and docks are intended for the exclusive use of lessees and their guests, and shall be used only for docking of watercraft and for access to and departure from said watercraft.

**8.5.4.2** There shall be no swimming, fishing, sunbathing, or other activities allowed on the docks or in the slip area.

## **SECTION 9.0 USE OF SWIMMING POOL**

### **9.1 GENERAL RULES**

- 9.1.1** There shall be no use of the pool unless a lifeguard is on duty.
- 9.1.2** Alcoholic beverages are not allowed.
- 9.1.3** No glass objects are allowed.
- 9.1.4** Pets are not allowed.
- 9.1.5** All swimmers must shower before entering the pool.
- 9.1.6** No cut-offs are allowed in the pool.
- 9.1.7** All signs around the pool area and all lifeguards are to be obeyed.
- 9.1.8** There shall be no sitting or hanging on pool ropes and no sitting on the deck railing.
- 9.1.9** The lifeguard stand is off limits to all unauthorized personnel.
- 9.1.10** Flotation devices are allowed only during un-crowded conditions and as approved by the life guard on duty.
- 9.1.11** All pool games must be approved by the lifeguard on duty.
- 9.1.12** The last fifteen (15) minutes of each hour are devoted to adult swim (Eighteen years of age or older).
- 9.1.13** All trash must be placed in trash containers.
- 9.1.14** There shall be no running on the pool deck.
- 9.1.15** Children must be toilet trained as a precondition to entry to the large pool.
- 9.1.16** No water squirting devices are allowed.
- 9.1.17** Use of the pool and the pool area is at the user's risk.

### **9.2 DIVING RULES**

- 9.2.1** Only one bounce is allowed on the diving board.
- 9.2.2** Only one person is permitted on the board at any time.
- 9.2.3** Diving must be performed directly in front of the diving board.
- 9.2.4** Divers must swim directly to an exit point before the next dive is allowed.
- 9.2.5** No swimmers are allowed in the diving area.

### **9.3 CONDUCT**

- 9.3.1** There shall be no loud or abusive language.
- 9.3.2** All swimmers will show respect and be courteous to other swimmers.

**9.3.3** Any pool rule not adhered to will result in a warning. In the case of two (2) warnings in one day the offender(s) will be expelled from the facility for the remainder of the day.

**9.3.4** Abusive conduct on the part of pool users will not be tolerated. Abusive conduct on the part of minors will result in contact of parents. Individuals cited for abusive conduct will cause the individual to be prohibited from use of the facility for a period determined by the Recreation Director or the Community Manager.

**9.4** **ADMISSION**

**9.4.1** Admission is restricted to Members, Affiliate Members, Renters, and their Guests, who must present proof of membership and/or guest cards for entry to the pool area.

**9.4.2** Children twelve (12) years of age and under will not be allowed to enter the pool area without a parent/guardian or child supervisor. If a child supervisor is the responsible person for the child, a written statement from the parent or guardian must be given to the pool attendant for admittance to the pool area.

## **SECTION 10.0 USE OF ASSOCIATION TENNIS COURTS**

### **10.1 GENERAL**

**10.2** Tennis courts shall be made available, so far as practical, seven days a week from 7:00 A.M. to 11:00 P.M., and played on at the users' own risk. Membership and/or guest cards are required for play.

### **10.3 Time of use and tournament play:**

**10.3.1** Street shoes are not allowed on tennis courts at any time.

**10.3.2** Singles - Play is restricted to one hour when others are waiting.

**10.3.3** Doubles - Play is restricted to one and one-half hours when others are waiting.

**10.3.4** Only one court may be used by a single-family membership at one time when others are waiting.

**10.3.5** During tournaments, the Recreation Director has the right to schedule tournament matches on all available courts for the duration of the tournament.

**10.3.6** During any play, singles, doubles, or tournament, only the players engaged in the match or matches are allowed on the surface of the courts.

**10.3.7** Adults have priority, but not exclusive, use of all courts after 7:00 P.M. An adult is considered to be any person 16 years of age or older.

**10.3.8** All persons using the tennis courts, or attending play as spectators, shall be expected to keep the grounds, courts, and the surrounding area in a presentable condition. All equipment and clothing left in the tennis court area will be removed by the staff and placed with the Recreation Director for his disposal.

**10.3.9** Smoking, beverages, cans, glass, and food items shall not be permitted on the tennis courts surface at anytime.

**10.3.10** Reservations for the use of the courts may be arranged, time permitting, with the Recreation Director or a member of the Community Manager's Office. Any such arrangement should be made as far in advance as possible.

**10.3.11** No pets are allowed within the fenced area.

**10.3.12** Tennis courts are not to be used for any other recreational activity other than tennis.

## **SECTION 11.0 USE OF THE STABLE**

### **11.1 GENERAL**

- 11.1.1** Use of the stable area, its facilities, and its horses is at the users' own risk. The Association is not responsible for injuries or lost or damaged items
- 11.1.2** Reservations for trail or pony rides should be made a minimum of 24 hours in advance. Membership and/or guest cards are required.
- 11.1.3** Stable personnel should be given notice of a cancellation as soon as possible so that others may have a chance to fill the vacated time period.
- 11.1.4** Riding in the ring or designated pasture area or other areas designated by stable personnel shall be at a pace of walk, trot, or canter as directed by stable personnel.
- 11.1.5** The stables are closed on Mondays from September 1 through May 31, closed on Sunday from June 1 through August 31 and during other periods when conditions dictate.
- 11.1.6** If the temperature is 90 degrees or above or 40 degrees or below, rides will be cancelled.

### **11.2 TRAIL RIDES**

- 11.2.1** All trail rides require a minimum of three riders. Rides shall be supervised by authorized personnel and take place only on designated trails.
- 11.2.2** The minimum age is eight (8) years for participants in trail rides

### **11.3 CONDUCT**

- 11.3.1** There shall be no abusive language or conduct.
- 11.3.2** No alcoholic beverages or illegal drugs are allowed on the premises.
- 11.3.3** No person under the influence of intoxicants or drugs will be permitted the use of the facilities.
- 11.3.4** Children under eight (8) years of age will not be left unattended in the stable area.
- 11.3.5** Stable telephones are for official business. Any other calls must be approved by stable personnel.
- 11.3.6** A flash device for taking pictures in the barn may be used only with the approval of stable personnel.

### **11.4 BARN ACTIVITIES**

- 11.4.1** Shoes must be worn at all times in barn areas.
- 11.4.2** Smoking is prohibited in the barn, stalls, feed room, and hay barn.
- 11.4.3** Only authorized persons may clean horses and tack before and after riding.

- 11.4.4** Horses will be washed in a designated wash area under supervision.
- 11.4.5** All trash must be placed in containers.
- 11.4.6** All items authorized for use must be returned.
- 11.4.7** Only authorized riders are allowed in the stable when horses are being tacked.
- 11.4.8** There shall be no riding in the barn hallway.
- 11.4.9** All people in the barn are to be supervised.
- 11.4.10** There shall be no running, loud noise or rowdiness in the stable area.
- 11.4.11** Dogs are not allowed in the stable area.
- 11.4.12** The office and tack area are off limits except for signing up for trail rides or for conducting other business approved by stable personnel.
- 11.4.13** Individuals shall not sit on or climb over gates and fences.

## **11.5 RIDING**

- 11.5.1** Hard hats must be worn by riders under 16 years of age.
- 11.5.2** There shall be no racing or extreme speed.
- 11.5.3** Riding double is not allowed, regardless of any rider's age.
- 11.5.4** There shall be no bare back riding without the permission of the stable personnel.
- 11.5.5** There shall be no jumping.
- 11.5.6** Inexperienced child riders must be accompanied and led by an adult in the designated stable areas.
- 11.5.7** Horses must always be walked to the barn.
- 11.5.8** There shall be no screaming or loud language when riding in the ring, nor shall riders stop at the gate or in the middle of the ring.

## **11.6 HORSES AND EQUIPMENT**

- 11.6.1** Never tie a horse by the reins. Placement of the reins must be approved by authorized personnel.
- 11.6.2** Horses must be cool and reasonably fresh when returned. Horses must be walked the first and last ten minutes of a ride, and must be watered following the cool-off period.
- 11.6.3** There shall be no abuse of any horse.
- 11.6.4** Horses may not be left unattended.
- 11.6.5** All treats for horses must be approved by stable personnel, and may not be given by hand, but placed in a feed bucket.
- 11.6.6** No horse, pony, or equipment shall leave the stable controlled areas without the permission of the stable master.

**11.6.7** No horse, pony, or equipment shall be removed from the Seven Lakes Community without permission of the Community Manager.

**11.7 CLOTHING**

**11.7.1** Proper footwear is required while riding. Sandals and bare feet are not allowed.

**11.8 LANDOWNER PRIVATELY OWNED HORSES**

**11.8.1** Except for activities sponsored and/or authorized by Seven Lakes Landowners' Association, no privately owned horses are permitted in the stable or riding areas.

**11.8.2** Privately owned horses, their owners, and their riders while on Landowners' Association property shall be subject to all rules and regulations herein set forth while on Landowners' Association property.

**11.8.3** Private owners shall sign a release holding the Landowners' Association blameless for loss, damage, or injury incurred while in the Community.

**11.8.4** No guests of Landowners' may bring privately owned horses into the Community.

**11.8.5** Activities sponsored and/or authorized by Seven Lakes Landowners' Association may have guest horses permitted for the duration of that activity. No guest horses will be allowed access to the stable.

**11.8.6** No Landowner, dependent, or renter will be permitted to ride on Seven Lakes property without written permission. This prohibition includes common areas, roads, road shoulders and any other applicable areas. Riding of privately owned horses on Seven Lakes property may be conducted only in designated riding areas associated with the stables, pasture, and riding rings at discretion of the Community Manager and/or Stable Manager. Riding may be undertaken only upon approval of said use at least 24 hours in advance and on a not-to-interfere basis with programmed stable activities.

## **SECTION 12.0 – YARD DEBRIS**

### **12.1 WHO MAY USE THE YARD DEBRIS DISPOSAL FACILITY**

Only residents and lot owners of the Community are permitted to use the facility, to the exclusion of landscapers, contractors, yard workers, and similarly engaged persons working on a for-pay basis.

### **12.2 TIME OF USE OF THE FACILITY**

Times are as announced and posted occasionally in the Interlake.

### **12.3 GENERAL USE**

**12.3.1** Only yard debris (pine cones, pine needles, leaves, grass clippings, tree and shrubbery trimmings and branches under four (4) inches in diameter) may be disposed of in the facility. There shall be no disposal of any other kinds of materials, including plastic bags, boards and lumber, construction debris, paints or solvents, and bricks and blocks.

**12.3.2** Trees and trimmings must be cut to no more than five (5) foot lengths.

**12.3.3** Debris resulting from the clearing of lots is unacceptable.

### **12.4 PENALTIES**

**12.4.1** For disposal in the Yard Debris Disposal Facility by an unauthorized user, there shall be a fine of one hundred dollars (\$100.00) plus expeditious removal at the user's expense of all materials unloaded.

**12.4.2** For disposal of prohibited material(s) in the Facility by an authorized user, there shall be a fine of one hundred dollars (\$100.00) plus expeditious removal at the user's expense of all prohibited material(s) unloaded.

## **SECTION 13.0 - THE BUILDING COMMITTEE/ARCHITECTURAL REVIEW BOARD (ARB)**

### **13.1 STRUCTURE AND OPERATION OF THE BUILDING COMMITTEE**

**13.1.1 ORGANIZATION AND RESPONSIBILITIES.** The Committee, which also is known as the Architectural Review Board, consists of five (5) members appointed by the Seven Lakes Landowners' Association Board of Directors for a term of one (1) year. The Association's Board annually designates a chairperson of the Committee, who shall be a sitting member of the Board. The ARB will perform the following duties:

**13.1.1.1** Establish design review criteria, review and approve all construction or renovation for compliance with criteria set forth in the covenants and rules and regulations;

**13.1.1.2** Require high standards of design and quality construction;

**13.1.1.3** Maintain copies of applications, design documents, permits, certificates of occupancy, and related records;

**13.1.1.4** Assure compatible architectural designs and harmonious relationships with area construction and amend the design review criteria as may be required from time to time.

**13.1.2 MEETINGS.** The Committee shall meet twice a month at a time and date as set by the Committee. The meetings shall be held in the office of the Landowners' Association.

**13.1.3 Operations.** In reaching its decisions, the Committee will review and consider all information submitted, will visit the sites involved, and will consult neighbors who could be negatively impacted by new construction if there appears to be anything unusual in the plans or in how or where a house or addition will be placed on the lot; the nature of exterior of exterior alterations. Applicants should select building sites and house plans so as not to construct repetitious designs in close proximity. Similar designs are discouraged and subject to disapproval. In most instances, this document sets forth the standards and guidelines, which the committee will use in making decisions. In some instances, the standard to be applied will be determined on an individual basis. Decisions will be made by majority vote of numbers present communicated in writing to the requesting owner. A Seven Lakes Plan Review Fee will be charged for approved construction projects. **(amended 6/25/08)**

**13.1.4 VARIANCES.** The Committee may grant reasonable variances from the provisions of this document, and from the provisions of the Covenants, if the granting of such variances would not materially or aesthetically harm other owners or the environment. Setback variances will not be granted if they can be avoided (usually by altering plans, submitting alternate floor plans or choosing a more suitable lot for construction. These changes are granted on an individual basis and at no time will the changes establish a precedent for further variance applications.

**13.1.5 DECISIONS.** The decisions of the Committee are final.

**13.1.6 VIOLATIONS.** The Committee will notify the contractor and/or owner, in writing, of any violation of these Rules and Regulations or any applicable provisions of the Declaration or Rules and Regulations of the Association. Failure to take corrective action, or to notify, in writing, of intent to take corrective action, within fifteen (15) days after issuance of such notice, subjects the violator to appropriate imposable sanctions, including stop-work orders.

## **13.2 PROJECTS REQUIRING COMMITTEE APPROVAL**

**13.2.1** Projects that must be submitted to and approved by the Committee before work can commence include, but are not limited to, the following:

**13.2.2** Construction of a new residence, structure, building, or alteration of vacant lot. Improvements to be started after the final inspection of a previous permit will require a new application and approval.

**13.2.3** Improvements, alterations, additions, changes or repair of existing residences, structures or other building which will alter or change its exterior dimensions or appearance, including colors and types of materials;

**13.2.4** Construction, replacement, alteration, or change of an access drive that connects into roads and streets;

**13.2.5** Construction or installation of decks, piers, ramps, floats, bulkheads or docks which extend into the waters of lakes or streams;

**13.2.6** Installation of fences, privacy hedges, retaining and other walls, and any other structure of any type or kind; (**amended 10/28/09**)

**13.2.7** Any clearing or landscaping which will alter the appearance of or the flow of surface water on any vacant lot; (See Section 13.4 and 13.5)

**13.2.8** Installation of exterior lights; and, (See Section 13.11)

**13.2.9** Installation of irrigation lines as well as appearance and placement of structure housing the pump. (See Section 13.5.1.5)

## **13.3 SUBMITTALS TO THE COMMITTEE**

Property owners are urged to acquaint themselves with the requirements contained in these Rules and Regulations and to meet with the Committee prior to making building plans so that they have a clear understanding of the Committee's requirements.

All submittals for consideration by the Committee shall be in writing, and dated and signed by the requesting owner. Each request shall clearly identify the unit and lot number or numbers affected by the request, and shall include appropriate documentation and/or information as specified herein:

### **13.3.1 NEW CONSTRUCTION**

Two (2) survey plot plans containing the following:

**13.3.1.1** Location of building and setback measurements.

**13.3.1.2** Location of driveway and parking area

**13.3.1.3** Location of easements, erosion control devices, and exterior lights

**13.3.1.4** Expected direction of surface water flow from driveway and roof eaves.

**13.3.1.5 SPECIFICATIONS:** Two (2) sets of plans for the proposed construction containing all of the following information and data;

**13.3.1.5.1** Full set of plans;

**13.3.1.5.2** Foundation scale ¼ scale;

**13.3.1.5.3** Floor plan ¼ scale;

**13.3.1.5.4** Four (4) sides of elevations drawn to reflect actual appearance ¼ scale;

**13.3.1.5.5** A topographical map may be required in certain conditions; **(amended 6/25/08)**

**13.3.1.5.6** Complete landscape plan;

**13.3.1.5.7** Typical wall section showing materials.

**13.3.1.6 SPECIFICATION SHEET to INCLUDE:**

**13.3.1.6.1** Windows and Doors – e grade;

Manufacturer type including material (i.e., wood clad with vinyl);

**13.3.1.6.2** Heating and Air;

Manufacturer;

Seer;

Insulation – R rating.

**13.3.1.6.3 Exterior Surface:**

Material;

Description; (brick, hardi-plank, stone, vinylite, etc.)

Color (include sample board with brick);

Vinyl siding must include specific product and sample;

Mildew retardant roof material;

Shingles include sample board;

Exterior trim colors – color chart required;

Front door – brochure suggested;

Type of material for walks and drive;

Water closets – 1.6 gallons or less;

Foundation must be brick - other types of material must be approved by the ARB **(amended 6/25/08)**

**13.3.2** A landscaping plan, which shall include tree removal intentions.

**13.3.3** Two (2) sets of specifications for the proposed construction;

**13.3.4** Two (2) application forms entitled "REQUEST FOR NEW CONSTRUCTION/ADDITIONS", complete with the information and data indicated, signed and dated by the requesting Owner and the contractor; **(amended 5/26/10)**

**13.3.5** Field location requirements. The surveyor or contractor shall accurately locate, by means of stakes and string, the perimeter of the structure to be built, including decks, porches, and garages so that the position of the structure can be readily determined at the time of the initial field inspection. The location of the driveway and parking area shall be similarly staked and strung. Strings along property lines are required to verify setbacks. A survey may be required. This work shall be accomplished prior to submittal to the Committee for approval; **(amended 10/28/09)**

**13.3.6** A copy of the Moore County Health Dept. Sanitary Permits (application) must be submitted before issuance of a Seven Lakes Construction Permit. **(amended 6/25/08)**

**13.3.7 IMPROVEMENTS, ALTERATIONS, ADDITIONS, CHANGES OR REPAIRS TO EXISTING STRUCTURES AND/OR PROPERTY**

- 13.3.7.1** Two (2) working sketches of the proposed work, including floor plan, elevations with appropriate dimensions and indication of the location of proposed work relative to the existing building or structure and to property lines;
- 13.3.7.2** Two (2) informal specifications indicating the type and color of exterior materials to be used on the roof, walls, and exterior surfaces;
- 13.3.7.3** Two (2) application forms entitled "REQUEST FOR MISCELLANEOUS APPROVAL;" (amended 5/26/10)
- 13.3.7.4** A copy of the Moore County Building and Sanitary Permits, necessary before issuance of a Seven Lakes Construction Permit.
- 13.3.7.5** Erosion and sedimentations plans may be required. (amended 10/28/09)

**13.3.8 OTHER SUBMITTALS:** Requests for approval of all other projects shall be made by application forms entitled "REQUEST FOR MISCELLANEOUS APPROVAL", signed and dated by the requesting owner. The application shall identify the unit and lot number involved, and shall state the type and scope of the proposal and reasons therefore. If construction, e.g., a dock, is proposed, the application shall include a sketch of proposed work with appropriate dimensions, materials to be used, and color scheme. (amended 5/26/10)

**13.3.9 FEES:** Each submittal of proposed projects to the Committee for approval shall be accompanied by a check or checks in payment, of the appropriate fees and deposits as follows:

- 13.3.9.1** Construction Permit: No Fee
- 13.3.9.2** Plan Review Fee: A fee of \$800 will be charged and placed in a restricted road repair/replacement fund,
- 13.3.9.3** Compliance Fee Deposit: \$3,000. When all construction is completed, including landscaping, a representative of the ARB will conduct a final inspection. The compliance fee, less any outstanding fines, will be refunded after the ARB has issued a Certificate of Completion. Non-adherence to approved plans and cleanliness of site will result in imposing sanctions including a possible stop order. (amended 5/26/10) The sanctions are:
  - 13.3.9.3.1** 30 days to comply;
  - 13.3.9.3.2** \$100/day up to \$1500 maximum, then \$100/mo.
- 13.3.9.4** Additions: An administration fee of twenty-five (\$25.00)
- 13.3.9.5** Alterations to Existing Home: No Fee
- 13.3.9.6** Additional Charges Accruing to the Owner:

**REVIEW FINES**

**13.3.9.6.1** \$100 per week or part thereof if new construction time exceeds six (6) months (North Side) or nine (9) months (South Side) from the date the construction permit was issued.

**13.3.9.6.2** \$50 per week or part thereof if completion time for an addition exceeds four (4) months from the date the construction permit was issued.

**13.3.9.6.3** \$50 week or part thereof if completion time for an alteration exceeds two (2) months from the date the construction permit was issued.

Owner or contractor may submit a written request for a delay due to unusual circumstances or conditions agreed to by ARB.

**13.3.10 TIME OF SUBMITTAL:** All proposals submitted for approval by the Committee must be in the Landowners' office on or before the Friday preceding the scheduled meeting of the Committee at which the request is to be considered.

**13.4 SURFACE WATER AND EROSION CONTROL:** The Committee will perform a site inspection before a permit is issued.

**13.4.1 NEW CONSTRUCTION EROSION AND SEDIMENTATION PLAN:** (amended 10/28/09)

**13.4.1.1** A plan must be developed, after owner consultation with competent authority, and submitted with the application, using the format of Appendix A. The location of erosion control devices and direction of water flow on the survey plat must be shown.

**13.4.1.2** Any required temporary erosion and sediment control devices must be in place.

**13.4.1.3** Erosion and sediment control devices must be inspected regularly and maintained as required.

**13.4.1.4** Permanent erosion and sediment devices shall be installed at the time the temporary devices are removed,

**13.4.1.5** Driveway cuts that are to be seeded must have maximum slope of 3:1; (amended 10/28/09)

**13.4.1.6** Driveways must be stabilized immediately with crushed stone to prevent erosion and tracking onto roads;

**13.4.1.7** Ground cover, both temporary and permanent, shall be provided as early as possible;

**13.4.1.8** Temporary control devices shall be removed upon completion of the project;

**13.4.1.9** An inspection by the Committee is required to check for proper contour of the access drive prior to applying finished stone or hard surface.

**13.5 TREE REMOVAL, CLEARING, GRADING, DRIVEWAYS, PARKING, LANDSCAPING.**

**13.5.1 PRIVATE PROPERTY:** The following regulations apply within the property lines of all unimproved lots within Seven Lakes. (amended 10/28/09)

**13.5.1.1** Underbrush may be cut and cleared by residents, lot owners and developers for site preparation, aesthetics, and fire hazards;

**13.5.1.2** Such underbrush must be removed from the lot within ten (10) days of cutting;

**13.5.1.3** Manual clearing by any of the above will include underbrush, small jack oaks and scrub trees, as well as fallen trees and branches. Written approval from the Board is not necessary in this case and shall be removed from the lot within ten (10) days of cutting;

**13.5.1.4 Lot Clean Up:** No native trees (magnolia, dogwood, etc.) may be removed. Trees with a 4" or greater diameter (3" above ground) may be removed with written approval from the Board. Exceptions are made for black jack oaks and other scrub trees and shall be removed from the lot within ten (10) days of cutting.

**13.5.1.5 Clear Cutting:** No clear cutting shall be allowed. After the building permit has been secured, the lot may be cleared in the foot print area.

Non adherence to the above regulations concerning tree and brush cutting will result in imposing sanctions as determined by the ARB. Maximum sanction \$500. **(amended 10/28/09)**

- 13.5.2** Removal of trees for the construction site clearance shall be limited to those within the extremities of the building foundation and not more than twelve (12) feet there from, and those within the boundaries of walks, driveways, and parking areas. Location of buildings, walks, driveways, and parking areas shall be planned to minimize tree removal. Stumps within such boundaries or within the septic tank field, if applicable, shall be removed. All uprooted stumps are to be removed from Seven Lakes.
- 13.5.3** Tree stumps that are not uprooted shall be trimmed to ground level.
- 13.5.4** All other trees in danger of damage by construction machinery during preparation and construction operations shall be protected by a close-fitting sheath of lumber bound to the tree and covering the areas of potential damage.
- 13.5.5** Care must be exercised during clearing of trees and construction to avoid damage to trees on adjoining property. The Owner/contractor will be responsible for any damage to adjoining property.
- 13.5.6** In cases where it is necessary to place dirt around trees, there shall be protected by wells of appropriate materials with provision for drainage.
- 13.5.7** **Grading:** Natural existing slopes and grade shall be maintained to the fullest extent possible. The angle for grade slopes should be no greater than 2:1 to minimize erosion. Slopes exposed by grading shall be provided with some type of ground cover. Grading for access drives should direct all drainage to existing ditches or natural drainage swales. The owner is responsible for any damage resulting from changing the natural drainage flow from his/her property. (See also Section 13.4)
- 13.5.8** **Access drives and parking areas.** Each lot upon which a residence is constructed shall be provided with a suitable access drive and with parking area for not less than four (4) automobiles, including garage, within the boundaries of the lot. In cases where topography or other conditions would create an economic hardship in meeting this provision, the Committee would consider granting a variance upon written application by the owner. Access drives and parking areas should be immediately provided with an adequate source of broken stone or gravel to prevent erosion. Access drive slopes in excess of 3:1 will not be approved except for unusual site conditions. The Committee will inspect all driveways for proper contour before the finished stone or hard surface is applied. **(amended 10/28/09)**
- 13.5.9** **Utility easements and lines.** As required by Section 13.3.1, the survey plat shall indicate all easements. Prior to the commencement of grading operations for the access drive, all utility lines shall be flagged by the appropriate utility company.
- 13.5.10** Irrigation systems including pumps shall be concealed from view to the maximum extent possible.
- 13.5.11** **COMMON/GREEN AREAS:** Common/green areas lie outside private property lines and are used for roads, streets, utilities, and recreational and social amenities. The Association and the Board hold the title to these areas and controls their use. These areas are held for the overall use, enjoyment, and benefit of all owners and their

guests and cannot be put to the exclusive use, enjoyment, or benefit of individual owners. The following general restrictions and conditions apply to the use and enjoyment of common/green areas by individual Owners:

- 13.5.12** No right, title, or interest shall accrue to individual owners.
- 13.5.13** All owners shall have the same use and enjoyment of the common/green area or structure placed thereon as does the owner of adjacent private property.
- 13.5.14** Lot property lines and corner markers, adjacent to the common/green area being put to use by individual owners, shall be maintained in their original location for inspection at any time by the Committee.
- 13.5.15** No pier, dock, steps, walks, or other structures shall be placed on common/green areas without prior written approval of the Committee.
- 13.5.16** With prior written approval of the Committee, individual owners of lots which abut or join common/green areas may clear existing shrubs and bushes.
- 13.5.17** Clear cutting and grading in common/green areas are prohibited.
- 13.5.18** Owners who are granted approval to remove shrubs and bushes or otherwise disturb existing drainage in common/green areas will be responsible for the cost of any corrective measures needed to properly control drainage and erosion.
- 13.5.19** No tree or trees, living or dead, located in common/green areas shall be cut, removed, or trimmed without prior written approval of the committee. Owners requesting approval to remove trees in common/green areas shall clearly identify the trees and submit a request as specified in Section 13.3.3.
- 13.5.20** Approval to erect any structure on common/green areas will be subject to the requesting owner's assuming full responsibility for the cost of construction and maintenance, as well as the responsibility for its removal and restoration of the area to its original condition when the purpose of the structure has been served.
- 13.5.21** Pumping septic tank effluent from one lot to another lot under common areas is permissible, only with Committee approval, and only if, when pumping to a relief lot, written certification is obtained from the pump company that pumps and pipes are sufficient. The lot/home owner or assigns will be responsible for maintenance and prompt repair of any ensuing problems.
- 13.5.22** The receiving lot is approved for septic lines by the office of Moore County Environmental Health.
- 13.5.23** All lines are designed by a certified engineering firm, which shall prepare two copies of a 1"=100' minimum drawing.
- 13.5.24** An independent engineering firm, if requested by the Committee and at the applicant's expense, has approved the plans.
- 13.5.25** No more than two septic fields per lot are allowed.
- 13.5.26** The Committee concludes such lines would not constitute a disadvantage to the Association or its members.

**13.6 BUILDING CONSTRUCTION:** The declaration requires the Committee to ensure environmental compatibility but does not charge the Committee with responsibility for construction materials or standards.

**13.6.1 MINIMUM FLOOR AREA:** Each dwelling constructed shall have fully enclosed heated area (exclusive of roof or porches, terraces, or garages with not less than the required number of square feet based on measurements using outside wall dimensions.

	<b>ONE STORY RESIDENCE</b>	<b>TWO STORY RESIDENCE</b>	<b>THREE STORY RESIDENCE</b>	<b>WITH GARAGE</b>
<b>NORTH</b>	1,400	1,000 on main floor 1,400 total	1,000 on main floor 1,400 total	
<b>SOUTH</b>	1,800	2,200	1,100 on main floor 2,200 total	1,700/main floor
<b>RAMAPO TOWNHOUSES</b>	1,300 1,300	1,300 on main floor 1,300 on main floor		see following see following

All above minima are heated area, exclusive of porch and garage areas. Provided that the porch is screened, one-half of the square footage may be used in computing the total area requirements for the South Side, Ramapo and Townhouses.

**13.6.2 SITE INSPECTIONS:** The Committee or its representative must make an initial site inspection, an inspection before footings are poured to ensure that the setbacks are correct, and random inspections to ensure compliance with all pertinent rules and regulations.

**13.6.3 MINIMUM SETBACK DISTANCES:** The following minimum setback distances are prescribed by the declaration and/or the recorded plat and will be strictly enforced by the Committee.

**13.6.3.1 Road Side Setback.** The building or structure shall be located no closer than fifty (50) feet, or as stated on plat recorded in Moore County Register of Deeds Office (the North and South Sides) and thirty (30) feet (Ramapo Townhouses) and (South Side Townhouses) from the front property line.

**13.6.3.2 Side Setback.** The building or structure shall be located no less than twelve and one half (12 1/2) feet on the North Side; fifteen (15) feet on the South Side; zero feet on one side and twenty (20) feet on the other for the South Side Townhouses; and zero (0) feet on one side and twelve and one-half (12 1/2) feet for the other for the Ramapo Townhouses.

**13.6.3.3 Rear Setback.** The building or structure shall be located no closer than twelve and one-half (12-1/2) feet North side and fifteen (15) feet South sides or twenty-five (25) feet Ramapo and Townhouses from the rear property line and fifty (50) feet from any lake or golf course. The setback for septic tanks must be seventy- five (75) feet from any lake.

**13.6.3.4 Corner Lot Setbacks.** In general the narrow roadside lot line will be considered the roadside setback line. The setback for the wide roadside lot line will be fifteen feet.

**13.6.3.5 Method of Measurement.** These prescribed minimum setback distances shall be measured on a level plane from the foundation of the building or structure (porches, decks or steps) to the surveyed property line. If the lot is located on a curve of the paved road or street, and the curve are not adequately marked by monuments, the front setback shall be measured from

the outside line of the prescribed road or street easement as set forth by the recorded plat for the unit in which the lot is located. For lots located on the ends of courts where the front property line is defined by the radius of a circle, the survey should locate and mark the center of the circle.

**13.3.6.6 Special Consideration.** Setback requirements for a structure to be built on an irregularly shaped lot will be considered on an individual basis.

**13.6.4 FLOOR ELEVATIONS.** Habitable floor elevations on lake front lots shall be placed above the elevation of the top of the dam on the lake where a house is constructed.

**13.6.5 EXTERIOR WALLS.** The material and color of exterior walls of buildings shall be approved only if compatible with the surrounding area.

**13.6.6 ROOFS.** Exterior roofing shall be asphalt or fiberglass shingles, cedar shakes, or slate. Requests for a variance for the use of some other specific material will be considered on an individual basis.

**13.6.7 UTILITY SUPPLY CONNECTIONS.** Utility lines should not be located under concrete slabs, drives or walks, if avoidable.

**13.6.8 MANUFACTURED HOMES, TRAILERS, MOBILE HOMES AND MODULAR HOMES.** The Committee will not approve the installation of a trailer, mobile home, or modular home, or of a structure having the appearance of a trailer, mobile home or modular home.

**13.6.8.1** A manufactured home (Mobile Home-Trailer) for these purposes is defined as a manufactured building designed to be used as a single-family dwelling unit that has been constructed and labeled indicating compliance with the HUD administered National Manufactured Housing Construction and Safety Standards Act of 1974.

**13.6.8.2** A modular home for these purposes is defined as a manufactured building designed to be used as one or two family dwelling unit which has been constructed and labeled indicating compliance with the North Carolina State Uniform Residential Building Code, Volume VII.

**13.6.9 ENCLOSURE.** Construction of a home in which the crawl space, or space between the ground and the lowest habitable level, is open will not be approved.

**13.6.10 SWIMMING POOLS.** Swimming pools are allowed, subject to the following:

**13.6.10.1** No above-ground pools are permitted.

**13.6.10.2** The elevation of the top of any in-ground swimming pool may not be over two (2) feet above the natural grade.

**13.6.10.3** Swimming pools are not allowed on the street side of a residence.

**13.6.10.4** Fencing is required for all swimming pools, erected to North Carolina state building code specifications. See Appendix F, Barriers for Swimming Pools, of the North Carolina State Building Code.

**13.6.10.5** All fencing or barriers must have approval of the Building Committee/ARB.

**13.6.10.6** All fences should be kept to a minimum size.

**13.6.10.7** All Moore County permits are required before Committee approval is granted.

**13.6.11 GARAGES** All new home construction must have a garage of at least four hundred (400) square feet external dimension. **(amended 6/25/08)**

**13.7 CONSTRUCTION PERMITS AND INSPECTIONS.** No field work, including lot clearing, or new construction can proceed until permits have been issued by both the Association and Moore County, and both permits have been conspicuously posted at the job site. An exception to the above is the removal of brush to facilitate the surveys of the property or the placement of strings to indicate the proposed locations of house and driveway. Both permits must remain posted during the construction process.

**13.7.1 COMMITTEE PERMITS AND INSPECTIONS.** Upon approval of a proposal for new construction in accordance with these regulations, the Committee will authorize issuance of a permit to the owner/contractor by the Association's administrative office. The contractor shall notify the Association at (910) 673-4931 when footing bottoms are dug and prior to pouring concrete for an inspection. An inspection at this stage helps to ensure that the location meets the setback requirements. When construction is complete, the contractor shall again notify the Association at (910) 673-4931, and the Committee will make a final inspection to determine if all Committee regulations have been met. If deficiencies are noted, the owner and/or contractor will be notified of the necessary action to be taken, for which a maximum of thirty (30) days are allowed to comply. Any non-compliance herewith shall subject the violating party to sanctions imposable for such violations.

**13.7.2 MOORE COUNTY PERMIT.** A copy of the county building permit shall be provided to the Committee for incorporation in the documentation file. If applicable, a copy of the county health permit will also be provided.

### **13.8 CONSTRUCTION PROCEDURES AND REQUIREMENTS**

**13.8.1 CONSTRUCTION WORKER ACCESS.** Contractors must obtain passes for entry to the community by construction workers from the Landowners' Office.

**13.8.2 CONSTRUCTION SIGNS.** The contractor may post one suitably designed sign bearing the name of the firm in letters not exceeding three (3) inches in height. This board is allowed only on or near the front property line of the construction site and may also be used for displaying the required Moore County and Association permits. No other signs shall be placed on the property by the contractor, subcontractors, or material suppliers. The sign shall be removed within fifteen (15) days after completion of the project.

**13.8.3 CONSTRUCTION VEHICLES.** Trucks carrying more than seven (7) cubic yards of concrete will not be permitted on the Association's roads. Washing out of concrete trucks must be done on the construction site, not on common property or adjacent lots. No trucks with a gross weight exceeding twenty (20) tons may enter Seven Lakes.

**13.8.4 TEMPORARY TOILET.** A self-contained type toilet shall be installed at the construction site by owner/contractor at a location least observable from adjoining houses and persons passing by the site. The facility shall remain in place until the inside toilets are operable.

**13.8.5 CONSTRUCTION SITE TRASH, AND DEBRIS.** Burning of materials within Seven Lakes is prohibited. The owner/contractor is responsible for the containment and removal from Seven Lakes of all trash, and debris generated during construction. The burning of kindling in small containers to provide employee comfort in cold weather will be permitted. Trash and debris must be removed at regular intervals during construction to maintain a neat appearance.

**13.9 CONSTRUCTION UTILIZING SOLAR ENERGY.** The Committee requires special processing for projects that incorporate solar design. A longer than normal time may be required for evaluation.

**13.9.1 SITE SELECTION.** When possible, a southern exposure should be selected for the installation of either active or passive solar features. When active solar collectors are employed, it is preferred that they be installed to the rear of the building hidden from view.

**13.9.2 TREE REMOVAL.** Active or passive solar features, to be effective, require maximal exposure to sunlight. A high density of trees tends to reduce this exposure. Therefore, the Committee will give special consideration to the limited removal of trees outside the normal twelve-foot restriction, but clear-cutting will not be permitted.

**13.10** Entire section eliminated (amended 10/28/09)

**13.11 EXTERIOR LIGHTING.** These guidelines govern the installation of exterior lights:

**13.11.1 HEIGHT**

**13.11.1.1** The height of exterior freestanding lighting fixtures shall be limited to eight (8) feet, as measured from the ground level to the top of the light fixture. (amended 10/28/09)

**13.11.1.2** Lights attached to any building shall be no higher than the eaves.

**13.11.2 TYPE**

**13.11.2.1** Only incandescent, compact fluorescent, and quartz halogen exterior lighting is permitted.

**13.11.2.2** Spotlights and floodlights may not be used in any manner that unreasonably annoys other property owners. Spotlighting and floodlighting may not be directed towards any public road nor towards any lot other than that on which it is placed.

**13.11.2.3** Exterior, decorative holiday lighting is permitted to be displayed during the holiday season.

**13.11.3 WATTAGE FOR INCANDESCENT LIGHTS.**

**13.11.3.1** Fixtures for lighting a driveway may be situated only between the residence and the lot line and must use bulbs of no more than 75 watts per light.

**13.11.3.2** Yard lights along walkways may only be situated between the residence and the approved lot line setbacks and must use bulbs of no more than 40 watts per light.

**13.11.3.3** Spot or floodlights may not exceed 150 watts each.

**13.11.3.4** Lights on a dock may not exceed 75 watts each.

**13.12 MISCELLANEOUS ITEMS**

**13.12.1 FENCES:** Chain link fences are prohibited. The installation of privacy fences along property lines in Seven Lakes is prohibited. The Committee will consider, on an individual basis, requests for installation of appropriately designed fences for landscaping or screening purposes, or for the containment of animals.

- 13.12.2** **DOCKS:** No dock, pier or other similar structure shall be constructed on the shore of any lake without the written approval of the Committee as to both its location and design. No structure that extends more than twenty (20) feet into the lake will be approved. A built-in ladder is recommended for safety reasons. Docks on the South Side also require Seven Lakes Country Club approval.
- 13.12.3** **FUEL TANKS:** Fuel tanks must either be buried or screened from view. If the tank location is not included in new house application, a separate request for approval must be made.
- 13.12.4** **SIGNS:** A sign that identifies the owner may be placed on the property. It may not be larger than three (3) square feet, and may not contain letters larger than three (3) inches high.
- 13.12.5** Building exteriors must be completed within six (6) months on the North Side and nine (9) months on the South Side and in Ramapo Village from the date construction commences.
- 13.12.6** All dwellings must be connected to the central water system.
  - 13.12.6.1 No mailboxes are allowed at individual dwellings.
- 13.12.7** Construction must start within thirty (30) days of the date of approval.
  - 13.12.7.1** If not started within thirty (30) days, re-submittal of plans is required, and any changes in rules and regulations will apply.

**13.13 JUDICIAL PROCESS:** The following guidelines shall be observed by the Building Committee as to the judicial process for contractor and/or property owner violations:

- 13.13.1** All violations are to be discussed with the property owner and/or contractor.
- 13.13.2** A violation report will be prepared.
- 13.13.3** A letter will be sent to the contractor/owner describing the violation and the amount of time allowed to complete corrections.
- 13.13.4** If a violation is not corrected, the Community Manager, after reviewing the violation, can issue a stop work order until the violation is corrected.
- 13.13.5** Should the violation(s) continue and not be corrected in reference to road damage or erosion control violations, the Association Maintenance Department will be directed by the Community Manager to correct the violation, with all associated costs accruing to the contractor/owner.
- 13.13.6** Should the violation(s) involve other than road damage or erosion control, the Committee shall write a violation report, discuss the violation with the property owner and/or contractor, prepare a letter to the property owner and/or contractor describing the violation, and specify the amount of time allowed to make the correction. If the violation(s) is/are not corrected within the specified time, the violation will be turned over to the Community Manager for action.
- 13.13.7** The Community Manager is to receive copies of all violation reports and supporting documentation, and is to review all violation notice letters prior to their issuance.

**13.14 DOCUMENTATION FILES**

**13.14.1 GENERAL.** A file folder by unit and lot number is maintained for each residence, building, or structure at Seven Lakes for use during the Committee review and approval processes, for reference during construction, and for use as a record for administrative uses and requirements. A copy of all documents, correspondence and other matters affecting the property will be maintained in the file. These documents shall include but will not be limited to the following:

**13.14.1.1** Plans of the building or structure;

**13.14.1.2** Specifications for the building or structure;

**13.14.1.3** Application form;

**13.14.1.4** Association permit;

**13.14.1.5** Moore County sanitary permit.

**13.14.2 RECORDS ACCESS:** The documents, records and correspondence placed in the documentation files shall be available for use by the owner, the Committee, Administration and the Board. Access to these records by others will be permitted only with the express written consent of the owner and the Committee.

## **SECTION 14.0 THE JUDICIAL COMMITTEE**

**14.1 PURPOSE:** The purpose of the Judicial Committee (hereinafter referred to as "the Committee") is to provide a venue for resolution of alleged violations of the Rules and Regulations, and Restricted Covenants. In order to accomplish this charge, the Committee is empowered not only as stated herein, but also with additional powers that shall be reasonable and necessary to carrying out the Committee's purpose. Resolving such violations is important in order to maintain the security, property values and enjoyment of the Seven Lakes community.

### **14.2 COMPOSITION OF THE COMMITTEE**

**14.2.1** The Committee shall comprise five (5) persons, all of whom shall be appointed annually by the Board of Directors, and none of whom shall be a member of the Board of Directors. All Committee members shall be members of the Seven Lakes Landowners' Association in good standing, and shall serve such terms and for such purposes as set forth hereinafter.

**14.2.2** In addition to the five (5) regular members of the Committee, the Board will, at the same time appoint one (1) alternate member who is not a member of the Board and is a member of the Association in good standing. Refer to Section 14.4.

### **14.3 APPOINTMENT OF MEMBERS TO THE COMMITTEE**

#### **14.3.1 APPOINTMENT OF COMMITTEE MEMBERS**

Appointments to the Committee shall be made as set forth in **Section 6.10.2.11** of the By-Laws of the Seven Lakes Landowners' Association, Inc.

#### **14.3.2 ELECTION OF A CHAIRPERSON**

The Committee shall elect a Chairperson and a Vice-Chairperson within one month of its appointment.

### **14.4 APPOINTMENT OF AN ALTERNATE MEMBER TO THE COMMITTEE**

#### **14.4.1 Purpose of the Alternate:**

**14.4.1.1** The purpose of the alternate member is to better insure a quorum so as to minimize delay in the Committee's deliberations and in rendering decisions that may be caused by the absence of members of the Committee.

**14.4.1.2** Such absences may be the result of:

**14.4.1.2.1** Illness or travel;

**14.4.1.2.2** conflict of interest as covered in Section 14.6;

**14.4.1.2.3** prior individual discussion of the case with either the accused or accuser, or both.

**14.4.2 Role of the Alternate:**

**14.4.2.1** Preferably, the alternate will attend all meetings but should attend sufficient meetings to become knowledgeable of the judicial process.

**14.4.2.2** The alternate votes only when he/she is needed to establish a quorum.

**14.5 QUORUM**

**14.5.1** The Committee shall be fully empowered to act at any meeting where a quorum is present.

**14.5.2** A quorum shall be deemed present if a majority of the Committee members is present at a duly called meeting.

**14.5.3** Once present at the meeting, except for the sole purpose of objecting to the calling of the meeting, no Committee member shall be allowed to defeat the declaration of a quorum by leaving prior to the conclusion of the meeting.

**14.5.4** Once a quorum has been declared present for a meeting, the Committee shall be empowered to act according to the vote of the majority of those Committee members voting on an issue.

**14.5.5** If a quorum is not present at any meeting, the Committee members shall postpone the meeting, taking no further action until such time as a quorum can be present.

**14.6 CONFLICT OF INTEREST**

**14.6.1** No Committee member shall participate in any case (deliberations and decisions) in which said Committee member, or a family member of the Committee member has an interest.

**14.6.2** Individual Committee members should avoid being engaged in one-on-one discussions of a pending case with the defendant. Such discussion may be considered a conflict of interest.

**14.6.3** A member of the Committee may elect to be excused from a case if, in his/her sole judgment, to participate might create an awkward or undesirable personal situation. Such decision should be made immediately upon learning of the specific case and prior to the start of deliberations.

**14.6.4** Either situation may call for the full participation of the alternate in the case.

**14.6.5** Should it become necessary by reason of a conflict of interest, the Committee, in meeting with four members participating, shall be considered to constitute a quorum.

**14.7 MEETINGS OF COMMITTEE**

**14.7.1** The Committee will normally hold meetings at 3PM on the last Thursday of each month, but in any event, at least once each year.

**14.7.2** All meetings held for deliberation and disposition of a case shall be open to members of the Association in good standing and to the media.

**14.7.3** The Committee may hold special meetings as called by the Chairperson or any two (2) Committee members.

**14.7.3.1** Notice of such special meetings shall be given to Committee members not less than twenty-four (24) hours prior to the special meeting.

**14.7.3.2** Such notice may be either oral or written, but shall be reasonably and timely called to allow Committee members time to arrange their schedules and to prepare for meaningful participation in the meeting.

**14.7.3.3** Such notice shall state the purpose of the meeting.

## **14.8 AUTHORITY OF THE COMMITTEE**

**14.8.1** To hear and take evidence of alleged violations of the Association Rules and Regulations and Covenants.

**14.8.2** To call witnesses to appear before the Committee.

**14.8.3** To advise those accused of violations as set forth in Section 14.8 of the substance of the alleged violations, and to call those accused to appear before the Committee.

**14.8.4** To render an opinion that a violation or violations did or did not occur.

**14.8.5** To determine fines and/or penalties as allowed under the NC G.S. 47F-3-107.1 when the Committee holds that a violation or violations did occur.

**14.8.6** To exercise all powers and take all actions authorized by the Board, which are reasonable and necessary to carrying out the Committee's purpose.

## **14.9 ESTABLISHMENT OF A JUDICIAL CASE**

**14.9.1** Alleged violations of the Association's Rules and Regulations or Covenants may be initiated by the Board of Directors, a standing or ad hoc committee of the Board or the Community Manager by bringing to the attention, and requiring action, of the Assistant Community Manager.

**14.9.2** The Committee shall accept as a judicial case such alleged violation which the Assistant Community Manager has not been able to resolve with reasonable effort in a reasonable time.

**14.9.3** The plaintiff in a judicial case is considered to be the Assistant Community Manager and, when necessary or appropriate, the initiating party.

**14.9.4** The defendant(s) in a judicial case is/are considered to be the alleged violator(s) of the Association's Rules and Regulations or Covenants.

## **14.10 PROCEDURE**

**14.10.1** The plaintiff shall provide members of the Committee with all materials relevant to the judicial case four (4) days prior to the Committee's scheduled meeting.

**14.10.2** In all matters before the Committee, the following rules shall govern the proceedings:

**14.10.2.1** Each party to the case shall be allowed to present evidence to the Committee relative to the violation(s) for which the defendant(s) has been called before the Committee.

**14.10.2.1.1** Such evidence may be documentary (including digitally dated photographs), testimonial, physical, or any combination thereof.

**14.10.2.2** Each party shall be allowed to address the Committee both prior to and following the presentation of evidence to the Committee. Such presentations shall be in the form of persuasive arguments.

**14.10.2.3** Each party shall be allowed, but not required to, have an attorney or other representative present evidence and argue the case before the Committee.

**14.10.2.4** No defendant as set forth in Section 14.8.1 herein shall be required to testify.

**14.10.2.5** A person called before the Committee shall have forfeited the right to present evidence should that person, or his/her representative, fail to appear without

three (3) days notification to the Committee or the Assistant Community Manager, of his/her inability to appear.

**14.10.2.5.1** The Committee at its sole discretion may continue a case until its next regular or special meeting.

**14.10.2.6** The plaintiff(s) as set forth in Section 14.8.1 herein shall be required to present evidence of the alleged violation(s) first, following preliminary statements by both parties, if either party elects to make such preliminary statements.

**14.10.2.7** Following the presentation of evidence by the plaintiff, the Committee shall either dismiss the action against the defendant(s), or offer the defendant(s) the opportunity to present evidence in defense.

**14.10.2.7.1** The defendant(s) shall not be required to present any evidence in defense and may rely upon the testimony of the plaintiff(s) or his/her witnesses to request dismissal of the complaint from the Committee.

**14.10.2.8** Each party shall be allowed to question witnesses presented by the opposing side.

**14.10.2.9** If the defendant(s) elects to present evidence, the plaintiff(s) witnesses shall be given the opportunity to present rebuttal evidence.

**14.10.2.10** When all evidence has been presented to the Committee, each party shall be given the opportunity to make a final argument before the Committee in support of his position.

**14.10.2.11** Following final arguments of each side, if presented, the Committee shall vote in closed session in order to determine whether defendant(s) has/have been proven guilty in accordance with the appropriate standard of proof as set forth hereinafter.

**14.10.2.12** When the Committee's decision is that the defendant(s) is/are guilty as charged, it may, at its sole discretion, impose a fine and/or a penalty.

**14.10.2.12.1** A fine is defined for this purpose, as monetary in nature, and may not exceed one hundred dollars (\$100) per day for each day more than five (5) days following the Committee's decision, as allowed by NC G.S. 47F-3-107.1

**14.10.2.12.2** A penalty, as defined for this purpose, is suspension of privileges, including use of amenities, for up to one (1) year.

**14.10.2.13** The decision by the majority of Committee members present at a meeting where a quorum exists shall be the decision of the Committee.

**14.10.2.13.1** No Committee member who was absent for the presentation of the matter to the Committee shall be allowed to vote on the existence or non-existence of the alleged violation.

**14.10.2.13.2** The vote of the Committee on an alleged violation shall be by written ballot of the Committee members then present and eligible to vote on the matter.

**14.10.2.13.3** Nothing herein shall require that the Committee render an immediate decision. The Committee may, at its sole discretion, continue the case to request and obtain additional evidence or for any other reasonable purpose.

**14.10.2.14** The Committee shall render its decision within fourteen (14) days from the date the last evidence was presented or the last testimony was given to the Committee in meeting, whichever is later.

**14.10.2.14.1** Should new evidence be submitted to the Committee by either party during the fourteen (14) days and before the Committee's decision has been made, the Committee, at its sole discretion, shall decide to accept or reject such evidence.

**14.10.2.14.2** Should the Committee accept such evidence, it shall continue the case.

**14.10.2.15** A "not guilty" decision shall be communicated to both parties orally or by e-mail within twenty-four (24) hours of the decision.

**14.10.2.16** A "guilty" decision and any fine and/or penalty imposed shall be communicated orally and by e-mail to both parties within twenty-four (24) hours of the decision. The guilty party shall be informed at that time.

**14.10.2.16.1** Any imposed fine begins on the sixth (6<sup>th</sup>) day following the decision and may continue until the violation(s) is/are corrected to the satisfaction of the plaintiff(s).

**14.10.2.16.2** Any imposed penalty begins on the day following the decision and continues until the violation(s) is/are corrected.

**14.10.2.17** In addition, all information required under 14.10.2.16 shall be communicated to the guilty party by certified mail signed by the Committee Chairperson for the Committee within five (5) days of the decision.

**14.10.2.18** The Committee, at its sole discretion, may make public all information regarding a case and its decision.

#### **14.11 REPEAT VIOLATION**

Having been found guilty and fined and/or penalized for a violation of an Association rule, regulation or covenant, for additional identical violation occurring within two (2) years of the Committee's initial decision, an additional fine and/or penalty is automatic without recourse to the Judicial Procedure (14.10).

##### **14.11.1 RIGHT TO APPEAL:**

Having been properly informed of the Committee's decision, the guilty party may appeal to the Board of Directors.

**14.11.2** An appeal to the Board must be by certified mail and be received by the Board within fifteen (15) days of the Committee's decision.

#### **14.12 ENFORCEMENT OF FINES AND PENALTIES**

**14.12.1** The Board shall have the right to seek enforcement of any fine or penalty imposed by the Committee in any appropriate Moore County court of jurisdiction and to take all other measures required.

**14.12.2** Any fine may be enforced by the Board by placing a lien on the property of the violator and if not paid within thirty (30) days, interest on the amount of the fine may be charged at the maximum legal rate and shall be collectible by foreclosure of the lien along with all relevant costs including reasonable attorney's fees (N.C. G.S. 47F-3-116).

#### **14.13 REMOVAL, RESIGNATION AND REPLACEMENT**

**14.13.1** The Board may remove any Committee member, at any time, with or without cause, pursuant to Section 6.10.2.11 of the By-Laws of the Association.

**14.13.2** Vacancies caused by removal, resignation, or other causes will be filled by the Board within thirty (30) days.

#### **14.14 BURDEN OF PROOF FOR FINDING OF VIOLATION**

In order to hold that a defendant has committed a violation, the Committee shall first be required to determine that the plaintiff has proven, by a preponderance of the evidence, that the alleged offense was committed. If, after hearing the matter, the Committee determines that the plaintiff has failed to prove, by a preponderance of the evidence, that the alleged offense was, in fact, committed by the defendant, the Committee must render a decision in favor of the defendant.

**14.15 COMMITTEE OF THE BOARD**

The Committee shall, in all respects, be a committee of the Board and shall operate under the authority and direction of the Board.

**14.16 NO REQUIREMENT OF ACTION**

Nothing herein shall be construed to place any duty upon either the Committee or the Board to take any action whatsoever.

**14.17 COMMITTEE NOT EXCLUSIVE REMEDY OF BOARD OF DIRECTORS**

Nothing herein shall be construed to prohibit the Association, its Board, officers, or agents from seeking redress from a court of competent jurisdiction without first having submitted the matter to the Committee. The decision regarding whether to seek redress within the framework established herein or to pursue any matter in a court of competent jurisdiction shall be solely at the discretion of the Board.

**14.18 INDEMNIFICATION OF COMMITTEE MEMBERS**

The Association shall indemnify and hold harmless members of the Committee for acts taken within the scope of their authority as members of the Judicial Committee. The indemnity and agreement to hold harmless shall apply to actions brought by members of the Association, the Association itself, or any person, firm, or entity whatsoever as a result of the Committee member's actions as a member of the Committee.

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<b>Noise, disturbance causing</b>	<b>4.2</b>	<b>9</b>
<b>North Clubhouse Reservation Procedures</b>	<b>7.2</b>	<b>17</b>
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<b>Parking, permanent</b>	<b>3.2</b>	<b>7</b>
<b>Parking, recreational vehicle, guests</b>	<b>5.1.6</b>	<b>12</b>
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<b>Pets, collar identification</b>	<b>5.2.4</b>	<b>13</b>
<b>Pets, maintained for commercial purposes</b>	<b>5.2.2</b>	<b>13</b>
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<b>Resident Identification, proof of</b>	<b>2.7</b>	<b>6</b>
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