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# RULES & REGULATIONS of the SEVEN LAKES LANDOWNERS ASSOCIATION

(Supersedes all prior versions)

## 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 **Articles** mean the Articles of Incorporation (Charter) of the Seven Lakes Landowners' Association, including Amendments thereto.
- 1.2 **Association** means the Seven Lakes Landowners' Association, a North Carolina not-for-profit corporation.
- 1.3 **Board** means the Board of Directors of the Seven Lakes Landowners' Association.
- 1.4 **By-Laws** mean the By-Laws of the Seven Lakes Landowners' Association.
- 1.5 **Closed Sessions:** (See Closed Meeting).
- 1.6 **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.
- 1.7 **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.
- 1.8 **Covenants** mean the Declaration of Restrictive Covenants for Seven Lakes to which all of the Lots and Parcels in the Development are subject to, and recorded in the State of North Carolina, County of Moore, as listed below:

### DEEDS, PAGE NUMBERS

North Side	Book 367, Page 537
	Book 370, Page 90
	Book 383, Page 543
	Book 411, Page 160
	Book 416, Page 344
	Book 416, Page 349
South Side	Book 647, Page 519
	Book 399, Page 523
	Book 400, Page 800
	Book 418, Page 191
Townhouses	Book 647, Page 555
	Book 442, Page 302
	Book 647, Page 531
Ramapo	Book 647, Page 555
	Book 490, Page 469
	Book 647, Page 519

- 1.9 **Declarant** means Seven Lakes Development Company, its successors and assigns.
- 1.10 **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.
- 1.11 **Developer** means Seven Lakes Development Company and Lakeview Construction Company, their successors and assigns.
- 1.12 **Development** means Seven Lakes as defined in the Covenants.
- 1.13 **Dues** means Annual Assessments charged to members.

- 1.14 **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.
- 1.15 **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.
- 1.16 **Improved Lot** means any lot with improvements constructed thereon.
- 1.17 **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.
- 1.18 **In Arrears** means the condition of an account when, at any time during the year, there is indebtedness that is NOT current.
- 1.19 **Judicial Committee** means 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. Refer to Section 14 – The Judicial Committee for more details.
- 1.20 **Lot** means any numbered lot designated on the plat.
- 1.21 **Member** means:
- 1.21.1 **Member** means: Individuals who are legally married at the time they acquired title to the property are co-owners regardless of whether or not both spouses are named on the deed and both are members of the Association. If the parties were not married when the property was acquired, the party whose name is on the deed is a member and the other spouse is not. The spouse not named on the deed may become a member after having his/her name added to the deed.
- 1.21.2 **Affiliate Member** means: The spouse (not named on the deed) and children of a member who reside at the same principal residence of a member.
- 1.22 **Owner** means the same as “Member”.
- 1.23 **Parcel** means any named, lettered tract shown on the plat.
- 1.24 **Plat** means the maps or plats of Seven Lakes as defined in the Covenants.
- 1.25 **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.
- 1.26 **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.
- 1.27 **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.
- 1.28 **Closed Meeting** means Board deliberations not open to the public.
- 1.29 **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 Any individual entering the Community is subject to the Covenants, the Articles, the By-Laws, the Rules and Regulations, the published assessments and/or penalties and any other requirements as established by the Board for violations thereof. 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.
- 2.2 Members and Affiliate Members: Only members, affiliate members, renters and/or those provided for in contracts with the Association will be admitted to the Community without prior approval of the appropriate owner and/or an authorized representative of the Association.

- 2.3 Guests and Visitors: Guests and other visitors will be allowed admission only if confirmed to the Association by member, affiliate member (over the age of 18), or authorized representative of the member. Email or telephone confirmation from the Owner may be requested by the Association or Security.
- 2.4 Renters and others occupying a house while the homeowner is not on the property must register with the SLLA Office.
- 2.5 Contractors and their employees will be allowed admission in accordance with the procedures established by the Board; however, they will not be allowed the use of any amenities.
  - 2.5.1 Personnel (included but not limited to: new home contractors, remodeling contractors, landscapers, plumbers, carpenters, electricians, painters, roofers, etc.) may work from 8:00 am to 7:00 pm Monday – Saturday.
  - 2.5.2 No work is to be done on Sundays or Holidays (New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day).
  - 2.5.3 “Quiet” inside work (painting, electrical, plumbing work, etc.) on existing homes, may be done at any time.
  - 2.5.4 Emergency work may be done at any time.
  - 2.5.5 Lot owners and residents may work on their own properties at any time.”
- 2.6 Renters in good standing may purchase barcodes or obtain a 30 day hanging pass. Renters not in good standing may obtain a 30 day hanging pass at the SLLA Office. The front gate staff may issue a two (2) week pass.
- 2.7 Barcodes are issued to residents only if the resident is in good standing and will be deactivated if the resident’s account is 30 days in arrears.
  - 2.7.1 Each Owner can only sponsor 2 barcodes per lot.
  - 2.7.2 30-day hang tags will only be issued to members, affiliate members and renters. Guest are not allowed a 30-day hangtag.
- 2.8 Commercially operated “resident-owned” tractor-trailer combinations are prohibited from entering Seven Lakes under any circumstances except for commercial pickup and delivery purposes.

### **Section 3.0 USE OF THE ROADS**

All persons using the roads within the Community do so at their own risk and are subject to the SLLA 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.

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.

North Carolina General Statute, Chapter 20, shall apply to use of SLLA Community owned roads. House Bill 339, dated March 13, 1995, as amended applies. The following additional rules and regulations also apply:

- 3.1 The maximum permissible speed on the roads within the Seven Lakes Landowners Association is twenty-five (25) miles per hour.
- 3.2 No permanent parking is permitted within four (4) feet of the paved surface of any road. 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.
- 3.3 No vehicles are allowed in the common areas other than designated parking spaces without approval from the SLLA office.
- 3.4 Motorcycles shall have current license and inspection sticker and may be operated only on the roads and driveways.
- 3.5 Mopeds, motorized bicycles, mini-motorcycles, motorized scooters, and similar vehicles must be equipped and operated consistent with the provisions of the North Carolina General Statutes and licensed accordingly.
  - 3.5.1 Bicycles shall be equipped with the most recently approved safety devices, including a front and rear light if ridden after sunset.

- 3.6 No internal combustion engine ATVs, Go Carts, or similar recreational vehicles may be operated on roads, common areas, or private property, or elsewhere within the community. Battery- operated riding toys are restricted to private property use only.
- 3.7 Golf carts (electric or gasoline) are allowed on Community roads in accordance with the terms of House Bill 1686, dated August 19, 2002, and subject to the following provisions:
  - 3.7.1 All golf carts, excepting Seven Lakes Golf Club golf carts, must be registered with the landowners' Association annually, fees will be assessed at the current fee schedule. Newly purchased golf carts must be registered within 15 days of purchase. Annual SLLA stickers will be visible from the front of the golf cart; on the driver's side windshield. If the golf cart does not have a windshield the sticker must be placed so it is visible from the front of the golf cart.
  - 3.7.2 All golf carts must be operated by licensed drivers.
  - 3.7.3 Owners must obtain, and keep current, liability insurance on their golf carts.
  - 3.7.4 Golf carts may be operated during daylight hours only, unless they are equipped with headlights and tail lights.
  - 3.7.5 Golf carts shall be operated in a safe manner, and all passengers shall be seated at all times. No person will be towed behind a golf cart.
- 3.8 Vehicle accidents will be reported to the NC Highway Patrol and Security.
- 3.9 Violations of the above Rules and Regulations may result in the violator 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. Threatening or abusive language to any SLLA employee, volunteer, or contractor shall be considered an offensive activity.
- 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.
- 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.
  - 4.6.1 Fire Pits are not allowed unless approved by ARB.
- 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 SLLA Office on standard forms available in the Landowners' Office or online.
- 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 is allowed only on private property or the basketball courts when not in use. 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 roads, common areas, or private property, or elsewhere within the community. Battery- operated riding toys are restricted to private property use only. (See also section 3.6)
- 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 3:00 am – 8:00 am.
- 4.17 No person or persons shall mar, damage, deface, or injure any property owned, leased, or controlled by the Seven Lakes Landowners Association.

## **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 does not increase the normal flow of motorized or pedestrian traffic into or out of the dwelling or the Community.
- 5.1.1.1 No commercial vehicle used in conjunction with the Owner’s/renter’s office, studio or other business, may be parked on an Owner’s/renter’s lot, or on a road or road right-of- way at such lot, except for loading and unloading or other temporary needs. No commercial vehicles, as described herein, shall be parked or stored on any other private property, road or road right-of- way within Seven Lakes, unless currently working on a construction project at that property. The commercial classification includes, but is not limited to, construction vehicles or machinery, landscaping equipment, trailers, vans and/or 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.
- 5.1.1.3 It is acceptable for homeowners to store one boat trailer, with or without boat, up to two golf carts, and one utility trailer on their property under the following conditions:
- 5.1.1.3.1 The golf cart(s), 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.
  - The use of a brightly colored tarpaulin to cover a boat or trailers should be avoided is not allowed.
- 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 and/or the street number may be placed on the property. Such signs may not be larger than three (3) square feet, and it is recommended that letters and numbers should be no more than three (3) inches high.

- 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 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. Failure to do so may result in maintenance of said lot by Seven Lakes Landowners Association at Owner's expense.
- 5.1.4 No fuel storage tanks shall be installed on any lot unless placed below the surface of the ground or screened per **5.1.9** of the Rules and Regulations of the Seven Lakes Landowners Association.
- 5.1.5 No campers, RV's, ATV's, or other motorized recreational vehicles and associated trailers, may be parked or stored outside on any lot. Owners and Renters may park their campers and recreational vehicles outside their homes for loading, unloading, cleaning, and maintenance with prior notification for a period not to exceed forty-eight (48) consecutive hours, extendable only with the explicit approval of the Community Manager or their 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.
- 5.1.8.1 Vehicles are to be parked only on driveways or approved parking areas with exception of First Responder vehicles or with prior consent of the Community Manager.
- 5.1.9 All clotheslines, equipment, propane or oil tanks, and garbage containers, shall be kept screened by adequate evergreen planting or fencing not to exceed six (6) feet in height, or as approved by ARB, 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 6 PM the following day.
- 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' x 16'; and the PODS MUST be removed after fourteen (14) days.
- 5.1.11 Any vehicle without current valid state registration and tags must be garaged or under carport. Violators will have 14 days to comply.
- 5.1.12 **RAISED GARDENS**  
Raised vegetable gardens may not be in the front elevation of the home.
- 5.1.13 **OPEN HOUSE / YARD SALES / ESTATE SALES**
- 5.1.13.1 Residents may hold Estate, Garage, or Yard sales as needed, but it cannot constitute running a business. Any household having more than four (4) garage sales in a calendar year shall be deemed as running a business.
- 5.1.13.2 Sales may be held between 8:00 am to 4:00 pm on Monday through Saturday, and/or 12:00 pm to 4:00 pm Sunday.
- 5.1.13.3 Resident who owns the property must call the gate to let them know the specific date(s) and times of the event.
- 5.1.13.4 A sign for the event may be placed along Seven Lakes Drive but it should be at least 50 yards from the entrance.
- 5.1.13.5 Owner or real estate agent must give the gate guards maps, directions, or flyers. The security officers are not allowed to give directions. When the maps, directions, or flyers run out, no one else will be allowed in for this event.

5.1.13.6 You are allowed to have balloons on the turning points, but they must be removed within four (4) hours after the event has completed.

5.1.13.7 Any items displayed for sale in the yard must be removed prior to sunset on the last day of the sale

#### 5.1.14 YARD ART

Yard art must be tastefully displayed and not a distraction to drivers and / or neighbors. Yard art that is deemed unacceptable by the Board of Directors, ARB or the Community Standards Committee will be addressed on an individual basis.

5.1.15 **Penalties:** Upon identification of a violation from a member of the community standards committee, member of the Board of Directors, visual inspection, or filing of complaint; within **two** business days, Seven Lakes Landowners' Association management shall notify the owner/renter of the alleged violation. The Owner shall have a reasonable amount of time (generally between 5 and 14 days) to correct the violation before referral to the Judicial Committee.

### 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 may 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.

5.2.4 **Collar and identification.** All dogs 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 should 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 by suitable means. The owner or custodian of any pet 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 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.

5.2.11 **Rabies Vaccination:** Owners are responsible for having their animals properly identified 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 Moore County Sheriff's office and the Moore County Animal Control Office. This also must be reported to Seven Lakes Landowners 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 as set forth in the current fees schedule.
- 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 Renters and others occupying a house while the homeowner is not on the property must register with the SLLA office.
- 5.3.3 If the guests or tenants are authorized to use the various facilities and amenities of the Association to which the Owner is entitled, the guest, tenant, or owner must pay the required use fees, as established by the Board. The owner will be responsible for giving keys/access cards to the tenant. ordering replacement keys, locks or access cards and paying for these replacements shall be the responsibility of the Owner.
- 5.3.4 The Owner shall be responsible for any unpaid penalties levied against the user of his/her property, whether said user is his/her parent, child, guest, tenant, or other visitor. Owners who rent or lease their property will be charged an annual tenant administration fee for each long term tenant (30 days or longer).
- 5.3.5 Written, email, telephone, facsimile or personal representation notice shall be given to 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 encouraged by the Association to evict the guest or renter for violation(s). In the event an Owner cannot be located, the Association shall provide notice to the Tenant, and this shall be deemed the same as notifying the Owner.
- 5.3.6 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.
- 5.4 **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**

- 6.1 These 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.
- 6.2 Any member in good standing is eligible to use the SLLA facilities and amenities. A member in good standing is able to designate their right to use the facilities and amenities to an Affiliate member or Tenant.
- 6.3 Anyone using the facilities and amenities of the Association may be required to show proper identification as required by the Association prior to using the facilities and amenities. Landowner/renter is to be with guest/visitor.
- 6.4 Fees for the use of the facilities and amenities will be determined by the Board and must be paid to the Association or its representative prior to use of the facilities and amenities. Fees and procedures are set by, and may be modified by, the Board of Directors.

- 6.5 The Association will not, under any circumstances, be responsible for damage, theft, or loss of articles belong to any individual while on SLLA property.
- 6.6 All emergencies and accidents will be reported to Security or the Seven Lakes Landowner's Office as soon as possible after the appropriate emergency unit has been contacted.
- 6.7 Members are responsible for compliance with the Declaration, the By-Laws, and the Rules and Regulations by their designees and are responsible for any injuries, accidents, and/or damage resulting from activities of their designees.
- 6.8 Any damage or destruction of any property owned or leased by the Association caused by a Member, or their designee, will be repaired or replaced at the expense of that Member.
- 6.9 The schedule of operation and the opening and closing hours for the use of the facilities and amenities will be published by the Community Manager's Office for each season and will be posted by the Association.
- 6.10 The use of the facilities and amenities by large groups must be approved in advance by the Community Manager and will not be scheduled to conflict with the privileges of other members or groups of members.
- 6.11 Short-term rules may be made by the Community Manager for special occasions, and will apply to all Members, Affiliate Members, families, guests and tenants. The Community Manager must notify the Board in person or in writing within 24 hours of making any short-term rule.

## **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 Residents of Seven Lakes, in good standing, may reserve facilities for their private use with approval of the Community Manager or their designee.
- 7.2.2 A reservation form, available at the SLLA Office or online, needs to be completed at least two (2) weeks before the scheduled event. A rental fee and cleanup deposit are required. Events extending beyond 11:00 pm will require the Community Manager's approval. The person making the reservation must sign and adhere to the General Rules and Regulations as stipulated in the Rental Agreement Form.
- 7.2.3 The sponsoring group/individual is responsible for any damage to the facility and/or equipment and must ensure the physical presence of an adult authorized by the Community Manager's Office to oversee all activities.
- 7.2.4 Rental of the North Club House (NCH), the Community Activity Center (CAC), and the Game Room (GR) includes only these facilities unless other arrangements have been approved by the SLLA Office. Rental of the North Club House does not include the upper patio or the pool and deck area. The sponsoring group/individual assumes all liability for those using the upper patio and the pool or deck area.
- 7.2.5 No glass objects are allowed outside of the NCH.
- 7.2.6 The playing of music outside and/or the use of audio equipment requires approval from the Community Manager's Office. Music and other sounds must not cause a disturbance to others and music must cease by 10:00 pm.
- 7.2.7 Each user is responsible for setting up the furniture and using the fixtures and supplies in an appropriate manner. The facility must be cleaned, and all furniture, fixtures and supplies returned to their original location immediately following the conclusion of the activity or event. The Community Manager will determine if the clean-up deposit will be returned or forfeited.

## 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 is 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. Pet 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.
- 8.1.13 Fishing is prohibited in swimming areas.

### 8.2 FISHING REGULATIONS

- 8.2.1 Those eligible to fish in the community are Members, Renters, and Affiliate members, all of whom must be in good standing. Landowners/Renters are responsible for their guests/visitors, and must be present.
- 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** – between 12 and 16 inches in length must be kept. All larger and smaller Bass, with the exception of one (1) trophy fish 20 inches or greater, must be returned to the lake.
  - **Fish Creel** - limit - 5
  - **Sunfish** – No size limit – No creel limit
  - **Crappie** – 8 inch size limit minimum – No creel limit
  - **Carp** - All carp must be released (carp are introduced to control evasive aquatic vegetation and should not be removed from the lakes)

**Nongame Fish** - No size limit – defined as a fish with no food or recreational value such as suckers and pickerel fish.

### 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.
- 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.

8.3.4 Swimming to moored boats or buoys is prohibited. This includes (but is not restricted to) boats in the marina as well as marker buoys.

## 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, general courtesy, and compliance with SLLA Boating Rules by all 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.

8.4.1.2.1 Every boat, powered or non-powered, must have a Personal Floatation 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. Headlights may only be used during docking.

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

8.4.1.3 The maximum speed limit when operating outside of the Sequoia ski area, within 150 ft. of shore, or exiting the NO WAKE buoys in the direction of the Sequoia Island, towards the opposite end of the lake from the dam, or after sunset is **5 mph**.

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

8.4.1.5 Littering will not be tolerated.

### 8.4.2 PERMITS

8.4.2.1 Every **powerboat** within Seven Lakes is required to be registered with the Landowners' Association. No unregistered powerboats will be allowed through SLLA gates. A powerboat is defined as any boat with an internal combustion engine and/or electric motor. Exceptions may be granted in writing by the Community Manager for Members who own a non-SLLA compliant boat which the member wishes to store on his property, for newly purchased boats, which are not yet insured, or for guests who are towing a powerboat. However, the boats granted exceptions are NOT permitted to launch into any of the association lakes. Exception slips are required to be shown to the gate guard in order to gain entry to Seven Lakes. Any resident who launches or allows to be launched a powerboat that was admitted into Seven Lakes with an exception will forfeit their right to any further exceptions and will be referred to the Judicial Committee for sanctions.

8.4.2.2 Powerboat owners are required to register their powerboat(s) annually. Only Members in good standing and AFTER successfully passing the SLLA Boater Quiz with 100% will be issued new stickers. Once a powerboat is properly registered, a pair of stickers will be issued by the Landowners' office.

8.4.2.3 Stickers will be issued only to lot owners or long-term renters and only for powerboats owned by said lot owners or long-term renters. Landowners and long term renters must furnish proof of ownership for all powerboats and trailers as a precondition of registration.

8.4.2.4 Liability insurance is required on all powerboats. Proof of insurance will be required to obtain registration stickers.

8.4.2.5 No more than two powerboats may be registered to a lot with a house on it. The boat registrant must be the lot owner or a long-term renter. No more than one powerboat may be registered to a lot without a house on it.

8.4.2.6 Registration fees are due by May 15th each year. Newly purchased boats must be registered within 15 days of purchase. Fees will be assessed at the current fee schedule.

8.4.2.7 Stickers are required to be affixed to both the port and starboard sides of the boat either on the rear side panels or on the side windshields, if available. Stickers affixed to the rear side panels should not be hidden by any boat cover that is used. Expired stickers should either be removed or covered by new stickers.

- 8.4.2.8 Powerboat owners will be provided with a copy of our current boating rules and regulations at time of registration.
- 8.4.2.9 Powerboat owners will sign a SLLA acknowledgement form agreeing the rules have been read and that compliance with all boating rules and regulations of SLLA is mandatory. The boat owner will also acknowledge operation of said powerboat on any SLLA Lake is the sole responsibility of the boat owner, regardless of who is operating the boat at the time of the violation and that any violation of SLLA Boating Rules and Regulations may result in the boat owners being cited and taken before the Judicial Committee. The Judicial Committee has the right to fine the boat owner and / or suspend boating privileges.
- 8.4.2.10 No homemade float boats may be registered.
- 8.4.2.11 Any unregistered powerboat operating on any lake will be ordered to be removed immediately from the lake by SLLA Security or other person designated by the Board of Directors. Lot owners operating or allowing guest to operate unregistered powerboats may be subject to action by the Judicial Committee.
- 8.4.2.12 Boat owners shall remove and destroy their sticker when a boat is sold.
- 8.4.2.13 All boat trailers stored on SLLA property, whether at the boat storage facility or at the debris dump site, must be registered at the Landowners' office annually. The fees for registering a trailer are assessed at the current fee schedule, and are due by May 15<sup>th</sup> each year. Once a trailer is properly registered a sticker will be issued by the Landowners' office and the sticker must be affixed to the trailer.
- 8.4.3 **SIZE and HORSEPOWER of BOATS**
  - 8.4.3.1 Jet skis, personal watercraft (PWC), jet boats less than 16 feet in length, air boats, hovercraft and floatplanes are not 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 No outboard or inboard motor shall exceed the manufacturer's horsepower rating for that particular boat.
  - 8.4.3.4 The maximum powerboat length on Lake Sequoia is 23'0" and the maximum powerboat length on Lake Echo is 18'0". The maximum pontoon boat length on Lake Echo is 20'0". Boat length is defined by the boat manufacturer, as listed on the boat registration or insurance certificate. 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 The maximum speed limit is 35 MPH during the day and 5 MPH after sunset.
  - 8.4.4.2 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.
  - 8.4.4.3 The Seven Lakes Security 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.
  - 8.4.4.4 No person shall operate any motorboat or vessel, or manipulate any water skis, wakeboard or similar device in a reckless or negligent manner so as to endanger the life, limb or property of another person.
  - 8.4.4.5 All powerboats are required to travel in a counter-clockwise direction when operating within the designated skiing/tubing area on Lake Sequoia.
  - 8.4.4.6 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.
  - 8.4.4.7 No boats shall enter a designated swimming area at any time.
  - 8.4.4.8 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.
  - 8.4.4.9 Failure to stop when requested to do so by SLLA Security or other person operating with authority and jurisdiction of SLLA, while operating a boat on any SLLA Lake is prohibited.

- 8.4.4.10 Any person born after January 1, 1988 must successfully complete a National Association of State Boating Law Administrators approved boating education course before operating any vessel propelled by a motor of 10 HP or greater. People over 12 may operate a vessel under onboard direct supervision of a person who is at least 18 years of age and who meets the requirements of this section. Younger children may operate non-power craft, which includes sail craft.
- 8.4.4.11 No person shall operate any powerboat or vessel, or manipulate any water skis, wakeboard or similar device while under the influence of an impairing substance.
- 8.4.4.12 The curfew prohibiting the use of SLLA common areas after 10:00 PM applies to all of the lakes.
- 8.4.4.13 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.
- 8.4.4.14 Damaging, running into, skiing or wakeboarding around, hanging on, dunking, tying up any vessel to, or otherwise disturbing any Seven Lakes buoy is strictly prohibited.
- 8.4.4.15 Weighting down a power boat by filling ballast tanks, or water sacs, or weights, or excessive passengers (beyond capacity plate), or use of wake enhancing devices such as, but not limited to, wedges or surf gates is not permitted.
- 8.4.5 WATERSKIING, WAKEBOARDING, KNEEBOARDING, TUBING, etc.
  - 8.4.5.1 All skiers, tubers, etc. must wear personal flotation devices.
  - 8.4.5.2 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.
  - 8.4.5.3 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.
  - 8.4.5.4 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 nor be shorter than 30 feet. Short ski ropes or no ski ropes are allowed with a boom from the side of the boat for the purposes of training. Otherwise, there must be a ski rope or line connecting the skier, tuber, boarder, etc., to the boat until termination of the ride.
  - 8.4.5.5 Skiing, wakeboarding, tubing, etc. is allowed between 7:00 A.M. and sunset.
  - 8.4.5.6 There will be a maximum of six boats pulling water skiers/kneeboarders/other flotation 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 and other non-power boats, which may be using the lakes along the specified limits for boats pulling skiers, etc.
  - 8.4.5.7 No airborne device may be pulled by a boat on our lakes.
  - 8.4.5.8 No private marker buoy shall be placed more than 20 feet from the shoreline.
  - 8.4.5.9 Wake surfing is not permitted – refer to Rule 8.4.4.15.
- 8.5 BOAT SLIPS AT SEQUOIA POINT
  - 8.5.1 Leasing of Slips - Slips shall be leased exclusively to Community Land Owners who are in good standing in the SLLA. There will be only **one** slip per Landowner regardless of the number of lots owned by said landowner. When a slip is leased, there will be a one year grace period to place an operable vessel in the slip. If after **one** year, an operable vessel is not placed in the leased slip, the lessee will lose the privilege to that slip, and the next applicant on the slip waiting list will be selected. Lessees will be required to execute a BOAT SLIP Lease form with the SLLA office. Sub Leasing 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 when one becomes available. **If you refuse to take the slip, your name will be dropped from the list.**
  - 8.5.3 **Lease Fees**  
Fees are set by the SLLA Board of Directors, payable **May 1st**. To lease a Sequoia boat slip, the lessee must sign the lease agreement form and pay in full the annual lease fee. If payment is not received by May 15, the next applicant on the slip waiting list will be selected.
  - 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 Alcoholic beverages are not allowed.
- 9.1.2 No glass objects are allowed.
- 9.1.3 Pets are not allowed.
- 9.1.4 All swimmers must shower before entering the pool.
- 9.1.5 Only appropriate swimming attire is allowed in the pool area.
- 9.1.6 All posted pool rules are to be obeyed and will be enforced by attendants on duty.
- 9.1.7 Flotation devices are allowed only during un-crowded conditions as approved by the attendant on duty.
- 9.1.8 All pool games must be approved by the attendant on duty.
- 9.1.9 All trash must be placed in trash containers.
- 9.1.10 There will be no running on the pool deck.
- 9.1.11 All persons who are incontinent (including non-potty trained children) are required to wear swim diapers and plastic pants with tight fitted legs over the swim diaper and are limited to the use of the kiddie pool.
- 9.1.12 No water squirting devices are allowed.
- 9.1.13 Use of the pool and the pool area is at the user's risk.
- 9.1.14 No smoking is allowed.

### **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 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. Violations of pool rules and regulations and failure to leave the pool if requested will result in the immediate temporary loss of pool privileges by child, adult or adult supervisor, subject to review by the Judicial Committee or Board of Directors within 48 hrs.

### **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 pool cards for entry to the pool area. A maximum of 5 guests per family will be allowed at any one time without prior approval.
- 9.4.2 Children under thirteen (13) years of age will not be allowed to enter the pool area without a parent/guardian or child supervisor who must be at least 16 years of age. The parent/guardian must provide written approved authorization prior to / or at the time of entry to the pool area.
- 9.4.3 No child is allowed in the kiddie pool area without their parent/approved supervisor present in that area.

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

### **10.1 GENERAL**

- 10.1.1 Tennis courts are available to participants to play on at their own risk.
- 10.1.2 Visitor/guest may play when accompanied by landowner/renter.
- 10.1.3 Time of use and tournament play:
  - 10.1.3.1 Street shoes are not allowed on tennis courts at any time.
  - 10.1.3.2 Singles - Play is restricted to one hour when others are waiting.
  - 10.1.3.3 Doubles - Play is restricted to one and one-half hours when others are waiting.
  - 10.1.3.4 Only one court may be used by a single-family membership at one time when others are waiting.
  - 10.1.3.5 During tournaments, the Recreation Director has the right to schedule tournament matches on all available courts for the duration of the tournament.
  - 10.1.3.6 During any play, singles, doubles, or tournament, only the players engaged in the match or matches are allowed on the surface of the courts.
  - 10.1.3.7 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.
  - 10.1.3.8 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.
  - 10.1.3.9 Smoking, beverages, cans, glass, and food items shall not be permitted on the tennis courts surface at any time.
  - 10.1.3.10 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.
  - 10.1.3.11 No pets are allowed within the fenced area.
  - 10.1.3.12 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.
- 11.1.3 Visitors/guest may ride when signed in by landowner/renter.
- 11.1.4 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.
- 11.1.5 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 authorized and directed by stable personnel.
- 11.1.6 If the temperature is 90 degrees or above or 40 degrees or below, rides will be cancelled. All rides during inclement weather are at the discretion of the Stable Manager.
- 11.1.7 All riders, guests, and visitors are required to follow the instructions and directions of the stable personnel. Failure to comply with the requests of the stable personnel will result in the forfeiting of a ride, lesson, fees paid, etc. and the rider will be asked to leave the stable and barn area immediately.
- 11.1.8 Implementation of stable policies shall be at the discretion of the Stable Manager.
- 11.1.9 Stable hours are varied by the season and are set at the discretion of the Stable Manager.

### **11.2 TRAIL RIDES**

- 11.2.1 Riders must arrive 10 minutes prior to their scheduled trail ride. If trail riders are over 10 minutes late, the ride may be cancelled.
- 11.2.2 All trail rides require a minimum of two riders and no more than five riders. Rides shall be supervised by authorized personnel and take place only on designated trails.
- 11.2.3 The minimum age is eight (8) years for participants in trail rides.

- 11.2.4 Under no circumstances are participants allowed to ride double. This includes a parent or any other person.
- 11.3 CONDUCT
  - 11.3.1 There shall be no abusive language or conduct in the stable area.
  - 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 illegal 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 No cell phones allowed on trail or pony rides except for the SLLA stable personnel for emergency purposes.
  - 11.3.7 No running, rowdiness or loud noises are allowed in the stable area.
  - 11.3.8 Smoking is only allowed in the designated area, and is not allowed in the barn, stalls, feed room, or hay barn.
  - 11.3.9 Individuals shall not sit on or climb over gates and fences.
- 11.4 BARN ACTIVITIES
  - 11.4.1 Close-toed shoes must be worn at all times in barn areas; No sandals or bare feet are allowed.
  - 11.4.2 All trash must be placed in containers.
  - 11.4.3 All stable equipment must be returned.
  - 11.4.4 There shall be no riding in the barn hallway.
  - 11.4.5 All people in the barn are to be supervised BY stable personnel. No person shall be in the stable area unless stable personnel are present.
  - 11.4.6 The office and tack area are off limits except for signing up for trail rides or for conducting other business approved by stable personnel.
- 11.5 RIDING
  - 11.5.1 Helmets must be worn by all riders, and will be provided by the stable if the rider does not furnish their own. If a rider provides their own helmet, it must be approved by stable personnel before use.
  - 11.5.2 Proper footwear is required while riding. Sandals and bare feet are not allowed.
  - 11.5.3 There shall be no racing or extreme speed.
  - 11.5.4 Riding in the ring is allowed with permission and supervision of stable personnel if walking. In order to trot or canter in the ring, the rider must pass a competency test to be administered by the stable personnel.
  - 11.5.5 There shall be no bare back riding without the permission of the stable personnel.
  - 11.5.6 Inexperienced child riders must be accompanied and led by an adult in the designated pasture areas.
  - 11.5.7 Horses must always be walked to the barn.
  - 11.5.8 Pony rides are walk only.
  - 11.5.9 The jumping program is approved by the Board of Directors and managed by the Stable Manager.
- 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 There shall be no abuse of any horse or pony.
  - 11.6.3 Horses may not be left unattended.
  - 11.6.4 All treats for horses must be approved by stable personnel, and may be given under supervision of stable personnel.
  - 11.6.5 No horse, pony, or equipment shall leave the stable controlled areas without the permission of the Stable Manager.
  - 11.6.6 Horses or ponies may be removed from Seven Lakes Community for intra-state horse shows. Horse show schedules must be approved by the Board of Directors prior to participating in such activities.
- 11.7 LANDOWNER PRIVATELY OWNED HORSES

- 11.7.1 Except for activities sponsored and/or authorized by Seven Lakes Landowners' Association, no privately owned horses are permitted to the stable or riding areas. Subject to prior pre-lease authorization being approved by the Board of Directors.
- 11.7.2 Privately owned horses, their owners, and their riders, while on Landowners' Association property, shall be subject to all rules and regulations established by the Landowners' Association.
- 11.7.3 Private owners shall sign a release holding the Landowners' Association blameless for loss, damage, or injury incurred while in the Community.
- 11.7.4 No guests of Landowners' may bring privately owned horses into the Community.

## **Section 12.0 YARD DEBRIS**

### **12.1 TIME OF USE OF THE FACILITY**

Times are as announced and posted occasionally in the Interlake, and on the SLLA Website.

### **12.2 GENERAL USE**

- 12.2.1 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.
- 12.2.2 Trees and trimmings must be cut to no more than five (5) foot lengths.
- 12.2.3 Debris resulting from the clearing of lots is unacceptable.

### **12.3 PENALTIES**

- 12.3.1 For disposal in the Yard Debris Disposal Facility by an unauthorized user, there shall be a fine assessed as determined by Judicial Committee, plus expeditious removal at the user's expense of all materials unloaded.
- 12.3.2 For disposal of prohibited material(s) in the Facility by an authorized user, there shall be a fine assessed as determined by Judicial Committee, plus expeditious removal at the user's expense of all prohibited material(s) unloaded.

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

### **MISSION STATEMENT**

The primary purpose of the Building Committee/Architectural Review Board is to develop and maintain a set of exterior standards for new construction and alterations to ANY existing structure. These standards are to be in compliance with The Covenants and the Rules and Regulations established by the Seven Lakes Landowners' Association.

### **13.1 STRUCTURE AND OPERATIONS OF THE ARB**

#### **13.1.1 ORGANIZATION AND RESPONSIBILITIES**

The Committee, which is also known as the Architectural Review Board (ARB), consists of an odd number of members appointed by the Seven Lakes Landowners' Association (SLLA) Board of Directors (BOD) for a term of one (1) year. The Association's Board annually designates a chairperson of the Committee; who will be a sitting member of the SLLA Board of Directors. The ARB will perform the following duties:

- 13.1.1.1 Establish design criteria, review, and approve all exterior construction or renovations for compliance with the criteria set forth in the Covenants and the Rules and Regulations.
- 13.1.1.2 Require and maintain high standards of design and quality construction.
- 13.1.1.3 Maintain an individual file with all copies of applications, design documents, permits, surveys, certificates of occupancy and all related records to the specific lot.
- 13.1.1.4 The Covenants and the Rules and Regulations assure an aesthetically pleasing design compatible for the community. The design guidelines are used by the ARB for the evaluation of the project submitted.

#### **13.1.2 MEETINGS**

- 13.1.2.1 The ARB will meet at least once a month at a time and date as set by the members. The meetings will be held in the Seven Lakes Landowners' Association Office.

### 13.1.3 OPERATIONS

- 13.1.3.1 In reaching decisions, the ARB will review and consider all information submitted, will visit the sites involved, and may consult neighbors who could be negatively impacted.
  - 13.1.3.1.1 Applicants should not select house plans that are similar to other homes in the area; similar house designs will not be approved.
  - 13.1.3.1.2 In most instances, this document sets forth the standards and guidelines, which the ARB Committee will use in making decisions. The applied standard will be determined on an individual basis.
  - 13.1.3.1.3 Decisions will be made by a majority vote of members present and communicated in writing to the requesting owner.
  - 13.1.3.1.4 A SLLA Plan Review Fee (nonrefundable) will be charged for approved new construction projects.

### 13.1.4 VARIANCES

- 13.1.4.1 The ARB may recommend reasonable variances; however all variances must be approved by the Board of Directors and must comply with Moore County guidelines. Variances will not be granted if they can be avoided.

### 13.1.5 DECISIONS

- 13.1.5.1.1 If a request has been rejected by the ARB, the homeowner/lot owner has thirty (30) calendar days from the rejection notice to submit a written appeal to the Board of Directors. The appeal packet must be submitted to the SLLA Office where it will be date stamped; if the packet does not include all required components the appeal will be dismissed. The appeal process will be limited to document review and appellant input. The Appeal Hearing may be heard in Open Session upon the landowner's request. The SLLA Board of Directors decision will be provided to the appellant, in writing, within ten (10) business days of the appeal Hearing. The SLLA Board of Directors decision is final.

## 13.2 PROJECTS REQUIRING ARB COMMITTEE APPROVAL

Projects for consideration by the ARB will be in writing, dated, and signed by the requesting owner. Each request will clearly identify the lot number, and the physical address affected by the request, and will include appropriate documentation and/or information as specified herein.

Failure to get ARB approval prior to commencing work will result in an immediate stop work order. If the work in progress and not yet completed, an ARB Miscellaneous Approval Form must be submitted detailing the project scope. The ARB must approve the project before work can restart. The ARB reserves the right to charge an Administrative Handling Fee according to the published fee schedule. If the project has been completed, or the stop order is ignored, the matter will be referred to the Judicial Committee.

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

- 13.2.1 Any exterior structure.
- 13.2.2 Construction of a new residence, structure, or alteration of a vacant lot. Any changes after the initial approval will require a new application.
- 13.2.3 Exterior improvements, alterations, additions, changes or repair of existing residences, structures, or other buildings which will alter or change exterior dimensions or appearance, including color and/or type of material.
- 13.2.4 Construction, replacement, alteration, or change of an access drive that connects to any road or street.
- 13.2.5 Construction or installation of decks, piers, ramps, bulkheads, or docks which extend into the waters, lakes or streams within the SLLA property.
- 13.2.6 Installation of fences, privacy hedges, retaining and other walls, or permanent structures of any type or kind.
- 13.2.7 Any clearing or landscaping which will alter the appearance of any property, or the flow of surface water on any lot (See Section 13.11)
- 13.2.8 Installation of exterior lights (See Section 13.15)

- 13.2.9 Irrigation systems and pumps –all above ground irrigation pumps will be concealed (covered from view). An approved Moore County permit must be included with the application.
- 13.2.10 Existing non-compliant structures such as fences, docks, decks, bulkheads, etc., may not be updated without ARB approval.

### 13.3 BUILDING CONSTRUCTION REQUIREMENTS

Contractors and/or property owners must acquaint themselves with the requirements contained in these SLLA Rules and Regulations and must meet with the ARB prior to finalizing building plans. Builders are required to provide their NC Contractor’s License number if the cost of the project exceeds \$30,000. All proposals submitted for ARB approval must be in the SLLA Office on or before the Friday preceding the scheduled meeting.

- 13.3.1 **BUILDING CONSTRUCTION:** Requires the ARB to ensure environmental compatibility, but does not charge the ARB with responsibility for construction material or standards.
- 13.3.2 **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.
- 13.3.3 **MINIMUM FLOOR AREA:**  
Each dwelling constructed will have fully enclosed heated area, exclusive of roofs, porches, terraces, or garages. A two car garage, with a minimum of 400 sq. ft. exterior dimensions, is required on all new construction.
  - North Side:  
Must be at least 1,400 sq ft, exclusive of porch area.
  - South Side:  
One story residences:  
All residences will have no less than 1,800 square feet exclusive of porch area.  
Two & three story residences:  
All two and three story homes will have no less than 2,200 square feet exclusive of porch area. No single-family dwelling will consist of more than three stories.
  - Ramapo:  
All Ramapo residences will have a minimum of 1,300 square feet ground floor or first floor heated area exclusive of porch area.
  - Townhouses:  
All Townhome residences will have a minimum of 1,300 square feet ground floor area or first floor heated area, exclusive of porch area and garage area. No single family dwelling will consists of more than two stories.
- 13.3.4 **FIELD LOCATION REQUIREMENTS** The surveyor or contractor must accurately locate, by means of stakes and strings, 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 must be similarly staked and strung. The owner/contractor is responsible for the strings (required) along property lines verifying setbacks and two (2) survey plot plans recorded with Moore County. These requirements are necessary prior to submittal to the ARB Committee for approval.
  - 13.3.4.1 **Minimum Setback Requirements:** The following minimum setback distances are prescribed by the Declaration and recorded plat. Compliance is the responsibility of the contractor and/or owner.
  - 13.3.4.2 **Road Side Setbacks:** The building or structure will be located no closer than fifty(50) feet, or as stated on plat recorded in Moore County Register of Deeds Office for the North and South Sides and thirty (30) feet for Ramapo and South Side Townhouses.
  - 13.3.4.3 **Side Setbacks:** The building structure will 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 (0) feet on one side and twenty (20) feet on the other side for the South Side Townhouses; and zero (0) feet on one side and twelve and one half (12 1/2) feet for the other side of the Ramapo Townhouses. All measurements will be taken from the outside footings.
  - 13.3.4.4 **Rear Setbacks:** The building or structure will be located no closer than twelve and one half (12 1/2) feet North Side and fifteen (15) feet South Side 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.

- 13.3.4.5 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 (15) feet.
- 13.3.4.6 Method of Measurement: These prescribed minimum setback distances will 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 is not adequately marked by monuments, the front setback will 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.
- 13.3.4.7 Special Considerations: Setback requirements for a structure to be built on an irregularly shaped lot will be considered on an individual basis.
- 13.3.5 **SITE INSPECTIONS:** The ARB or its representatives must make an initial site inspection and random inspections to ensure compliance with all rules and regulations.
- 13.3.6 **EXTERIOR CONSTRUCTION VIOLATIONS:** The ARB, and/or BOD, and/or SLLA Management will investigate and notify the contractor and/or property owner, in writing of the specific violation. Failure to take corrective action, within ten (10) business days after issuance of such notice, will subject the violator to appropriate imposable fines and sanctions.
- 13.4 **REQUIREMENTS FOR NEW CONSTRUCTION:** All proposals submitted for approval by the ARB must be in the SLLA Office on or before the Friday preceding the schedule meeting. The design or color scheme of the proposed building or structure must be in harmony with the general surroundings. All proposals must contain the following:
  - 13.4.1 One (1) application form entitled, "REQUEST FOR NEW CONSTRUCTION/ADDITIONS", complete with the information and data indicated, signed, and dated by the requesting Owner and Contractor.
  - 13.4.2 One (1) survey plot plan, recorded and pinned by a licensed surveyor, containing the following:
    - 13.4.2.1 Location of building and setback measurements including location of all easements.
    - 13.4.2.2 Location of driveway including four parking areas.
    - 13.4.2.3 Expected direction of surface water flow from driveway and roof eaves including erosion control devices.
  - 13.4.3 **SPECIFICATIONS:** One full set of plans for the proposed construction containing all of the following information and data:
    - 13.4.3.1 Foundation to 1/4" scale
    - 13.4.3.2 Floor plan to 1/4" scale
    - 13.4.3.3 Four (4) sides of elevations drawn to reflect actual appearance, to 1/4" scale
    - 13.4.3.4 A topographical map may be required in certain conditions
    - 13.4.3.5 Complete landscape plan, including tree removal.
    - 13.4.3.6 Typical wall section showing materials
    - 13.4.3.7 Windows and Doors- e-grade, manufacture type including material (wood clad, vinyl, etc)
    - 13.4.3.8 Siding: Material description, brick, Hardi-plank, stone, stucco, Vinylite, or such other material as approved by the ARB. Color palettes are to be included along with samples. The minimum required thickness for vinyl siding is .044.
    - 13.4.3.9 Roof: Material must be mildew resistant. Material description, asphalt or fiberglass shingles, vinyl shingles, cedar shakes, slate and/or metal roof. Request for a variance for the use of some other specific material will be considered on an individual basis. Color palettes are to be included along with samples.
    - 13.4.3.10 Foundation: All materials require ARB approval.
    - 13.4.3.11 Foundation Enclosures: 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.
    - 13.4.3.12 Exterior trim colors: Color palette chart to be included.
    - 13.4.3.13 Front Door: Design to be provided, including brochure if available. Color palette chart to be included
    - 13.4.3.14 Walks and driveway: Type and material to be included.

- 13.4.3.15 Central water system: all dwellings must be connected to the central water system.
- 13.4.3.16 A copy of the Moore County Building and Sanitary Permits are required before issuance of a Seven Lakes Construction Permit.
- 13.4.4 Construction must start within thirty (30) days of approval. If not started within thirty (30) days ARB may require re-submittal of plans. Owner or contractor may submit a written request for a delay due to unusual circumstances or conditions.
- 13.5 **REQUIREMENTS FOR IMPROVEMENTS, ALTERATIONS, ADDITIONS, CHANGES OR REPAIRS TO EXISTING STRUCTURES AND/OR PROPERTY:** All proposals submitted for approval by the ARB must be in the SLLA Office on or before the Friday preceding the scheduled meeting. All proposals must contain the following:
  - 13.5.1 One (1) application form entitled, "REQUEST FOR MISCELLANEOUS APPROVAL."
  - 13.5.2 One (1) working drawing 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.
  - 13.5.3 Material list, indicating the type and color of exterior materials to be used on the roof and exterior surfaces including color palette.
  - 13.5.4 A copy of the Moore County Building and Sanitary Permits are required before issuance of a Seven Lakes Construction Permit.
  - 13.5.5 Erosion and sedimentation plans may be required.
  - 13.5.6 Foundation Enclosures: 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.
  - 13.5.7 Construction must start within thirty (30) days of approval. If not started within thirty (30) days ARB may require re-submittal of plans. Owner or contractor may submit a written request for a delay due to unusual circumstances or conditions.
  - 13.5.8 Setback requirements: Refer to 13.3.4
- 13.6 **MANUFACTURED HOMES, TRAILERS, MOBILE HOMES, MODULAR HOMES, AND RELOCATED HOMES.**
  - 13.6.1 A manufactured home, mobile home, or trailer for these purposes is defined as a manufactured building designed to be used as a single-family dwelling that has been constructed and labeled indicating compliance with the HUD administered National Manufactured Housing Construction and Safety Standards Act of 1974, all amendments thereto.
  - 13.6.2 A modular home for these purposes is defined as a manufactured building designed to be used as a one family dwelling which has been constructed and labeled indicating compliance with the North Carolina State Uniform Residential Building code, Volume VII, all amendments thereto.
  - 13.6.3 The ARB Committee will not approve the installation of a trailer, mobile home, modular home, or a structure having the appearance of a trailer, mobile home, or modular home.
  - 13.6.4 ARB Construction Application will not be accepted for relocated homes (existing structures) from off-site or another Seven Lakes location. A relocated home for these purposes is defined as the process of moving an existing house from one location to another. (There are two main ways for a structure to be moved: disassembling and then reassembling it at the required destination, or transporting it whole.) This rule does not apply or restrict the use of panelized construction for new structures and/or trusses.
- 13.7 **MOORE COUNTY AND SEVEN LAKE LANDOWNERS ASSOCIATION SEPTIC PERMIT REQUIREMENTS**
  - 13.7.1 A copy of the Moore County Health Department sanitary permit (application) must be submitted prior to final ARB approval and prior to issuance of Seven Lakes Construction Permit.
  - 13.7.2 Pumping septic effluent from one lot to a relief lot under private property and/or common areas is permissible only with ARB approval. Written certification must be obtained from the septic company verifying that the pumps and pipes are sufficient. The lot/homeowner will be responsible for all related maintenance and prompt clean up and/or repair of any ensuing problems.
  - 13.7.3 Moore County Environmental Health must have approved the receiving lot for septic lines.

- 13.7.4 All lines are to be designed by a certified engineering firm, which will prepare two (2) copies of a 1"=100' minimum drawing.
- 13.7.5 If requested by the ARB, and at the applicant's expense, an independent engineering firm must approve the plans.
- 13.7.6 No more than two (2) active septic fields per lot are allowed.
- 13.7.7 A copy of an "As Built" drawing of the septic line routing must be submitted to the ARB.
- 13.8 CONSTRUCTION PROCEDURES AND REQUIREMENTS
- 13.8.1 PERMITS AND INSPECTIONS  
No field work, including lot clearing, or new construction can proceed until permits have been issued by both the SLLA 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 survey 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.
- 13.8.2 ARB PERMITS AND INSPECTIONS  
Upon approval of a proposal for new construction the ARB will authorize issuance of a permit to the owner/contractor. When construction is complete, the contractor will notify the SLLA administrative office at (910) 673-4931, the ARB will make a final inspection to determine if all ARB 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 will subject the violating party to fines for such violations.
- 13.8.3 MOORE COUNTY PERMITS  
A copy of the county building permit will be placed in the document file. If applicable, a copy of the county health permit will also be placed in the document file.
- 13.8.4 MISCELLANEOUS PERMITS  
The document file will also contain all other Federal and State permits.
- 13.8.5 CONSTRUCTION WORKERS ACCESS  
Contractors must obtain passes for their workers to enter the community. See rule 2.5 below.  
*2.5 Contractor personnel (included but not limited to: new home contractors, remodeling contractors, landscapers, plumbers, carpenters, electricians, painters, roofers, etc.) may work from 8:00 am to 7:00 pm Monday – Saturday. No work is to be done on Sundays or Holidays (New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day). "Quiet" inside work (painting, electrical, plumbing work, etc.) on existing homes, may be done at any time. Emergency work may be done at any time. Lot owners and residents may work on their own properties at any time."*
- 13.8.6 CONSTRUCTION SIGNS  
Signs required by NC Statute shall be allowed on a construction site, and must be removed within fifteen (15) days after completion of the project. This means the legally required inspection notices and similar required documents only.
- 13.8.7 CONSTRUCTION VEHICLES  
Trucks carrying more than seven (7) cubic yards of concrete will not be permitted on the SLLA 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.
- 13.8.8 TEMPORARY TOILET  
A self-contained toilet will 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 will remain in place until the inside toilets are operable.
- 13.8.9 CONSTRUCTION SITE TRASH AND DEBRIS  
Burning materials within Seven Lakes is prohibited. The owner/contractor is responsible for the containment and removal of all trash and debris generated during construction. It must be removed at regular intervals to maintain a neat appearance.
- 13.9 REQUIRED FEES, DEPOSITS AND FINES

- 13.9.1 Alterations to Interior of Existing home: No Fee.
- 13.9.2 New Home Construction: The following fees will be assessed per the current fee schedule:
  - 13.9.2.1 New Home Plan Review Fee: New home construction will have a non-refundable plan review fee as per the current fee schedule.
  - 13.9.2.2 New Home Compliance Fee Deposit: A Compliance Fee Deposit (made payable to SLLA) as per the current fee schedule will be required prior to commencement of any new construction. Non-adherence to ARB approved plans, lack of site cleanliness or failure to finish in a timely manner will result in a fine and/ or stop work order. After the contractor is notified they will be given ten (10) days to comply before the fine is assessed. Upon completion of all construction, including landscaping and driveway, 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.
  - 13.9.2.3 New Home Road Usage Fee: A Road Usage Fee (made payable to SLLA) as per the current fee schedule will be required prior to commencement of any new construction.
- 13.9.3 Additions: An existing house that requires a change to the physical exterior structure, requiring a Moore County Permit and construction plans. This excludes garage conversions, screen porch enclosures, decks and other changes that do not require a change in the existing physical house structure. Additions will be assessed the following fees per the current fee schedule:
  - 13.9.3.1 Addition Plan Review Fee: An Addition that meets the definition of Rule 13.9.3 will have a non-refundable Addition Plan Review Fee (made payable to SLLA) as per the current fee schedule per application. A Moore County Building Permit must be submitted, and a Contractor Agreement will need to be signed.
  - 13.9.3.2 Addition Compliance Fee Deposit: An Addition that meets the definition of Rule 13.9.3 will have a required Addition Compliance Fee Deposit (made payable to SLLA) as per the current fee schedule, paid prior to commencement of the addition construction. Non-adherence to ARB approved plans, lack of site cleanliness, or failure to finish in a timely manner will result in a fine and/or stop work order. After the contractor is notified, they will be given ten (10) days to comply before the fine is assessed. Upon completion of all construction, including landscaping and driveway (if applicable), 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.
  - 13.9.3.3 Addition Road Usage Fee: An Addition that meets the definition of Rule 13.9.3 will have a required non-refundable Addition Road Usage Fee (made payable to SLLA) as per the current fee schedule paid prior to commencement of the addition construction. This is assessed when it is anticipated that multiple crew vehicles, cement trucks, dumpsters, cranes, or other large equipment will be needed for the project.
- 13.9.4 Fines: The following fines may be assessed:
  - 13.9.4.1 A fine as established by Judicial Committee will be assessed per day up to Fifteen Hundred Dollars (\$1500) maximum, then One Hundred Dollars (\$100) per month for failure to adhere to ARB approved plans or lack of site cleanliness.
  - 13.9.4.2 A fine as established by Judicial Committee per week or part thereof if completion time for an alteration exceeds two (2) months from the date the construction permit was issued.
  - 13.9.4.3 A fine as established by Judicial Committee 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.
- 13.10 CONSTRUCTION EROSION AND SEDIMENTATION PLAN
  - 13.10.1 The location of erosion control devices and direction of water flow must be shown on the survey plat. The homeowner needs to comply with all Moore County building standards for storm water runoff.
  - 13.10.2 Any required temporary erosion and sediment control devices must be in place, inspected regularly and maintained by contractor/homeowner.
  - 13.10.3 Permanent erosion and sediment control devices will be installed at the time the temporary devices are removed. All temporary control devices will be removed upon completion of construction.

- 13.10.4 To prevent erosion and tracking onto roads, driveways must be stabilized immediately with crushed stone or other suitable material.
- 13.10.5 The Lot Owner is responsible for maintaining normal water runoff flow of any open channel(s) located on their property. This may include, but not limited to ditches, culverts, swales and creeks.
  - 13.10.5.1 Privately owned storm water structures are the responsibility of the Lot Owner. This includes the maintenance and replacement of storm water facilities located on their property.
  - 13.10.5.2 Lot Owners may divert storm water runoff from their property to the natural egress point on their lot. Lot Owners may NOT change the location of egress of storm water from their lot unless approved in writing by the ARB. The Lot Owner is responsible for the following conditions:
    - 13.10.5.2.1 Natural drainage onto, from or through lots;
    - 13.10.5.2.2 Natural drainage from roads;
    - 13.10.5.2.3 Culverts under home site driveways; and
    - 13.10.5.2.4 Natural or privately installed drainage contours or systems within the lot line.
    - 13.10.5.2.5 Adherence to Resolution No 12192015, Storm Water & Drainage Maintenance Policy is mandatory.
- 13.11 **TREE REMOVAL AND CLEARING**  
 The following regulations apply within the property lines of all unimproved and improved lots within Seven Lakes.
  - 13.11.1 **NO ARB APPROVAL REQUIRED:** Underbrush; jack oaks, scrub trees, fallen trees and branches may be cut and cleared by lot owners or builders for site preparation or for aesthetics, and fire hazards. Underbrush and cuttings must be removed within ten (10) days.
  - 13.11.2 **ARB APPROVAL REQUIRED:** Removal of native trees, magnolias, dogwoods, etc. Cuttings must be removed within ten (10) days.
  - 13.11.3 **NO CLEAR CUTTING** is allowed.
  - 13.11.4 Tree stumps will be removed or trimmed to below ground level.
  - 13.11.5 The owner/contractor will be responsible for any damage to adjoining property.
  - 13.11.6 Non-adherence will result in fines as determined by the Judicial Committee.
- 13.12 **GRADING, ACCESS DRIVES AND PARKING**
  - 13.12.1 Natural existing slopes will be maintained. Ground cover will be planted on exposed graded slopes. The owner is responsible for any damage resulting from changing the natural drainage flow from his/her property.
  - 13.12.2 **ACCESS DRIVES AND PARKING AREAS**  
 Each lot must have a suitable access drive with a parking area for not less than four (4) automobiles, including garage. The ARB will consider granting a variance in cases where topography or other conditions make this impossible. Unfinished access drives and parking areas should have an adequate amount 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.
  - 13.12.3 **UTILITY EASEMENTS AND LINES**  
 The recorded survey plat will indicate all easements. Before grading all utility lines will be flagged by the appropriate utility company. If damaged the roadway surface must be restored to its' original condition.
  - 13.12.4 **UTILITY SUPPLY CONNECTIONS:** Utility lines should not be located under concrete slabs, roadways, driveways, or walkways, unless directional boring techniques are utilized. The property owner will be responsible for restoring the roadway to its' original condition if damaged.
- 13.13 **COMMON/GREEN AREAS**  
 Common/green areas lie outside private property lines The SLLA holds title to these areas and controls their use. The following general restrictions and conditions apply to the use and enjoyment of common/green areas by individual owners and cannot be put to the exclusive use, enjoyment, or benefit of individual owners
  - 13.13.1 Corner markers will be maintained in their original location for reference purposes.
  - 13.13.2 No pier, dock, steps, walks, or other structures will be placed on common/green areas.

- 13.13.3 Clear cutting and/or grading in common/green areas is prohibited.
- 13.13.4 Owners who are granted approval to remove trees, 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.
- 13.13.5 No trees, shrubs or bushes, living or dead, located in common/green areas will be cut, removed, or trimmed without prior written approval of the ARB.
- 13.14 CONSTRUCTION UTILIZING ALTERNATIVE ENERGY SOURCES
  - The ARB requires special processing for projects that incorporate alternative energy. A longer than normal time may be required for evaluation.
  - 13.14.1 ALTERNATIVE ENERGY SITE SELECTION
    - Alternative energy equipment will not interfere with the aesthetics of the environment.
  - 13.14.2 ALTERNATIVE ENERGY TREE REMOVAL
    - The ARB will give special consideration to the limited removal of trees for alternative energy sources.
- 13.15 EXTERIOR LIGHTING
  - Energy efficient lighting is recommended and the use of motion sensors to control outdoor lighting is encouraged.
  - 13.15.1 The height of exterior freestanding lighting fixtures will be limited to fifteen (15) feet, as measured from the ground level to the top of the light fixture.
  - 13.15.2 Lights attached to any building will be no higher than the eaves.
  - 13.15.3 Spotlights and floodlights may not be directed towards any public road nor towards any lot other than the lot on which they are placed. They may not exceed one hundred fifty (150) watts each (2600 Lumens).
  - 13.15.4 Fixtures for lighting a driveway may be situated only between the residence and the lot line and must use bulbs of no more than seventy-five (75) watts (1100 Lumens) per light.
  - 13.15.5 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 forty (40) watts (450 Lumens) per light.
  - 13.15.6 Lights on a dock may not exceed seventy-five (75) watts (1100 Lumens) each.
  - 13.15.7 Exterior holiday lighting and decorations cannot be displayed 30 (thirty) days prior to and must be removed 30 (thirty) days after the designated holiday.
- 13.16 FENCES
  - Chain link and privacy fences are prohibited. The installation of privacy fences along property lines in Seven Lakes is prohibited. The ARB will consider requests for installation of appropriately designed fences for landscaping or screening purposes, or for the containment of animals. Any alleged violation will be referred to the Judicial Committee for appropriate action.
  - 13.16.1 Fences, walls, hedges: Restrictions and Requirements:
    - 13.16.1.1 No wall or fence may be constructed without ARB approval.
    - 13.16.1.2 No wall, fence, or boundary planting may interfere with a driver's line of sight.
    - 13.16.1.3 No fences, including garden fences, are allowed in the front yard, the elevation of the home facing the street.
  - 13.16.2 Fence Application Guidelines and Requirements:
    - 13.16.2.1 Application for "MISCELLANEOUS ARB REQUEST" is available at the SLLA Office or online.
    - 13.16.2.2 Diagrams and copies illustrating the proper installation of fences are available at the SLLA Office.
    - 13.16.2.3 The applicant/owner must include an accurate site plan that includes: property dimensions; front, rear, and side setbacks; septic areas; footprint of the house; driveway; and proposed fence.
  - 13.16.3 Fence Installation Guidelines: The following guidelines are for all properties located within Seven Lakes Landowners' Association Community.
    - 13.16.3.1 All property lines must be marked prior to fence construction. A survey may be required if accurate property lines are unknown.

- 13.16.3.2 Fence material must be natural wood round or natural wood split rail. Fences are not to be painted, but a natural stain may be applied. Dark coated wire may be installed on the inside for containment purposes but may not extend above the top rail of the fence.
- 13.16.3.3 Maximum height of the top rail is 4 (four) feet. Fencing must be the same height on all sides. Pole or post size, above grade, must not exceed 8 (eight) inches in diameter or 6 (six) by 6 (six) inches square.
- 13.16.3.4 Gates are to be constructed of the same material as the fencing, and may not exceed 4 (four) feet.
- 13.16.3.5 Gates are to remain unlocked to allow emergency access, except for areas enclosing swimming pools, hot tubs, spas, etc.
- 13.16.3.6 Access to gas and electric meters must not be restricted. Single family homes that have utility meters within the fenced area must have gated access to that side of the property for utility workers.
- 13.16.3.7 All underground utilities must be clearly marked by the proper authorities prior to fence installation.
- 13.16.3.8 SLLA is not responsible for any maintenance, repair, or replacement costs of fences for single family homes or townhomes.
- 13.16.3.9 All fences must be in good condition and maintained by the homeowner. Good condition is defined as: no broken or missing rails or posts, free of dirt, mildew and rot, etc. Homeowners will be notified in writing by the SLLA to repair, remove or replace their fencing. Homeowners failing to repair, remove or replace fencing within 15 business days will be referred to the Judicial Committee. Fences that become dilapidated and/or in disrepair may be removed at the Homeowner's expense.
- 13.16.3.10 Invisible fences do not need ARB approval; however designated area flags must be removed within eight (8) weeks.
- 13.16.3.11 Lake front, golf front and corner lot fences will be addressed on an individual basis.

### 13.17 DOCKS

Any structure (including inflatables) that extend over the water and are anchored to either the shore or lake bottom shall be considered a dock. Any alleged violations under this section will be referred to the Judicial Committee for appropriate action as provided under Section 14 of the Rules and Regulations.

#### 13.17.1 Dock Application Guidelines and Requirements:

- 13.17.1.1 Application for "MISCELLANEOUS ARB REQUESTS" are available in the SLLA Office or online.
- 13.17.1.2 Moore County permit for the construction of a dock is required. Moore County may refer the application to the Army Corps of Engineers.
- 13.17.1.3 No dock, pier, or other similar structure may be constructed on the shore or detached on any lake unless specifically approved by the SLLA-ARB.
- 13.17.1.4 Docks, piers, or other similar structures on the South Side, also, require Seven Lakes Golf Club approval.
- 13.17.1.5 The applicant/owner must include an accurate drawing that includes: the site plan; property dimensions; front, rear, and side setbacks; footprint of the house; driveway and general description of the scope of the proposed dock, pier or structure. A survey may be required if accurate property lines are not known.

#### 13.17.2 Dock Installation Guidelines:

- 13.17.2.1 An accurate drawing that includes: the shape, dimensions, and location of the proposed dock.
- 13.17.2.2 A dock should not extend into the lake farther than twenty (20) feet from the shoreline at normal lake level or bulkhead and boat lifts should not extend beyond the twenty (20) foot limit unless approved by the ARB.
- 13.17.2.3 Each home site is allowed a maximum of four hundred (400) sq. ft. of dock area.
- 13.17.2.4 A second dock is permitted, but the combination of the first and second dock is NOT to exceed four hundred (400) sq. ft. of dock area, excluding a boat lift.

- 13.17.2.5 The applicant/owner must provide a list of materials to be used and color samples if other than natural wood tone.
- 13.17.2.6 Unless site conditions warrant otherwise, docks should be located toward the center line of the home site.

13.18 SWIMMING POOLS AND HOT TUBS

Swimming pools are permitted pending ARB approval and subject to all North Carolina and Moore County requirements.

- 13.18.1.1 No above-ground pools are permitted.
- 13.18.1.2 The elevation of the top of any in-ground pool may not be over two (2) feet above the natural grade.
- 13.18.1.3 Swimming pools are not allowed on the street side of a residence.
- 13.18.1.4 Fencing, erected to North Carolina state building code specifications, is required for all swimming pools. All swimming pool fencing must have approval of the ARB and should be kept to minimum size.
- 13.18.1.5 Spas / hot tubs are permitted provided they are within 10 feet of the primary structure, adequately screened or completely built into a deck. All related mechanical equipment will be adjacent to the house and fully screened.

13.19 UTILITY or STORAGE BUILDINGS

- 13.19.1 No temporary utility or storage buildings will be erected, moved to or placed upon a residential lot.
- 13.19.2 A second permanent structure that is to be used for a garage or storage may be erected on a lot after the completion of the primary residence only if the primary residence does not contain an attached garage for the North Side and South Side only. Second structures are not allowed in Ramapo or Townhouse sections.
  - 13.19.2.1 The second structure must coordinate with the primary residence.
  - 13.19.2.2 The second structure may not be larger than 60% of the size of the primary residence.
  - 13.19.2.3 The second structure must conform to the relevant requirements of Section 13.

13.20 MISCELLANEOUS ITEMS

13.20.1 PERGOLAS, ARBORS AND GAZEBOS

No unattached temporary structures, pergolas, gazebos, arbors or similar structures will be erected, moved to or placed upon a residential lot. Attached structures will be considered on an individual basis.

13.20.2 AWNINGS, CANOPIES AND SHUTTERS

All proposed awnings, canopies and shutters must be approved by the ARB. If used, shutters should be on all elevations, front, rear and sides where feasible and appropriate. Vinyl shutters are permitted. Extruded aluminum, fiberglass or plastic materials are not permitted for awnings or canopies.

13.20.3 SATELLITE DISHES

The ARB recognizes that the satellite dish must be placed where it has clear lines of sight to the geostationary satellite, however to the extent possible, the satellite dish will be placed in the most unobtrusive sight where it will least affect the view from the street, golf course, lake and neighbors.

13.20.4 FUEL TANKS

Fuel tanks must either be buried or screened from view. If the tank location is not included in a new house application, a separate request for approval must be made. Refer to rule 5.1.4 below:

No fuel storage tanks shall be installed on any lot unless placed below the surface of the ground or screened per **5.1.9** of the Rules and Regulations of the Seven Lakes Landowners Association.

13.20.5 SIGNS

- 13.20.5.1 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. Refer to rule 5.1.2.1 below:

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 it is recommended that letters and numbers ~~may~~ should be no more than three (3) inches high.

- 13.20.6 MAILBOXES  
No mailboxes are allowed at individual dwellings.
- 13.20.7 PLAYGROUND APPARATUS  
Requires application to the ARB and will be decided on an individual basis. All playground apparatus and large sports equipment must be either in the back yard, or if not practical, in the side yard, at least ten (10) feet behind the front of the house. Areas to be considered; size and location on property, materials to be used, impact on neighbors, and views from the street, lake or golf course.
- 13.20.8 FIREPITS  
Any outdoor burning apparatus must be approved by the ARB. Burning must be supervised.
- 13.20.9 RAISED GARDENS (Rule 5.1.13)  
Raised vegetable gardens may not be in the front elevation of the home.
- 13.20.10 YARD ART (Rule 5.1.14)  
Yard art must be tactfully displayed and not a distraction to drivers and / or neighbors. Yard art that is deemed unacceptable by the Board of Directors, ARB or the Community Standards Committee will be addressed on an individual basis.
- 13.21 **JUDICIAL PROCESS:** The following guidelines reference the ARB judicial process for contractor(s) and/or property owner violations:
  - 13.21.1 All violations are to be discussed with the property owner and/or contractor. A report will be prepared, and a letter sent to the contractor/owner describing the violation and the amount of time allowed to make corrections.
  - 13.21.2 If a violation is not corrected, the Community Manager, after reviewing the violation, may issue a stop work order until the violation is corrected.
  - 13.21.3 The Community Manager and / or ARB may refer violations to the Judicial Committee for final disposition.
- 13.22 DOCUMENTATION FILES
  - 13.22.1 GENERAL: A file is maintained for each residence. A copy of all documents, correspondence and other matters affecting the property will be included in the file. It will be used during the ARB review and approval process, for reference during construction and/or administrative reference.

## 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.
- 14.2 Resolving such violations is important in order to maintain the security, property values and enjoyment of the Seven Lakes community.
- 14.3 COMPOSITION OF THE COMMITTEE
  - 14.3.1 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.
  - 14.3.2 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.
- 14.4 APPOINTMENT OF MEMBERS TO THE COMMITTEE
  - 14.4.1 APPOINTMENT OF COMMITTEE MEMBERS
  - 14.4.2 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.

- 14.4.3 ELECTION OF A CHAIRPERSON
- 14.4.4 The Committee shall elect a Chairperson and a Vice-Chairperson within one month of its appointment.
- 14.5 APPOINTMENT OF AN ALTERNATE MEMBER TO THE COMMITTEE
  - 14.5.1 Purpose of the Alternate:
    - 14.5.1.1.1 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.
    - 14.5.1.1.2 Such absences may be the result of:
      - 14.5.1.1.2.1 Illness or travel;
      - 14.5.1.1.2.2 conflict of interest as covered in Section 14.7;
      - 14.5.1.1.2.3 prior individual discussion of the case with either the accused or accuser, or both.
  - 14.5.2 Role of the Alternate:
    - 14.5.2.1 Preferably, the alternate will attend all meetings but should attend sufficient meetings to become knowledgeable of the judicial process.
    - 14.5.2.2 The alternate votes only when he/she is needed to establish a quorum.
- 14.6 QUORUM
  - 14.6.1 The Committee shall be fully empowered to act at any meeting where a quorum is present.
  - 14.6.2 A quorum shall be deemed present if a majority of the Committee members is present at a duly called meeting.
  - 14.6.3 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.
  - 14.6.4 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.
  - 14.6.5 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.
- 14.7 CONFLICT OF INTEREST
  - 14.7.1 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.
  - 14.7.2 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.
  - 14.7.3 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.
  - 14.7.4 Either situation may call for the full participation of the alternate in the case.
  - 14.7.5 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.
- 14.8 MEETINGS OF COMMITTEE
  - 14.8.1 The Committee will normally hold meetings as determined by the committee, but in any event, at least once each year.
  - 14.8.2 All meetings held for deliberation and disposition of a case shall be conducted in accordance with North Carolina statutes.
  - 14.8.3 The Committee may hold special meetings as called by the Chairperson or any two (2) Committee members.
    - 14.8.3.1 Notice of such special meetings shall be given to Committee members not less than twenty-four (24) hours prior to the special meeting.
    - 14.8.3.2 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.
    - 14.8.3.3 Such notice shall state the purpose of the meeting.

#### 14.9 AUTHORITY OF THE COMMITTEE

- 14.9.1 To hear and take evidence of alleged violations of the Association Rules and Regulations and Covenants.
- 14.9.2 To call witnesses to appear before the Committee.
- 14.9.3 To advise those accused of violations as set forth in Section 14.10 of the substance of the alleged violations, and to call those accused to appear before the Committee.
- 14.9.4 To render an opinion that a violation or violations did or did not occur.
- 14.9.5 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.
- 14.9.6 To supervise elections and count ballots for elections.
- 14.9.7 To exercise all powers and take all actions authorized by the Board, which are reasonable and necessary to carrying out the Committee's purpose.

#### 14.10 ESTABLISHMENT OF A JUDICIAL CASE

- 14.10.1 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.
- 14.10.2 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.
- 14.10.3 The plaintiff in a judicial case is considered to be the Assistant Community Manager and, when necessary or appropriate, the initiating party.
- 14.10.4 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.

#### 14.11 PROCEDURE

- 14.11.1 The plaintiff shall provide members of the Committee with all materials relevant to the judicial case at least four (4) business days prior to the Committee's scheduled meeting.
- 14.11.2 In all matters before the Committee, the following rules shall govern the proceedings:
  - 14.11.2.1 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.
    - 14.11.2.1.1 Such evidence may be documentary (including digitally dated photographs), testimonial, physical, or any combination thereof.
  - 14.11.2.2 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.
  - 14.11.2.3 Each party shall be allowed, but not required to, have an attorney or other representative present evidence and argue the case before the Committee.
  - 14.11.2.4 No defendant as set forth in Section 14.10 herein shall be required to testify.
  - 14.11.2.5 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.
    - 14.11.2.5.1 The Committee at its sole discretion may continue a case until its next regular or special meeting.
  - 14.11.2.6 The plaintiff(s) as set forth in Section 14.10 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.
  - 14.11.2.7 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.
    - 14.11.2.7.1 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.
  - 14.11.2.8 Each party shall be allowed to question witnesses presented by the opposing side.

- 14.11.2.9 If the defendant(s) elects to present evidence, the plaintiff(s) witnesses shall be given the opportunity to present rebuttal evidence.
  - 14.11.2.10 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.
  - 14.11.2.11 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.
  - 14.11.2.12 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.
    - 14.11.2.12.1 A fine is defined for this purpose, as monetary in nature, and may not exceed the limits set forth by NC G.S. 47F-3-107.1
    - 14.11.2.12.2 A penalty, as defined for this purpose, is suspension of privileges, including use of amenities, for up to one (1) year.
    - 14.11.2.12.3 An administrative fee as set forth in the current Fees Schedule may be assessed at the discretion of the Judicial Committee
  - 14.11.2.13 The decision by the majority of Committee members present at a meeting where a quorum exists shall be the decision of the Committee.
    - 14.11.2.13.1 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.
    - 14.11.2.13.2 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.
    - 14.11.2.13.3 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.
  - 14.11.2.14 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.
    - 14.11.2.14.1 New evidence may 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.
    - 14.11.2.14.2 Should the Committee accept such evidence, it shall continue the case.
  - 14.11.2.15 A "not guilty" decision shall be communicated to both parties orally or by e-mail within three (3) business days of the decision.
  - 14.11.2.16 A "guilty" decision and any fine and/or penalty imposed shall be communicated orally or by e-mail to both parties within three (3) business days of the decision.
    - 14.11.2.16.1 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).
    - 14.11.2.16.2 Any imposed penalty begins on the day following the decision and continues until the violation(s) is/are corrected.
  - 14.11.2.17 In addition, all information required under 14.11.2.16 shall be communicated to the guilty party by mail within five (5) business days of the decision.
  - 14.11.2.18 The Committee, at its sole discretion, may make public all information regarding a case and its decision.
- 14.12 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 (14.11).
- 14.12.1 RIGHT TO APPEAL:  
Having been properly informed of the Committee's decision, the guilty party may appeal to the Board of Directors.

- 14.12.2 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.
- 14.13 ENFORCEMENT OF FINES AND PENALTIES
- 14.13.1 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.
- 14.13.2 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).
- 14.14 REMOVAL, RESIGNATION AND REPLACEMENT
- 14.14.1 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.
- 14.14.2 Vacancies caused by removal, resignation, or other causes will be filled by the Board within thirty (30) days.
- 14.15 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.
- 14.16 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.
- 14.17 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.
- 14.18 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.
- 14.19 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.

## **Section 15.0 POLICY & PROCEDURES FOR ENFORCING A NO-TRESPASSING BAN**

Egregious behavior may result in banning a non-resident from the Community. The ban, depending on the infraction may extend up to one (1) year. Each incident will be reviewed on case-by-case basis and is determined by a vote of the Board of Directors in Closed Session. The ban will go into effect seven (7) days after sending the member and violator a certified mail letter with notification of the Board's decision.

- 15.1 Justifications to ban a non-resident include but are not limited to threats against residents, guests or staff, violations of the Rules and Regulations, or destruction of any property.
- 15.2 Appeal Process: A resident may petition the Board of directors to lift the ban by notifying the Community Manager in writing.

## **Section 16.0 COMBINED/UN-COMBINED LOT POLICY & PROCEDURES**

### 16.1 Annual Assessment Obligation:

- ~~16.1.1~~ Combined lots recorded with Moore County are subject to combined lot rate as determined annually by the Board of Directors. The effective date of any lot combination is based on receipt by the SLLA Office of proof of combination with Moore County.
- 16.1.2 Approval by the Board of Directors is required to un-combine lots. Previously combined lots which are un-combined (made into two or more separate lots) shall pay two thousand dollars (\$2,000) fee to help offset assessments waived from the time the lots were originally combined.
- 16.1.3 Lots combined before 4/30/2014 are grandfathered and the waiver of assessment for the combined lot remains unaltered

### 16.2 Lot Combinations (adjoining tax parcels)

- 16.2.1 To qualify for a combined lot assessment rate: A new deed must be filed with Moore County Register of Deeds, showing the combined parcels as a single parcel, and include lot map numbers for the combined lots. The lot combination will be recognized by the SLLA only after the lot owner has provided a certified copy of the recorded deed and the recorded plat to SLLA.
- 16.2.2 A new plat showing the combined lot(s) must be prepared by a licensed surveyor. The plat must show: the original lot line and easements that are to be vacated, the lot lines and easements of the remaining lot(s).

## **Section 17.0 SMOKING BAN - TOBACCO FREE ZONES**

- 17.1 Smoking/vaping is strictly prohibited within the Clubhouse, Mail Stations and LOA administration office, including: game room, activity center, conference room, private offices, reception areas, restrooms, hallways and work stations, as well as all other enclosed areas, as well as within 20 feet of any SLLA enclosed area. This policy applies to all employees, guests, visitors, residents and lot owners.