



**1965 SEVEN LAKES BOULEVARD  
FORT MYERS, FL 33907**

**RULES & REGULATIONS**

**REVISED MARCH 26, 2014  
&  
EFFECTIVE APRIL 1, 2014**

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**Revised September 16, 2015 & Effective October 1, 2015  
Revised July 27, 2016; Revised April 26, 2017; Revised April 25, 2018  
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## **AUTHORIZATION**

Pursuant to Seven Lakes Association, Incorporated Bylaws Article 4.4 “Authority of Directors” and Florida Statute 718.112(3)(a), these rules and regulations are adopted by the Board of Directors of Seven Lakes Association on March 26, 2014.

Revisions to R/R #9 and R/R #22 were adopted by the Board of Directors of Seven Lakes Association on September 16, 2015 and have been incorporated in this document.

Revisions to R/R #29 were adopted by the Board of Directors of Seven Lakes Association on July 27, 2016 and have been incorporated in this document.

Revisions to R/R #46 were adopted by the Board of Directors of Seven Lakes Association on April 26, 2017 and have been incorporated in this document.

Revisions to “Procedure to Levy Fines & Suspend Rights”; R/R #2; #5; #7; #8; #11; #12; #21; #27; #30; #35; and #40 were adopted by the Board of Directors of Seven Lakes Association on April 25, 2018 and have been incorporated in this document.

Revision to R/R #29 and was adopted by the Board of Directors of Seven Lakes Association on October 24, 2018 and have been incorporated in this document.

Revision to R/R #21 was adopted by the Board of Directors of Seven Lakes Association on April 24, 2019 and have been incorporated in this document.

Revision to R/R #7 was adopted by the Board of Directors of Seven Lakes Association on June 26, 2019 and have been incorporated in this document.

Revision to R/R #18 was adopted by the Board of Directors of Seven Lakes Association on March 25, 2020 and have been incorporated in this document.

Revision to R/R #31 was adopted by the Board of Directors of Seven Lakes Association on March 24, 2021 and have been incorporated in this document.

## **GENERAL**

The following rules and regulations cannot cover all areas of living in Seven Lakes; therefore, as a resident you should also live by the rule of common sense and consideration for your neighbor. The owner is responsible for seeing that their guests, lessees, invitees, and contractors adhere to the Seven Lakes Rules & Regulations.

## **Procedure for Enforcement of Rules**

- A) Speeding and other traffic violations should immediately be reported to the front gate security with as much identifying information as possible. The guard shall report the offense to the office of the General Manager.
- B) Violation of golf rules (that is the use of the golf course as distinguished from the “Rules of Play”) should be reported to the golf pro, ranger, or starter on duty. During the time when none of the above is available, violations should be reported directly to the office of the General Manager. The golf pro shall have the authority to enforce play and golf course rule violations as authorized by the Board of Directors.
- C) Violations of rules should be reported to the Association Office during normal business hours (Monday through Friday from 8:00 a.m. to 4:30 p.m.). After-hours, weekends, and holidays, violations should be reported to the front gate. General rule violations should not be reported to the individual condominium representatives.
- D) The person making the complaint of a rule violation must be willing to sign a complaint form furnished by the office of the General Manager.
- E) If a complaint of a rule violation is referred to the General Manager, the General Manager may choose to resolve it through discussions with the alleged offender(s).
- F) Should these discussions with the alleged offender(s) not be effective or should the General Manager determine that verbal discussions are not an appropriate method of addressing the situation, a letter will be written to the offending person notifying him/her of such rule violations and the possible penalty.
- G) Owners/residents should avoid any altercation with the rule violator.
- H) In the event of repeated violations, non-correction of a violation or a violation of sufficient magnitude in the judgment of the General Manager, the General Manager shall institute the procedure as dictated by Florida Statute 718.303(3) to provide a hearing and possible fine or loss of use rights. Further, the Association shall be entitled to take legal action without the necessity of following the procedures set forth in “Procedure for Enforcement of Rules” when the Board of Directors determines it to be in the best interest of the Association to do so.

## **Procedure to Levy Fines and Suspend Rights**

The Board of Directors may, pursuant to Section 718.303 of the Act, impose fines not to exceed the maximum permissible by law and/or suspend the right to use common elements, common facilities or any other Association property as permitted by the Act, for failure of the owner of the unit or any resident, occupant, tenant, guest, licensee, invitee or any family members thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents including the Rules & Regulations, and applicable laws.

- A) A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing provided that no fine shall, in the aggregate, exceed the maximum amount permissible by law. A suspension shall be levied and enforceable for a reasonable amount of time as determined by the Board of Directors and subject to the approval of the independent committee specified in Article 4.15.3 of the Bylaws.
- B) The unit owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the unit owner) shall be afforded an opportunity for hearing by being given notice of not less than 14 days. Notice shall be effective when mailed by United States mail, certified, return receipt requested, to the address of the member listed in the official records of the Association, and as to tenants, to the mailing address for the unit. Said notice shall include (*Resolution #2772 – 4/25/18*):
- 1) A statement of the date, time, and place of the hearing.
  - 2) A statement, without need for specific citations of the provisions of the Condominium Documents, Board policies, resolutions, or laws which have allegedly been violated.
  - 3) A short and plain statement of the matters asserted by the Association.
- C) The unit owner, and if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the unit owner) shall have an opportunity to respond, present evidence, provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a committee of members appointed by the Board, which may not include Board members nor persons residing in a Board member's household. If the committee does not agree with the fine and/or suspension, the fine and/or suspension may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon residents, occupants, tenants, guests, licensees, invitees, or any family members thereof.

## **DEFINITIONS:**

For the purpose of these rules and regulations, the following definitions shall apply:

### **A. Family or Single Family** shall refer to any one of the following:

- A) One natural person and his/her spouse or domestic partner.
- B) Not more than two natural persons not meeting the requirement of above, but who customarily reside together as a single housekeeping unit.

The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a person who resides in a unit as part of the owner’s family but is not a titleholder.

### **B. Permanent Resident**

Owner(s) of a unit shall be considered the permanent resident(s) of the unit unless:

- A) The unit is leased in which case the lessee shall be considered the permanent resident(s) or,
- B) The owner(s) is not in possession of the unit, the owner(s) has not left personal possessions in the unit such as furniture or clothing, or the unit is vacant and available for lease or sale as evidenced by advertising the same in which event the unit shall be deemed not to have a permanent resident and shall be considered vacant for the purpose of applying applicable standards under the Fair Housing Amendment Act of 1988 or,
- C) A life estate has been granted in which case the life estate grantee(s) shall be considered the permanent resident(s).

### **Resident**

- A) Any person who is occupying a unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, owners, tenants, and members of their respective families who reside in the unit.

### **C. Tenant/Lessee**

A person occupying a unit, other than the owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeable with “Lessee”.



**D. Guest**

Any person who enters upon the condominium property at the invitation of a unit owner or tenant (or their respective families) for the purpose of visiting the unit owner or tenant (or their respective families), occupying the condominium unit for less than 30 days during any calendar year, or utilizing the condominium property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy.

**E. Invitee or Licensee**

A person or persons expressly or impliedly allowed entry onto the condominium property for the purpose of conducting business with a unit's occupant or otherwise entering the condominium property on a temporary basis at the expressed or implied consent of the unit owner or unit occupant, including contractors, workmen, delivery persons, domestic assistants, and health care assistants. A guest is an invitee.

**F. Association**

"Association" means Seven Lakes Association, Inc. Unless otherwise specifically indicated, all references to actions or approvals by the Association shall mean the Board of Directors. Unless the context specifically provides otherwise, any action of the Board of Directors may be delegated to the General Manager or other agents or employees of the Association as determined by the Board of Directors.

**G. Common Areas**

"Common Areas" mean all portions of the condominium property or Association property not included within the unit and which are intended for general use of residents for various purposes including recreational purposes, administrative purposes, ingress and egress, and the like.

**H. Policy Letters**

Policy letters are formally approved procedures by the Board of Directors. As official records, they are available from among the official records of the Association. An index list of policies is attached to these rules and regulations.

## **R/R #1 - Guest Restrictions**

There are various types of guests uses which are regulated as follows:

- A) Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence** – There is no restriction against this type of guest usage provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. Guest visitation is prohibited by any person who is registered as a sexual predator or sexual offender, of any nature, in any state. Guest visitation is also prohibited for persons who have been convicted of felony narcotic offenses within the past five years, and any person convicted of any felony who is currently serving house arrest, probation, parole or otherwise, remains subject to the jurisdiction of a criminal court and/or state penal system. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the condominium facilities only when accompanied by the unit owner or tenant (or an adult resident of the unit owner's or tenant's family), unless otherwise approved by the Board of Directors. The Board of Directors may prohibit or restrict guest usage of certain Association facilities.
- B) Overnight Guests When Unit Owner or Tenant is in Residence** – Unit owners and tenants (and their respective families) may have related or unrelated overnight guests so long as the unit owner or tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board of Directors. Guest visitation is prohibited by any person who is registered as a sexual predator or sexual offender, of any nature, in any state. Guest visitation is also prohibited for persons who have been convicted of felony narcotic offenses within the past five years, and any person convicted of any felony who is currently serving house arrest, probation, parole or otherwise, remains subject to the jurisdiction of a criminal court and/or state penal system. Under no circumstances can more than six adult persons (including the unit owner or tenant and their families) sleep overnight in a two bedroom or three-bedroom unit, and no more than four adult people in a one-bedroom unit. The Board of Directors can place a restriction as to the number of children that can stay in a unit.
- C) Non-Overnight Guests in the Absence of the Unit Owner or Tenant** – Unit owners and tenants are not permitted to have non-overnight guests when the unit owner or tenant is absent from the condominium. Unit owners and tenants may have their units inspected by caretakers, i.e., family members, etc. However, such individuals shall not be permitted to use condominium or Association facilities, such as recreational facilities (pools, pavilion facilities, etc.).
- D) Overnight Guests in the Absence of the Unit Owner or Tenant** – Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenants' simultaneous residence except as approved by the Board of Directors.

Unit owners are permitted to have overnight guests in the absence of the unit owner subject to the following conditions and such other rules and regulations as may be deemed necessary by the Board of Directors to effectuate the residential, non-transient nature of this condominium. Overnight guests may occupy a unit in the absence of the owner. Prior notice to the Association is required. Guest occupancy in the absence of the owner may not exceed 30 days in a calendar year, cumulative as to all guests.

- E) **Application for Lease** – A person or person(s) who occupies a unit for more than 30 calendar days shall apply for lease approval and must meet all the requirements of the Declaration as if the unit were under an approved lease including, but not limited to age restrictions, occupancy, and duration. An owner’s use rights will be as if unit is under a lease agreement. Under no circumstances can any person or persons under the age of 18 be allowed to reside in the unit for more than 30 days during the calendar year.
- F) **Use of Units for Commercial Business** – Units may not be used for commercial or business purposes. Owners may use units for “home office” or “tele-commuting” purposes provided that such uses do not involve customers or clients coming onto the condominium property.

## **R/R #2 - Use Rights**

The unit owner shall be considered to have all use rights except as follows:

- A) Unit has been leased by means of an approved lease.
- B) A life estate has been granted in which case the life estate grantee(s) shall be considered to have all use rights.
- C) When a unit is owned by a corporation, partnership, trust, or any entity other than the natural person, said owner shall be required to designate the person or persons who shall have use rights. The use rights shall only apply while the designated person or persons are in residence and only to a maximum of two persons. Person or persons are designated for a period of not less than one 12-month period.
- D) When a unit is occupied by one person, no use rights are to be given to any additional person or persons not considered a permanent resident of that unit.
- E) Use of the craft rooms is restricted to owner and lessee only. Any guest, lessee, or invitee (including contractors) of the owner or lessee is not authorized to use craft rooms. Craft rooms are for hobby use only and not for commercial use.
- F) Any non-overnight guest of an owner or lessee must be accompanied by the adult unit owner or lessee when using the swimming pool and all game courts

including, but not limited to shuffleboard courts, tennis courts, horseshoe pits, bocce ball courts, pickle ball courts, or Billiards Room.

- G) Golf course use rights shall be limited to the owner(s) or lessee(s) in residence. The maximum number of residents with golf course use rights is two. No owner or lessee who is not listed in residence will be given golf course use rights. If unit is occupied by one person, then no additional golf course use rights will be given to any additional person or resident. If unit is unoccupied, the non-resident owner listed as having use rights is entitled to golf privileges. Every golfer with use rights must have a golf bag tag attached to his/her golf bag. Golf bag tags are available from the Golf Pro. All new owners and lessees are required to attend a “Golf Orientation” conducted by the Golf Pro prior to receiving a golf bag tag.
- H) The recreation areas are solely for the use of the condominium residents and their invited guests. Those who swim in the pool and utilize the other recreational facilities shall do so at their own risk. The Association shall not be liable for any personal injury, loss of life, or property damage of any kind caused or arising from the use of the recreational facilities.
- I) The use of the swimming pool, pool area, and recreational facilities, the permitted hours of use, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association and posted on the property. The current pool, game courts, and clubhouse regulations are as posted. (*Resolution #2772 – 4/25/18*)
- J) The use of the clubhouse for private functions, parties, meetings, etc., requires the prior approval of the Association. An application for use, which includes the rules and requirements, may be obtained from the Lifestyle Department. Reservations must be made through the Lifestyle Department and must comply with Policy #6 – “Use of Lifestyle Recreational Facilities”.

### **R/R #3 - Sale or Lease**

- A) A condominium unit shall not be sold, transferred, leased, or rented except as permitted by the Declaration of Condominium. Any attempt to sell, rent, or lease a unit without prior approval of the Association shall be deemed a breach of the Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee unless subsequently approved by the Board of Directors.
- B) The Association shall not be obligated to approve or consent to a sale, transfer, lease or rent except as permitted by the Declaration of Condominium.
- C) Should a unit owner wish to sell, transfer, lease or rent his/her unit, he/she shall deliver to the Board of Directors of the Association a written notice containing the

terms of the offer he/she has received and wishes to accept. The name and address of the person or persons with whom the proposed sale, transfer, lease, or rental is to be made and such other information may be required by the Board of Directors. Prior to tenants occupying a unit, the Board of Directors must receive and approve a "Rental Procedures Form" and "Condominium Unit Lease Agreement" as provided by the Association. TENANTS MUST ACKNOWLEDGE RECEIPT OF UNDERSTANDING RULES.

- D) No unit owner may enter into a lease agreement for a unit unless the term of said lease is 120 days or more. Owner may not occupy, have guests, or lease the unit until minimum time of lease has been met. No individual rooms may be rented, and no transient tenants may be accommodated. Owners are responsible to provide rules to tenants and ensure they abide by same. All tenants must meet the minimum age requirement set forth in the Declaration of Condominium.
- E) Upon the sale or transfer of a unit pursuant to the approval of the Association, the purchaser shall, within ten days of such transfer, provide the Association with a copy of the recorded warranty deed and closing statement.
- F) In the event of any violation by the tenant, his/her family, guest or invitee, of the rules and regulations of the Association or any provision of the Declaration of Condominium, such violations shall be deemed a breach of the lease, whether oral or written, under which the tenant holds possession of the condominium unit and the Association shall be deemed a third-party beneficiary of said lease for the purpose of enforcing the rules and regulations and terms and conditions of the Declaration of Condominium.
- G) Lessee shall not be allowed to have guests occupy unit without lessee in residence or in any way sublease the unit or lease or sublease any part or room of the unit.
- H) When a unit is to be occupied by immediate family members as guests of the owner, not on a lease basis, the owner must inform the Association of such intention, sign an affidavit attesting to the relationship, and have the prospective resident fill out a Loaned Unit form to furnish the Association with the required information. A unit cannot be occupied without the owner present for more than 30 days during any calendar period.
- I) The Association shall charge a fee to be set by the Board of Directors for processing a sale or lease application as set forth in the Declaration of Condominium. Unless otherwise specified, the fee shall be \$150.00 per applicant with members of the same family constituting a single applicant.
- J) Lease sharing is not allowed. Lease sharing is when two separate families share the allotted time under one lease.

#### **R/R #4 - Nuisance**

- A) Neither the condominium property or Association property shall be used for any immoral, improper, or unlawful purpose, and no use or behavior shall be allowed which will create a public or private nuisance, or which shall unreasonably interfere with the quiet possession or enjoyment of the condominium property or Association property, or which becomes a source of annoyance to the condominium residents, or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The common elements and Association property shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of residents. The condominium property and Association property shall be used in accordance with all local, state, and federal laws and ordinances, and no use shall be permitted which will increase the Association's insurance rates or affect its insurability.
- B) A resident may not speak, sing, play a musical instrument, operate a radio, phonograph, television, or sound amplifier, or create or cause to be created any noise or sound in such a manner or at such a level as to unreasonably disturb or annoy other residents.

#### **R/R #5 - Gate Access**

- A) Vehicles are allowed to access Seven Lakes for authorized purposes.
- B) Barcodes authorizing access are available only at the Association Office during normal business hours. All requirements, limitations, and costs shall be as dictated by Board Policy Letter #5 – “Entrance Authorization”.
- C) Resident is to notify the gatehouse through which the guest, invitee, or contractor is expected to enter.
- D) Unannounced guests, invitees, and contractors will be denied access if resident cannot be reached for authorization. (*Resolution #2772 – 4/25/18*)
- E) Resident is to notify contractors that they must enter via the rear gate (Cypress Lake Drive) between 7:30 a.m. to 7:30 p.m.
- F) If guest is to stay on an overnight basis, the resident is to notify the front gate and obtain an appropriate pass.
- G) No gate pass will be issued for longer than 14 days unless approved by the General Manager. Any guest staying longer than 14 days must obtain a temporary barcode at a cost of \$10.00.
- H) Barcodes may not be transferred from one vehicle to another.

- I) Private duty personnel, i.e., nursing care and housekeepers can be allowed access without pre-calling with written authorization by the resident. Resident is to notify the front gate of any changes in status of the service.
- J) Pedestrians and bicyclists must provide proof of residency, i.e., driver's license or pedestrian pass. Pedestrians with a pedestrian pass are to use the pedestrian gate. Passes are available at the Association Office.
- K) Realtors, other than Seven Lakes Realty, Inc. showing units to prospective purchasers for resale or rentals must meet such parties at the front gate (Cleveland Avenue) and escort them to and from the unit.
- L) For entry with any vehicle other than own, the resident will be asked to show proof of residency by producing a valid driver's license or other documentation.

**R/R #6 - Vehicle Driving**

- A) All vehicles must obey the posted speed limit and all traffic signs.
- B) All vehicles must stop when exiting all driveways and condominium parking areas to allow for cross traffic to clear.
- C) Vehicles are not allowed shortcuts through parking lots.
- D) Motorcycles, powered scooters, segways, and any like vehicles are not allowed on roadways.
- E) Motorized wheelchair/handicap scooters must use the sidewalk where available.

**R/R #7 - Vehicle Parking**

- A) Except as provided in R/R #8 – “Miscellaneous Vehicle Parking”, automobile parking spaces shall be used solely and exclusively for that purpose. No commercial vehicles, buses, open-bed vehicles (except permitted pickup trucks), campers, mobile homes, motor homes, off-road vehicles, inoperable vehicles, boats, trailers or motorcycles of any kind shall be permitted to be parked or stored at any time upon any condominium or Association property. No trucks (see “Truck” definition) are permitted to be parked or stored at any time upon any condominium or Association property except pickup trucks ½-ton and less that are used solely for personal transportation and are not used as commercial vehicles (see “Commercial Vehicle” definition). This provision applies to all owners, tenants, guests, and other invitees of owners or tenants. This provision shall not apply to the temporary (less than 12 hours) parking of trucks, commercial vehicles, and open-bed vehicles used by outside vendors to furnish

commercial services to the condominium property (the units or common elements). No trash, debris or other goods or materials may be kept in the beds of permitted passenger pickup trucks unless the bed has been covered with a commercially fabricated top that has been approved by the Board of Directors. *(Resolution #2772 – 4/25/18)*

The following definitions shall apply for purposes of this provision:

**“Truck”** means all vehicles of any kind, with a greater than ½-ton rated weight-carrying capacity, which are manufactured, designed, marketed, or used for transporting goods of any nature including any truck equipped with dual wheel or any oversized tires or any raised or lifted truck body. “Truck” shall include, but shall not be limited to pickup trucks, step, panel or cargo vans of any weight or size provided that the term “truck” shall exclude passenger vans primarily designed for the carriage of eight or less passengers and not primarily designed for the carriage of goods. *(Resolution #2772 – 4/25/18)*

**“Commercial Vehicle”** means any vehicle whose commission involves any degree of engagement in commerce which includes, but is not limited to, the following: the transport of tools, materials, or supplies which are used to provide services of any kind to a company or individual; the delivery or pickup of goods; any vehicle containing onboard/built-in devices or hardware that are designed to provide maintenance, installation, or repair services; any vehicle with a company name, logo, or slogan whether permanently installed or on temporary signage; whether the logo or slogan is visible or obscured, any vehicle that has dual rear wheels; and any vehicle with ladder racks, utility, and/or flatbeds. *(Resolution #2904 – 6/26/19)*

**“Bus”** means all vehicles of any kind whatsoever including vans which are manufactured, designed, marketed, or used as a bus for transport of nine or more passengers or the carriage of goods.

**“Open-Bed Vehicle”** means all vehicles of any kind whatsoever excluding permitted pickup type trucks including flatbeds which have exterior unenclosed areas, no matter what the size, which unenclosed areas are manufactured, designed, marketed, or used for storage, placement or transportation of goods or any other types of objects. The enclosure of an open-bed vehicle or truck with a “capper,” “topper,” or similar enclosure shall not serve to remove the definition of such vehicle as a “truck” or “open-bed” vehicle (i.e., said vehicles are still prohibited from being kept, stored, or parked upon the condominium property).

**“Off-Road Vehicle”** means all vehicles or conveyances which are primarily designed or marketed for non-highway recreational or commercial use. By way of example, but not limitation, “ATV’s,” “dune buggies,” “suped-up” passenger



vehicles,” “dirt bikes,” “minibikes,” “monster trucks,” and “swamp buggies” shall be considered off-road vehicles.

**“Camper”** means all vehicles, vehicle attachments, vehicle toppers, vehicles with exterior air conditioning units and/or exterior utility hookups, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed, or used for the purpose of camping, recreation or temporary housing of people or their personal property.

**“Mobile Home”** means any structure or device of any kind whatsoever which is not self-propelled, but which is transportable as a whole or in sections which is manufactured, designed, marketed, or used as a permanent or temporary dwelling.

**“Motor Home”** means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed, or used to provide temporary living quarters for camping, recreational or travel use. Vehicles which contain showers, restroom facilities or cooking facilities shall also be considered motor homes.

**“Motorcycle”** means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.

**“Inoperable Vehicle”** shall include any vehicle of any nature whatsoever which is not capable of normally and safely engaging in highway travel. Any vehicle that does not display a current license automobile tag shall also be deemed an “inoperable” vehicle.

**“Boat”** means anything manufactured, designed, marketed, or used as a craft for water flotation, capable of carrying one or more persons or personal property, including personal watercraft such as “jet-skis”.

**“Trailer”** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed, or used to be coupled to or drawn by a motor vehicle.

- B) Unit owners or tenants who are not residing at the condominium and whose unit is unoccupied, may store no more than one operable vehicle on the condominium property (assuming same is otherwise permitted by this provision), and must store said vehicle in guest parking space or owner’s carport. Stored Vehicle must be registered in unit owner’s/renter’s name. Cloth covers (but not plastic) may be placed over stored automobiles. Any cover that becomes torn, tattered, or detached from the vehicle may be removed and disposed of by the Association. (Resolution #2772 – 4/15/18)

- C) No vehicle may remain if it is inoperable (e.g., not currently licensed) and/or becomes unsightly (e.g., flat tires, broken glass, rust holes, etc.).
- D) Unit owners or tenants who store a vehicle on the common elements while said owner or tenant is absent from the unit must leave a key to the vehicle with the front gate for use in the event of an emergency or in connection with maintenance of the common elements (e.g., repairs to underground utilities, parking lot resealing and/or resurfacing). (*Resolution #2772 – 4/25/18*)
- E) All vehicles must be parked with the front of the vehicle facing the parking bumper. No vehicle is to be backed into any parking space.
- F) Any vehicle that is in violation of any provision of this provision may be towed away at the owner's expense without limiting other remedies of the Association for enforcement of this provision.
- G) During season (November 1<sup>st</sup> through April 30<sup>th</sup>), those residents who have a designated carport space cannot park in a resident space except as approved by the condominium. Residents with more than one vehicle must park additional vehicle in the visitor or undesignated space. Garden and golf villa residents can park one additional vehicle in their driveway or their condominium visitor parking spaces.
- H) No vehicle may be parked where any part of the vehicle extends onto any roadway with the exception of handicap attachments. The extended ball hitch is to be removed while vehicle is parked. (*Resolution #2772 – 4/25/18*)
- I) No repair of vehicles shall be made within the condominium or Association property such as oil change, brake replacement, etc. Vehicles can be jump-started or have a spare tire installed to have vehicle moved.
- J) Vehicles cannot be washed in any area within Seven Lakes.
- K) No vehicles are to be parked on any grassy areas. Vehicles may park at an approved location at the tennis courts only when necessary and only for a maximum time of two hours.
- L) All vehicles must be insured according to local and state requirements.
- M) No vehicle may store or contain any explosive or flammable material except normal operating fuels and amounts as listed in the standard handbook of the vehicle and contained within the regular vehicle fuel tank.
- N) Any vehicle leaking fluids, oils, fuels, or chemicals of any type will be removed immediately from the property. Protection of the parking and driveways will be

the responsibility of the owner. Any asphalt, sod, sewer system or any other common or limited common elements or private property damage will be charged to the owner, and the vehicle will be moved at owner's expense.

#### **R/R #8 - Miscellaneous Vehicle Parking**

- A) Boats, motorcycles, motor homes, recreational vehicles, commercial vehicles, trucks, trailers, and any other similar vehicle shall be parked in the Pavilion east parking lot designated area. Storage of such items is at the owner's own risk. Owner may be required to remove any of the above for an event, if space is needed, or in case of emergency.
- B) Maximum parking time at designated area will be all or part of any seven days during any 30 consecutive days or a total time of no more than 14 days in any 12-consecutive month period.
- C) The security captain at the front gatehouse must be notified to obtain approval and location of designated area. Unknown and unapproved vehicles will be towed away at owner's expense.
- D) No one may use a motor home or other temporary facility as their residence or on an overnight basis during their stay.
- E) Motor homes and recreation vehicles may be parked at the condominium property of an owner's condominium only for the purpose of loading and unloading baggage (48 hours maximum) of permanent resident upon initial arrival or departure.
- F) Upon approval of the General Manager, when work is being performed on a unit, commercial vehicles, storage pod, and construction equipment may be parked overnight at a pre-approved location. (*Resolution #2772 – 4/25/18*)
- G) No boat, motor home or recreation vehicle shall connect into any condominium or Association power nor is the draining of any waste facilities allowed.
- H) Vehicles parked or stored on Seven Lakes' common elements or Association property and in violation of the rules and regulations will be towed away at owner's expense.

#### **R/R #9 - Golf Cart Driving**

- A) Follow all vehicle traffic rules and regulations while on roadways or in parking lots. Comply with Florida Statute 316 for golf cart operations.
- B) No one under the age of 16 is allowed to drive a golf cart.

- C) No more than two (2) adults are allowed in one golf cart. A maximum of three (3) people are allowed in the following circumstances:
- Two (2) adults and one (1) small child on passenger's lap.
  - If golf cart is equipped with a back seat, two (2) additional people are allowed. *(Resolution #2501 – 9/16/15)*
- D) Driver must occupy the seat behind the steering wheel and controls and shall not allow a child in his/her lap. Riders must be seated in designed seat (no standing is allowed) with no riders on the back of the cart or on the front console. *(Resolution #2501 – 9/16/15)*
- E) Only electric driven golf carts are allowed.
- F) Golf carts used during darkness must use headlights, taillights, or reflectors.
- G) Golf carts are not allowed on sidewalks.
- H) An adult may have a leashed pet in a golf cart. The leashed animal shall not be left unattended. *(Resolution #2501 – 9/16/15)*

**R/R #10 - Golf Cart Parking**

- A) Parking in condominium parking lots may be scarce at times so parking a golf cart in occupant vehicle space is to be avoided at these times.
- B) Golf carts must be parked in their leased golf cart space or garage (golf and garden villas only) when being charged.
- C) Golf carts can be parked on grassy areas that are adjacent to parking lots and swimming pools. Overnight parking on other grassy areas is not permitted. Golf carts cannot be parked on patios or on grassy areas of the unit on condominium property.
- D) Golf cart space lessee is the only one authorized to charge their golf cart batteries in their leased space.
- E) All golf carts are to be identified with the owner's building and unit number. Seven Lakes decal and numbers are to be obtained from the Association Office.
- F) No batteries, spare tires, empty water jugs, storage cabinets, etc., are to be stored in the golf cart space. Distilled water in clear container jugs is allowed.
- G) See R/R #30 – “Golf Cart Maintenance” for golf cart repair restrictions.

- H) Bicycles are not to be stored or kept in golf cart spaces.
- I) If golf cart is padlocked, a key is to be left at the front gatehouse for emergencies.
- J) Golf cart keys are not to be kept in cart when parked overnight.

**R/R #11 - Outside Contracted Services by Owner/Resident**

- A) Owner is responsible for notifying contractor of these contract service restrictions and assumes the responsibility for the contractor to obey the rules.
- B) Resident is to notify the contractor that they must enter via the rear gate (Cypress Lake Drive) between the hours of 7:30 a.m. to 7:30 p.m. After hours, emergency service entrance is available via the front gate (Cleveland Avenue). Association commercial vehicles are allowed entry at either gate. See Item M for allowable work hours (*Resolution #2772 – 4/25/18*)
- C) Owner/resident is responsible for any damage or cleanup to any condominium common areas and Association property caused by the contractor.
- D) Any work that will require the moving of equipment onto condominium common areas or Association property must be pre-arranged with the maintenance manager or grounds manager.
- E) Any contractor who does not obey the rules and regulations can be removed from the property and denied further access.
- F) Contractors are not allowed to solicit any other owner/resident for work, i.e., going door-to-door, fliers on doors or windows, or hanging business information on bulletin boards. See R/R #28 – “Soliciting/Bulletin Boards”.
- G) See R/R #20 – “Trash Pickup”, Item B, for trash disposal by contractor.
- H) Any cleanup of equipment and/or tools shall be pre-approved through the maintenance manager.
- I) Contractors are not allowed to bring animals on the Seven Lakes’ property.
- J) See R/R #8 – “Miscellaneous Vehicle Parking”, Item F, for parking restrictions.
- K) Contractors are to be properly attired.
- L) Contractors are not allowed to play radios and other musical devices where it can be heard outside the unit.

M) Work hours for any work that may create a nuisance to neighboring units are limited to the hours of 8:00 a.m. to 6:00 p.m., Monday to Saturday. However, emergency repairs, i.e., water line breakage, sewer backup, air conditioning repairs, and other approved repairs by the General Manager can proceed.

N) Procedures for performing all work to a unit must meet the requirements as specified by the “Architectural Request Procedure”.

**R/R #12 – Bicycles**

A) Bicycle riders must travel with traffic.

B) Do not ride on sidewalks, pool decks, in Atrium, or on golf cart paths.

C) Obey same traffic rules as vehicles.

D) Owner’s name and unit number shall be placed on bicycle(s).

E) In an owner’s absence, bicycle(s) shall be stored inside the owner’s unit including on lanais. Upon a hurricane watch notice, bicycle(s) must be stored inside the unit.

F) Bicycle(s) used during darkness must be equipped with a headlight and reflectors.

G) Bicycle(s) must be kept in good repair, or they may be removed. (*Resolution #2772 – 4/25/18*)

H) Bicycle riders entering Seven Lakes must show proof of residency.

I) Bicycle(s) must be parked in designated areas only. Bicycle(s) are not to be stored in golf cart spaces or carports. (*Resolution #2772 – 4/25/18*)

J) Only minor bicycle repairs are allowed to be done on the property.

**R/R #13 – Skateboards, Skates, Scooters, Roller Blades, Etc.**

A) Skateboards, skates, scooters, roller blades, or any other such equipment cannot be used on Seven Lakes’ property.

**R/R #14 – Pedestrians**

A) Walk on sidewalks where available.

B) Where sidewalks are not available, walk facing traffic.

- C) On roadways, walk single file when traffic approaches.
- D) Always hold children's hand.
- E) Joggers are to follow the same rules as pedestrians.
- F) Walkers and joggers must carry lights during darkness.
- G) See R/R #22 – “Attire” for proper attire.

**R/R #15 – Children**

- A) Children under the age of 16 years are not allowed in the Pavilion without a parent or guardian.
- B) Children under the age of 18 years are not allowed to wander about within the community between the hours of 10:00 p.m. and 6:00 a.m. without a parent or guardian.
- C) Children may not play or loiter in halls, stairwells, elevators, laundry room, streets, parking areas or any other common areas.

**R/R #16 – Signs**

- A) No sign, advertisement, banner, notice or other lettering shall be exhibited, inscribed, painted, or affixed by anyone on any part of the outside of the premises or building, or inside the premises to be visible from the outside without the prior written consent of the Association. This rule does not apply to a mortgagee who has taken title by foreclosure or in lieu of foreclosure. See R/R #28 – “Soliciting/Bulletin Boards”.
- B) No “For Sale” sign or other signs shall be placed on or in any vehicle.

**R/R #17 - Outside Antenna**

- A) Television & Other Outdoor Antennas – No television, radio, satellite or other antenna or satellite system may be installed on the common elements by any person other than the Association, except as provided herein. Certain television, satellite or other antenna systems may be erected or installed on condominium property subject to compliance with the following requirements. Permitted antennas include (collectively hereinafter referred to as “antennas”):
  - Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.
- B) Location of Antennas – Antennas are only permitted to be installed in exclusive use areas such as balconies, terraces, or lanais. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Antennas may not extend beyond the plane of the imaginary line running from the edge of the balcony ceiling to the balcony floor, bounded on the sides by the vertical balcony walls.
- C) Holes (whether through drilling, nails, screws or otherwise) are not permitted in structural portions of the building (including, but not limited to, concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the building (including, but not limited to, its waterproofness) is not compromised by the installation of antennas.
- D) Safety Requirements – To safeguard the safety of the unit owners, occupants of the residence in which the antenna is located, neighboring unit owners, and other owners and members in the condominium, it shall be the obligation of the owner to comply with all applicable local, state, and federal safety requirements including, but not limited to, obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed to cause no damage to the building, such as compromise of its waterproof integrity. Unit owners shall indemnify the Association for any loss or damage (including attorney’s fees) occasioned by non-compliance with these obligations. A unit owner shall indemnify and hold harmless the Association and all other unit owners for any damage that an antenna causes to the condominium property or to persons or other property.

**R/R #18 - Walkways**

- A) Sidewalks, entrances (except those entrances that are set in an alcove off the walkway), passages, elevators, walkways, stairways, halls, corridors, and all common and limited common elements must not be obstructed, encumbered, or



used for any purpose other than for ingress and egress to the premises. No carriages, plants, bicycles, scooters, motorized chairs, wheelchairs, figurines, toys, benches, chairs, tables, welcome mats, or other objects of a similar nature may be placed in such areas. Benches, however, may be approved for placement on the walkways of mid-rise condominiums in areas specified by the fire inspector so as not to impede access to or from any unit, elevator, or stairwell when using a stretcher. These benches are not to be moved from those specified areas to any other areas and should be tied down in an acceptable fashion for hurricanes or other disturbances. (*Resolution #2988 – 3/25/20*)

- B) Parking areas, driveways, and all common and limited common elements must not be obstructed, encumbered, or used for any purpose other than for parking of approved vehicle. No carriages, plants, bicycles, scooters, motorized chairs, wheelchairs, figurines, toys, benches, chairs, tables, welcome mats, or other objects of a similar nature may be placed in such areas.

**R/R #19 - Window Covering/Hanging Clothes**

- A) No item shall be permitted to be placed on the interior or exterior of any unit so as to change the exterior appearance without prior written approval of the Association and upon such conditions and specifications as the Association may impose, together with any other approval, required by the Declaration of Condominium.
- C) No reflective material or conspicuous articles of clothing or household items may be hung in windows, doorways, terraces, common areas, stairways, outside windowsills, railings, or open garages.
- C) No articles of clothing or any household item such as a rug, mop, or the like, shall be shaken from any exterior or outside corridor window or door.
- D) No item whatsoever shall be placed on any outside windowsill, railing, wall or in any location that could constitute a safety hazard.
- E) No one shall discard or permit any items to fall from the windows or terraces of the family unit nor shall any sweepings, dirt or other substances be thrown from a unit into the corridors or halls, ventilators or elsewhere in the building or condominium grounds.

**R/R #20 - Trash Pickup**

- A) Garbage and trash shall be disposed of in the facilities provided.
- B) Owner hiring outside contractors shall be responsible for removal of all construction waste and debris. No construction debris is to be dumped in Seven

Lakes' trash containers. Owner will be responsible to pay for any extra trash removal and hauling.

- C) Owner will be responsible to make outside arrangements to remove large items such as refrigerators, hot water heaters, stoves, couches, dressers, etc., at his/her own expense.
- D) Trash left at curb for pickup at the golf and garden villas must not be set out prior to 7:00 p.m. the previous day.
- E) No hazardous waste such as paint, batteries, tires, etc., is to be placed in the dumpster or for trash pickup. Owner is responsible for proper disposal of such waste.
- F) Medical injection needles are not to be placed in the trash. Check with medical supply dealer for proper disposal.

#### **R/R #21 - Pets**

- A) No pets shall be allowed by owner or guest except either one dog or one cat (i.e., one dog or one cat only, not one of each) under 25-pounds, or an unlimited number of fishes in one 50-gallon maximum fish tank, or birds in one cage. Maximum number of dogs and/or cats allowed by an owner with guest at any one time is two.
- B) Owners of a dog or a cat must keep their pet on a leash in hand when outside their units except in areas approved by the Board of Directors. A leash cannot be longer than 20 feet.
- C) No pets are allowed on the golf course unless they meet the criteria established by ADA requirements and HUD rules, the pool areas, game courts, Pavilion area, Association bus, or at any event. (*Resolution #2877 – 4/24/19*)
- D) Pet owners must pick up all pet waste. Pet waste is to be disposed in sealed receptacle in condominium dumpster and not in common area trash.
- E) Each condominium resident who owns or maintains a pet shall indemnify the Association and hold it harmless against any loss or liability or claim of any kind or character whatsoever arising out of or connected with the keeping of any animal or pet upon the condominium property against animal attacks or bites or any other incidents in connection therewith of like character.
- F) The unit owner shall be liable for any damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., caused by the pet, and the unit

owner must pay all costs involved in restoring any damage to any part of the condominium property or private property.

- G) The unit owner shall be financially responsible for any person injured or property damage caused to any other unit owner, occupant, guest, employee, vendor of the building or to any member of the public, by the pet.
- H) The resident shall remove the pet should it be necessary because of any noise, barking, damage to the building and/or grounds, or any reasonable complaints from other residents.
- I) No pet or animal may be kept by any resident on any part of the condominium property which constitutes a nuisance, and which unreasonably interferes with the quiet enjoyment of the premises by other residents.
- J) All pets will be in good health and have proof of necessary shots, licenses, and any other certificates required by any governmental agencies. (*Resolutions #2877/#2878 – 4/24/19*)
- K) No one shall feed free roaming alligators, dogs, cats, ducks, or other such animals. Bird feeders are not allowed.
- L) No resident shall board a pet for anyone except for another owner.
- M) Dogs are allowed off leash only in specified area. Owner must obey all rules posted in the dog run area.

**R/R #22 – Attire**

- A) Residents and their guests/invitees, adults, or teenagers, shall wear appropriate attire including dresses, blouses, shirts, shorts or trousers, and footwear in all common areas except in the garden villas where sunbathing is permitted on patios that are not enclosed.
- B) Normal bathing attire is required at pool areas. Proper cover-up is to be worn when going to or coming from pool areas.
- C) See Seven Lakes Golf Association Rule Book for proper golf attire. Metal spikes are not allowed.
- D) Proper tennis attire must be worn on tennis courts including “tennis” shoes. Tennis court surface grit is to be removed from shoes prior to entering the Pavilion area.

- E) Halter tops and men's sleeveless shirts are not allowed in the Tee Room. Patrons wearing bathing suit cover-ups are permitted in the Tee Room screened patio area only. (*Resolution #2501 – 9/16/15*)

### **R/R #23 - Flammable Fluids**

- A) No flammable, combustible or explosive fluids, chemicals, gases, or explosives shall be kept in a unit or common elements except as required for normal housekeeping use.
- B) Garden and golf villas are allowed to have grills with the understanding that a propane tank must be an approved type, not stored indoors except for garages, and turned off at the tank valve when not in use. Grill is to be covered with a black cover when cooled and not in use. Grill use and storage must meet all applicable fire codes.

### **R/R #24 - Personal Generators**

The use of emergency generators is allowed only under the following conditions:

- A) Any owner requesting to have a generator must first have it approved by the Association. Forms are available in the Association Office.
- B) The owner must agree to sign a waiver to accept all responsibility for all property damage and all bodily injury caused by the use or misuse of the generator. The owner also agrees to indemnify and hold harmless the Association from all claims whatsoever including attorney's fees arising from the use of personal generators or any condominium property of the Seven Lakes condominium or its Association property. This includes claims involving damage to property and injury or death to persons.
- C) Owner must agree to obey all safety rules and if violated, agree to forfeit the right to own a generator.
- D) Generators can run only during the daylight hours as to not disturb the neighbors.
- E) Generators cannot be placed on walkways.
- F) Gasoline can be stored only in a garage. A maximum of ten gallons of gas can be stored in an approved container in any garage.
- G) A gasoline-powered generator may be operated only in an area where there will be no problems with exhaust fumes. Carbon monoxide gas is deadly, and no generator is to be operated anywhere inside a condominium, lanai, or open

garage. When operating generators outside, they must be situated where no exhaust fumes can enter any adjacent unit or garage.

- H) Gasoline cannot be stored inside of a generator, except in a garage, or anywhere inside a condominium unit, therefore, generator gasoline tanks must be removable to facilitate complete emptiness of the tanks. Storage of gasoline is not allowed in any condominium unit or lanai.
- I) Generators must have an interconnection manual transfer-switch installed by a licensed electrician.
- J) Never re-fuel the generator while it is hot, as spillage could cause a fire.
- K) Never run the generator over its wattage capacity during startup or while it is running.
- L) Always pay attention to the operating manual regarding the generator, engine, and transfer-switch. This equipment is not a toy and needs to be dealt with in a professional manner. Proper maintenance is needed as to oil, filters, etc.
- M) Never leave generator running unattended.
- N) When raining, do not operate generator out in the open.
- O) Must have carbon monoxide detector located in living area of unit.
- P) Any generator not meeting the above requirements may be disconnected by the Association.

#### **R/R #25 - Outside Grilling**

- A) Personal outside grilling is not allowed except as follows:
  - 1) At locations where grills are provided by the Association.
  - 2) At locations where condominiums have provided grills for use by their residents.
  - 3) Garden and golf villa residents. Grilling can be done only outside and coincide with fire regulations.
- B) Scheduling of the Pavilion barbeque area for group cookouts must be made through the Recreation Department.
- C) "Common area" grills must be cleaned after use.

**R/R #26 - Damage**

Each family unit owner is responsible for the expense of repair of damages or cleanup to the common elements and/or Association property done by him/herself, members of his/her family and guests, renters, agents, contractors, pets, and employees, whether intentional or unintentional.

**R/R #27 - Amenities**

Regulations regarding the pools, craft rooms, recreational facilities, golf, game courts, and other common facilities heretofore or hereafter made by the Board of Directors shall be adhered to without exception. (*Resolution #2772 – 4/25/18*)

**R/R #28 - Soliciting/Bulletin Boards**

- A) There shall be no soliciting allowed in the community including, but not limited to, contractors looking for work, agencies seeking clients, religion solicitors, selling of any products, etc., all without the approval of the Association.
- B) Bulletin boards are restricted for use by the condominium and Association for informational purposes.
- C) Individual notices may be removed at the discretion of the condominium representative.

**R/R #29 - Carport Ownership**

- A) Unless otherwise provided in the Declaration of Condominium, no unit owner may purchase or be assigned the exclusive use rights to more than one carport space in his/her own condominium, or any carport space in any other condominium unless all non-carport owners sign a Carport Release form declining the purchase of the carport space in the condominium where the carport space proposed to be purchased or assigned is located, who do not own or have exclusive use rights to a carport space, decline to purchase or accept exclusive use rights to the carport space under terms that will provide the seller or assignor economic value equal to or greater than the terms of the proposed sale or assignment. Unit owners who own or are assigned the exclusive use rights to more than one carport space at the time of adoption of this rule may continue to use their carport space until their unit is sold or otherwise transferred to a different owner after which this rule is fully effective March 1, 1995. This rule shall not be construed to prevent seasonal leases of, or assignment of exclusive use rights to more than one carport space. This rule shall not prevent a person who owns more than one family unit from owning the leasehold rights to one carport space for each family unit owned. (*Resolution #2814 – 10/24/18*)

- B) Storage lockers and shelving or any other improvements are prohibited in any carport except as approved by the building carport owners and the Board of Directors. Storage lockers must be maintained, or they can, at the discretion of the Board of Directors, be removed and disposed of. Existing storage lockers are approved, but any replacements must meet this rule. Carport use is for the sole purpose of parking authorized vehicles. During the off-season months of April through the end of September, one golf cart may be parked in a carport space as authorized by the owner of the carport. *(Resolution #2599 – 7/27/16)*

**R/R #30 - Golf Cart Maintenance**

- A) All golf carts must be in good repair including, but not limited to, having all tires properly inflated, no mold, no debris left in cart, no fluids dripping, etc.
- B) Golf carts can be lubricated or have minor repairs performed on the premises. *(Resolution #2772 – 4/25/18)*
- C) Golf carts can be rinsed only at the designated rinse area. *(Resolution #2772 – 4/25/18)*
- D) Golf cart batteries and under carriers can be rinsed only at the cart rinse area.
- E) Major repairs and/or painting to golf carts and vehicles are to be performed off premises.
- F) Golf cart batteries must be changed by a licensed provider or by owner in the cart area. Batteries must be disposed of in accordance with all applicable laws.
- G) Owner may change tire on site but cannot store or keep spare tire in golf cart space or on Association property.
- H) See Rule #10 – “Golf Cart Parking” for golf cart parking restrictions.

**R/R #31 - Unit Maintenance**

Except as provided in the individual Condominium Declaration (Declarations supersedes the Seven Lakes Rules & Regulations), each unit owner is responsible, at his/her own expense, for all maintenance, repairs, and replacement of his/her own unit and those limited common elements serving his/her unit if so, provided herein, whether ordinary or extraordinary including without limitation:

- A) Interior partitions, the finishes thereof, and the structural framing related thereto (assuming non-load bearing).

- B) All electrical facilities and fixtures from and including the breaker box and from the breaker box inward servicing only that unit.
- C) Screen doors (including hardware and framing).
- D) Sliding glass doors and the structural components thereof, including trim and caulking.
- E) Unit front entry door hardware (locks, hinges, etc.) and interior painting of entry door.
- F) All other doors and the framing and structural components thereof (including trim, caulking, locks, and hardware) within or servicing only the individual unit.
- G) The mechanical and plumbing fixtures and outlets (including connections) within a unit and serving only that unit including the water shut-off valve inward including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.
- H) Outbound plumbing is the responsibility of the owner until the point of connection to a vertical disposal even if outside the unit boundary including, but not limited to, the operation of the water shut-off valve.
- I) Appliances
- J) All portions of the heating and air conditioning equipment (including compressors, air handlers, and refrigerant lines) no matter where located (except that Association shall maintain refrigerant and electrical lines running from the compressor to air handler).
- K) Air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the unit).
- L) Carpeting and other floor covering (including balcony areas).
- M) The maximum life expectancy of a hot water heater is 10 years. Any hot water heater exceeding the life expectancy that causes damage would be considered negligent.
- N) Holiday decorations on common area can be put up no more than 30 days prior to a holiday and must be removed no longer than 30 days after a holiday.  
(*Resolution #3083 – 3/24/21*)

All said areas, if located outside of the boundaries of the unit, are declared limited common elements.



### **R/R #32 - Additional Unit Owner Obligations**

In connection with his/her maintenance, repair, and replacement obligations, the unit owner shall have the responsibility to obtain the prior written approval of the Association through the Board of Directors (and the owners, where required) before performing any maintenance, repair or replacement which requires changes or alterations to the exterior physical appearance of the condominium property; excavation; access to building roofs; removal, modification or relocation of any interior partitions, walls, whether load-bearing or not or the relocation of cabinets or appliances; addition of washers or dryers; relocation of utility, plumbing or electrical lines or fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the condominium property as determined by the Board of Directors. The Association may condition such approval on criteria as the Board of Directors deems reasonable including, but not limited to:

- A) Proof of appropriate permits.
- B) Preservation of uniformity of appearance.
- C) Use of licensed and insured contractors for work requiring permits.
- D) Right (but not duty) of oversight by the Association or its agent.
- E) The unit owner submitting plans as to the scope of the contemplated repair.
- F) Restrictions as to hours of work.
- G) Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- H) Restrictions regarding equipment that may be parked or stored on or near the condominium property during construction.
- I) Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.
- J) Restrictions as to driving onto lawns and walkways to prevent damage. Contractor is required to provide protection from such damage.
- K) Owner is ultimately responsible for all damages, for any reason, to the condominium/Association property.

Nothing shall preclude the Association from acting as the owner's agent and obtaining the services of contractors to perform unit owner maintenance responsibilities, provided that the Association and the owner so agree, or in emergency situations, when necessary (as determined by the Board of Directors) to facilitate projects involving the Association's maintenance of the condominium property, and provided that the owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting common expenses under these condominium documents, i.e., a lien for charges. Unit owners shall, at all times, be responsible to ensure whether or not Association approval is required for work being done within the unit that all contractors and other persons performing services for the unit or owner are properly licensed and insured, including required Workers' Compensation insurance. The unit owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with this requirement.

**R/R #33 - Lanais**

Lanais (also called balconies or terraces) may be designated as part of the unit. The unit owner who has the right to the exclusive use of said lanai shall be responsible for the maintenance, care, and preservation of, at the unit owner's sole expense, lanai floor coverings (the Board of Directors may prohibit certain types of floor coverings or require the removal of existing coverings when necessary for the structural preservation of the building); the screens and frames (including kneewalls, where installed); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the lanai; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair, and replacement of lanai floors, ceilings, and load bearing walls, provided that painting and regular maintenance (non-structural) of building walls enclosed by lanais shall be done by the unit owners, subject to the uniformity of appearance (e.g., color) or other criteria set forth in the condominium documents or as determined by the Board of Directors.

**R/R #34 - Unit Floor Coverings**

All units above the first floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, lanais, entry foyers, and utility or laundry rooms, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may be installed only in areas other than kitchens, bathrooms, lanais, entry foyers, and utility or laundry rooms, upon prior written approval of the Board of Directors, which shall condition its approval on the unit owner's proof of the installation of approved sound-deadening material. All replacement of hard surface flooring above the first floor (including replacements in kitchen, bathrooms, lanais, entry foyers or utility or laundry rooms) shall require approved sound-deadening underlayment. Specifications for soundproofing of hard flooring must be approved in writing by the

Board of Directors prior to installation, and then the installed soundproofing must be inspected and approved prior to installation of the hard flooring.

**R/R #35 - Alterations by Unit Owner**

No owner may make or permit the making of any modifications or alterations to any portion of the common elements, nor enclose or alter the lanai installation, nor make any change to any exterior portion of his/her unit, nor change the exterior appearance of windows or doors, nor make any structural change within the unit interior, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. Further, if no similar alteration or improvement has been approved by the Association in the past, the alteration or improvement shall also require the approval of unit owners in this condominium in the same percentage set forth in the Declaration of Condominium. After such approval by the unit owners, other installations or alterations of like manner may be approved by the Board of Directors. "Structural" alterations include, but are not limited to, relocation of existing electrical, plumbing, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window, or screen; raising ceilings; the addition of washers or dryers; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" shall also include the addition, removal or relocation of any plumbing line or fixture, any electrical line or fixture, or the removal or creation of any interior partition if load bearing. No drilling is allowed into any post tensioned concrete slabs without locating existing concrete reinforcement cable prior to drilling. Drilling must be approved by the Seven Lakes Contracts Manger. Replacement of cabinetry, appliances, fixtures, etc., with substantially equivalent installations in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit (i.e., replacement of air conditioning compressor and/or air handler), or similar permits from the appropriate governmental agency, whether or not mentioned above. (*Resolution #2772 – 4/25/18*)

The Board of Directors may, in appropriate circumstances, require sealed plans from an architect or professional engineer license to practice in Florida as a condition of reviewing any requested structural modification, alteration, or addition to the condominium property. The Board of Directors, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Seven Lakes, the quality of the proposed alteration, objections of other Association members, and such other criteria as the Board of Directors may reasonably adopt in reaching its decision. If any unit owner requests approval of any structural alteration or modification, the Association may permit such removal or modifications if same

would not materially affect or interfere with the utility services constituting common elements, if any, located therein, the structural integrity of the building or create a nuisance or disturbance to neighboring units.

Should the Declaration of Condominium for any condominium within Seven Lakes Association be inconsistent with the provisions of R/R #35 – “Alterations by Unit Owner”, said Declaration shall control.

**R/R #36 - Additional Unit Owner Responsibilities for Alterations & Additions**

If a unit owner (or his/her predecessor in title, including the Developer) makes, or has made any modifications, installations or additions to the interior or exterior of the unit, common elements or limited common elements, the unit owner (and his/her heirs, successors in title, and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, repair, replacement or reconstruction after casualty of the modifications, installations or additions, and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the condominium property made by a unit owner (or predecessor) may be required to be removed in connection with the Association’s maintenance of the condominium property. In such cases, the unit owner who installed the alteration, addition or improvement (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation of the item, with said obligation being secured by a right of lien for charges of equal dignity to the common expense lien created by the Declaration, or alternatively, said owner may be required to remove and reinstall said additions, if so determined by the Board of Directors. Further, the Association, its contractors, and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

**R/R #37 - Enforcement of Maintenance**

If, after reasonable notice, the owner of a unit fails to maintain the unit, additions made to the condominium property or other portions of the condominium property as required above, the Association shall have, without waiver of other remedies, the right to enter the owner’s unit or limited common element and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation in which event the unit owner shall be charged for the costs of such activities (including attorney’s fees incurred by the Association) by the Association which shall be secured for charges by a lien.

**R/R #38 - Negligence Damage Caused by Condition of Unit**

Each unit owner shall be liable to the Association and/or other unit owners for the expenses of any maintenance repair or replacement of the condominium property, made necessary by his/her intentional act or negligence, or by that of any member of his/her family or his/her guests, employees, agents, or lessees. If any condition, defect

or malfunction existing within a unit or limited common elements which the unit owner is obligated to maintain, if caused by the owner's negligence or failure to comply with the condominium documents or applicable law, shall cause damage to the common elements, Association property, or to other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, provided that such responsibility shall be conditioned on the neighboring unit(s) being adequately insured based on local standards and conditions. Failure to comply with Rule #45 – "Vacant Unit Water Shut Off / Water Damage" will create a presumption of negligence.

**R/R #39 - Hurricane Protection**

- A) Hurricane shutters are allowed with approval of the Architectural Review Board and the Board of Directors, all in accordance with approved specifications.
- B) Plywood or any other material may not be placed over windows and doors, either internal or external without Board approval.

**R/R #40 - Landscaping**

- A) No owner or occupant shall conduct any landscaping activity which shall include, but not be limited to, all personal additions, alterations, trimmings, removal of landscaping, or otherwise, to the grass, trees, plants, ground cover, shrubs, bushes, edging, figurines, potted plants, lighting or any other such landscape item, whether on the common elements, limited common elements, or any Association property, unless written permission is first obtained from the Association in the manner set forth herein. Requests for landscaping alterations are to be made through the condominium representative of the building. Once landscaping is approved, it becomes the responsibility of the condominium to maintain that landscaping as a common expense. Landscaping that causes a nuisance or otherwise is of concern may be removed by the Association. Also, landscaping shall be done at the sole cost expense and liability of the owner performing the landscaping, and if at any time, for any reason, the landscaping is removed, the common area, limited common area, or other Association property from where the landscaping was removed shall be restored to its original condition at the sole cost, expense, and liability of the owner whose landscaping is removed. Complete detail of the Board Policy Letter #14 – "Procedure for Owner(s)

Grounds/Landscape Request” is available at the Association Office as well as the required Landscaping Approval Application. (*Resolution #2772 – 4/25/18*)

- B) Golf carts are not to be parked on landscaped areas. See R/R #10 – “Golf Cart Parking”, Item C.
- C) Personal property including, but not limited to, unattended chairs, tables, benches, potted plants, and figurines are not to be placed on grassy or landscaped areas.

**R/R #41 - Estates/Estate Sales/Personal Property Sales**

“Sales” will be limited to residents of Seven Lakes only. Prior approval of the General Manager is required.

**R/R #42 - Golf Cart Space Lease**

- A) No unit owner may be assigned the leasehold rights for more than one golf cart space unless all unit owners who do not have a golf cart space are given the opportunity to obtain assignment of the leasehold rights under terms that provide the assignor equal or greater economic value. A unit owner may comply with this rule by having a notice inserted in the Seven Lakes Newsletter for four consecutive weeks identifying the golf cart space involved and the economic value to be paid and directing any qualified unit owners who desire to match or exceed the economic terms specified to submit sealed, written bids to the Association Office by a date not less than 30 days from the date of the first issue of the Seven Lakes newsletter in which the notice appears. If any qualifying bids are received, highest qualifying bid will be accepted. If no qualifying bids are received, the unit owner shall be entitled to obtain assignment of the leasehold rights to another golf cart space. This rule shall not prevent a person who owns more than one family unit from owning the leasehold rights to one golf cart space for each family unit owned.
- B) Golf cart space owner must be a unit owner at Seven Lakes Association.
- C) Upon sale of a unit, the golf cart space lease will be terminated within 30 days of sale unless seller owns or purchases a different unit in Seven Lakes.
- D) Golf cart space lease cannot be assigned or sublet without Association approval.

**R/R #43 - Unit Access**

Unit keys shall be provided to the front gate security to allow access to units under emergency conditions or as necessary to prevent building or unit damage. If keys are not provided, the unit owner shall assume all costs involved in obtaining access plus those costs affiliated with any delay.

**R/R #44 - Emergency Procedures**

Under emergency situations such as a tornado warning or a hurricane watch, the

Board of Directors shall have the authority to:

- A) Close any or all amenities and facilities.
- B) Restrict guests from arriving to stay in units that are unoccupied by the owner.
- C) Order evacuation of all agents and employees of the Association, and shut off power, water, and other utilities to the property.

**R/R #45 - Vacant Unit Water Shut Off/Water Damage**

- A) When a unit is to be unoccupied on an overnight basis, the occupant shall be required to shut off the unit's main water valve. Failure to do so will create a presumption of negligence. The owner shall be liable for any damage to all Association property, common elements, units, and any personal property as a result of failure to abide by this rule. Vacant units are to be inspected by an owner's agent no less than bi-weekly.
- B) Hot water heaters that are over 10 years old must be replaced.
- C) Maintain air conditioning condensation line to prevent backup and overflow.

**R/R #46 - Smoking Restrictions**

- A) Per the Clean Indoor Act statute, smoking is prohibited in all enclosed common areas. In addition, smoking is prohibited within 25 feet of the game courts, in the Pavilion/Atrium area (except in the designated area), all the swimming pool fenced-in areas, the Activities Room walkway, and all the condominium walkways under roof. (*Resolution #2686 – 4/26/17*)
- B) Restrictions also apply to Vapor and E-Cigarettes.
- C) Individual condominiums may impose smoking restrictions on the condominium common patio area with a majority of owners and Board approval.

**AMENDED RULE:**

These rules and regulations may be modified, added to, or replaced at any time by the Board of Directors.

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