



**LOCH LLOYD
NORTH
HOMES ASSOCIATION**

**RULES AND
REGULATIONS**

Adoption March 31, 2021

1.0 Introduction: Pursuant to the powers granted to Loch Lloyd North Homes Association, Inc. (the "Association") by the Association's Articles of Incorporation, the Declaration of Covenants, Conditions, and Restrictions, ("CC&R's") and the Association's Bylaws, the following rules and regulations have been adopted by resolution of the Association's Board of Directors and apply to all Association members. These rules and regulations supplement those in the CC&R's and the Association's Bylaws, and some of the rules are restatements from the CC&R's for emphasis. Exceptions to several of these rules may not be granted under any circumstances; and exceptions to others require documented justification by the resident and approval by the Association's Board of Directors. Homes Association Board of Director's has the right to levy fines and demand payment of fines for infractions. If necessary, the Home's Association Board of Directors will place a lien on the property until the fines have been remedied if the property/homeowner chooses to sell their property or home.

2.0 Design, Construction and Modifications: The exteriors of all property at Loch Lloyd are under the purview of the Association's Design Review Committee (DRC). That is, property owners must obtain the DRC's prior written approval for home siting, elevations, roof, exterior construction material, colors, and designs, plus all pool, landscaping, **fencing**, mailboxes, and any other feature on the property that will be visible from outside of the home itself. Changes made to exteriors or existing landscaping must also receive prior to construction, documented DRC approval. DRC retains rights & privileges to fine homeowner for non-compliance in this regard. There are no exceptions permitted under this rule.

3.0 Landscaping: All landscaping at Loch Lloyd must blend with the natural beauty of the development in the judgment of the DRC. It is the development philosophy that the natural state of the forested areas be retained and if necessary in the judgment of the DRC, forests affected by building/construction or natural destruction, be replaced by the homeowner or builder.

4.0 Golf Course Transition Zone: The final 15 feet of any property that is adjacent to the golf course must be maintained as a Transition Zone. This zone must be kept free of structures, or devices that would interfere with golf course irrigation or maintenance operations, and that would cause an abrupt change from private yard to golf course. This is for the benefit of both the homeowner and the development. The DRC will apply this rule when reviewing landscaping plans for lots that are adjacent to the golf course.

5.0 Water: Water shall be supplied to homes by the **North West Cass County Water Resource District (NWCCWRD)**. Members shall be billed monthly by the water district for water used the previous month. The NWCCWRD shall levy a reasonable late fee for bills not paid by the due date on the statement. The homeowner shall be responsible to pay for water hook-up to the system and for the cost of repairs of the hook-up if any. NWCCWRD shall be responsible for maintaining the water supply lines up to the boundaries of private property, and the system in general, such maintenance to be covered by water and sewer district. NWCCWRD has the right to change to an alternate bulk supplier of water as deemed necessary or desirable by the Water District's Board of Directors.

6.0 Sewage: Each home shall be fitted with a low-pressure "grinder pump" to accumulate and transfer sewage away from homes to processing facilities. The home owner shall be responsible for paying all costs associated with the purchase and installation, and repair of the grinder pump, including costs associated with hooking grinder pump to existing sewage lines. Billing for the work shall be directly from the supplier to the property owner. Maintenance and replacement of the pump and private line to the main sewer line is the homeowner's responsibility.

7.0 Heat Pumps: Add on heat pumps are required for each home.

8.0 Irrigation Backflow Prevention: Each home is required by law to have its in-ground irrigation system fitted with a backflow prevention device. The device is designed to prevent ground water backing into the home's water system. The homeowner shall be responsible for all costs associated with the purchase, installation, maintenance, and annual testing of the device. The homeowner must insure that the device is accessible and not covered with earth or blocked by plants or structures. The annual backflow test must be documented with a copy to the water district's representative.

9.0 Animal Control: In addition to the existing prohibition against farm animals as provided in the CC&R's, Members who may have household pets other than dogs or cats whose escape from the home could present a nuisance or a menace to others shall apply to the Association for approval of the pet before bringing it onto the premises. The Association is not concerned with approval of other household pets not likely to be outside the home, such as fish or (caged) birds.

9.1 Owners shall not permit dogs or cats to run loose on the development. Pets must be restrained on the owner's property. (Association encourages the use of in- ground electrical systems that restrict the movements of outdoor pets). Dogs on Loch Lloyd grounds away from the owner's property must be on a leash. Owners shall not permit dog or cats uninvited onto any other homeowner's property on the development, nor on any portion of Loch Lloyd Country Club property including the golf course. On the development, outside of the owner's property, the pets are permitted only on the Association's common areas. We do not advise security or maintenance to pick up or contain any pet. The appropriate agency will be notified if the owner cannot be located to contain. The owner shall be responsible for all costs associated with recovering the animal from such agency.

9.2 Owners shall not permit their dogs or cats to become a noise nuisance outside. Dogs left outside to bark, or cats to caterwaul can become a major annoyance in a very short period. This denies neighbors their right to peaceful enjoyment of their property and shall not be permitted. Owners will be notified in writing the first offense warning of fines being assessed. The noise nuisance would be after 11:00 p.m. and before 6:00 a.m.

9.3 Homeowners who walk their dogs on the Association's Common Grounds are encouraged to remove the feces placed by their pet in order to maintain the ground in sanitary conditions for all residents.

10.0 Use of Streets: Motorized vehicle using the streets of Loch Lloyd are limited to those licensed for use on public roads and operated by licensed drivers subject to the Board of Directors approval, with two exceptions:

- (1) golf carts operated by licensed drivers provided such carts that are not properly lighted are operated on streets only during daylight hours, and
- (2) equipment used to maintain common areas and the golf course operated by licensed drivers. Pocket bikes or miniature motorcycles are banned from Loch Lloyd.

10.1 No vehicle shall travel at a speed greater than 25MPH on any street on the development. Slow down to 20MPH when "Slow" or "Children" signs appear.

10.2 Adverse Camber Warning: Because the streets in Loch Lloyd were engineered to accommodate natural terrain drainage, some curves are banked the "wrong way" in what is known as an "adverse camber" for driving into the turn. This amplifies the sling force on the car in the turn. As long as the car does not exceed the "road and weather conditions" speed limit, this has not proven to be a driving problem over a period of several years. Slow down at all curves, especially when the road is wet or icy.

10.3 All Residential Streets are reserved for residents & guests of residents.

10.4 Individuals are considered trespassing if they use the streets to drive or walk without the prior consent of a resident or security officer. Club Members who are not residents shall restrict their access to the club facilities areas only.

11.0 Parking: Only those vehicles with Loch Lloyd registration (temporary or permanent) shall be permitted to park on the development for more than 24 hours. Only those vehicles deemed by the Board to be operational and "in use" shall be registered. All vehicles must be properly licensed

11.1 It is the basic policy of the Association that vehicles belonging to residents be parked inside the home's garage. However, when the resident owns more cars than the garage was constructed to house, the additional vehicle may be parked outside of the home, only in front of their home on their side of the street, and pursuant to the parking regulations adopted by the Homes Association. This applies only to passenger

cars and smaller ½ ton pick-up trucks. Larger trucks, trailers, and recreational vehicles or boats may not be parked outside a garage on the development overnight within the gates of Loch Lloyd without previous written approval by the Association.

11.2 When a visitor is staying overnight or for several days, the guest must be registered in the gate access system with the respective dates of the visit. Visitors will register their vehicle with Security upon entering through the Guest Lane.

11.3 Vehicles too large to fit inside the garage must be stored off the development.

11.4 No commercial vehicles are allowed overnight, defined as any vehicle that has any of the following:

11.4.1 Advertisement on the vehicle;

11.4.2 Over 10,000 lbs.;

11.4.3 Transports more than 8 persons;

11.4.4 Used for commercial transport of goods or services.

11.5 These parking rules apply to new residents ten days after closing on a newly constructed home or an existing home.

11.6 Street parking: Guests may park on the same side of the street as the home being visited provided that doing so does not restrict two-car traffic flow in the street. This means that cars may not be parked on both sides of the street if doing so reduces the traffic lane to less than necessary for two cars to safely pass each other in opposite directions.

12.0 Garage Doors: Garage doors shall be kept closed except for entry and exit, and for short maintenance periods.

13.0 Political Signs: In general, political signs are discouraged. A political sign may be placed in a residence yard up to 4 weeks prior to an election or ballot question and must be removed within 5 days after the election. Only 1 political sign, per residence yard, of the standard size of 2 x 3 feet is allowed, and can be no larger. Political signage must be ground mounted. No sign may be placed on any common area.

14.0 Flags: Flags mounted from a pole, hung from a residents home or garage must have prior written approval from the DRC. Political flags are not allowed. The maximum size of a flag is 3x5 feet mounted with a maximum of a six foot pole. The current American Flag is allowed as well as favorite sports teams, or the current state flag. Only one flag is allowed per resident.

14.1 Temporary ground mounted current American flags placed in a resident's yard for national holidays such as Veterans Day, Memorial Day, Independence Day, and Labor Day, may be in place for 5 days prior and 5 days after the celebrated holiday.

15.0 Basketball Backboard: Basketball goals and their placement are to be sensitive to adjacent homes, the street and common areas and must be approved by the DRC. Basketball goals that are attached to the home will not be approved. Additional screening may be required. All basketball goals must be clear backboard. All goals must be properly maintained. The association can make exceptions when two criteria are met in the judgment of the DRC: (1) The location of the backboard must be such that there will be very minimal potential for noise nuisance for neighbors; and (2) the backboard must not be visible from the street or golf course unless its design, color and partial screening by trees or other plantings bring it within approval for the exception.

16.0 Swimming Pools: As with all things exterior to the home, swimming pools require DRC approval of plans prior to construction. Pools must be enclosed with fencing of wrought iron or other acceptable material to prevent small children entering the pool area. The fence must be at least four and one-half feet high and must have a latch on the gate that is at least four feet high. The gate must be self-closing and self-latching so that it cannot be left open or unlatched. During the off-season when the pool is not in use, it must be fitted with a cover, (cover should not exceed the height of the deck) of sufficient strength and sufficiently anchored to prevent anyone accidentally falling into the pool and drowning or becoming entangled in the cover itself. Pools are generally restricted along golf course, and prohibited along set-back. Reference current DRC Guidelines and the Pool Addendum.

17.0 Club's Golf Course, Practice Facilities, Tennis Courts, Swimming Pool, and Village Green: These are only for the members of Loch Lloyd Country Club. The Club does not permit the golf course to be used for anything other than playing golf; that is, no strolling, walking, jogging, bicycle riding, etc. on the cart paths or anywhere else on the course. Association members must respect all private properties of the Club. The Club does not permit the practice facilities to be used for anything other than practicing golf. The Club does not permit The Village Green and its community buildings to be used for anything other than its original intent.

18.0 General Amenity Restriction: Use of any of the Association's amenities or any ground on the development not owned by a private resident for purposes not covered herein is strictly prohibited unless approved in advance by the Association.

19.0 Fireworks. The Homes Association prohibits the discharge of any fireworks within the Village limits at any time. This prohibition will be strictly enforced by security. Tickets will be issued to and the fireworks confiscated from any offenders. Children's sparklers, snakes and non reporting fireworks used under adult supervision on the resident's property are permitted. They are not to be ignited on any street or in the common areas including the dam and marinas.

20.0 Nuisance, Complaints, and Concerns: All residents at Loch Lloyd have the right to the peaceful enjoyment of their property. All are enjoined to do their utmost to be good neighbors and not permit noise or other problems to become a nuisance. However, if a problem arises, please notify either Security at 816-322-3494 or 816-322-3498 or the Association at 816-892-3721. The Association will do its very best to help resolve complaints amicably. Complaints against either the developer or the Association should be in writing and addressed to the Association's Board of Directors.

20.1 Nuisance: Excessive or disturbing noises where the noise continuously interferes with your ability to use or enjoy your own property.

(a) **Loud noise.**

- Measured at the point of annoyance,
- Noise Disturbance

Between 7:00 A.M. to 10:00 P.M. noise level is in excess of:

- (1) A sound level of sixty-five (65) dBA for continuous airborne sound.
- (2) An impulsive sound level of eighty (80) dBA for impulsive sound in air.

Between 10:00 P.M. to 7:00 A.M. is in excess of:

- (1) A sound level of fifty-five (55) dBA for continuous airborne sound.
- (2) An impulsive sound level of eighty (80) dBA for impulsive sound.

- ◆ **Exception shall include the noise created from construction during the hours of 7:00 a.m. – 6:00 p.m. Monday thru Friday; Saturday during 8:00 a.m. – 3:00 p.m.*

21.0 Enforcement Remedies:

21.1 Sanctions include warnings, fines, suspension or revocation of use privileges. Enforcement is not limited to these sanctions but may include other remedies at law or equity, including enforcement of liens. Also, the Covenants, Conditions, and Restrictions empower the Association, with proper advance notice, to enter private property to correct "care and appearance" violations charging costs to the home owner.

21.2 The process leading up to an imposition of a sanction includes (i) a written complaint from a Security Guard, or other Association Official, followed by (ii) written notice by the Homes Association to the alleged resident offender detailing the nature of the alleged offense with the appropriate fines described for the offense. If appropriate, the notice will give the alleged resident 5 days to correct the violation or fines will incur. If alleged resident desires to appeal, then the resident must notify the Association in writing within the 5 days. Such response stating whether or not the resident desires a formal hearing--- with or without the assistance of counsel-before the Board, then (iii) if there is no written response by the deadline

Loch Lloyd North Homes Association Rules & Regulations-Adopted March 31, 2021

Loch Lloyd North, A FiveStar Lifestyle Development

set in the notice, the Board will proceed to impose the fine or other sanction, or (iv) the Board will decide the matter based on the information in the written response including whether or not to grant a hearing, and then (v) the Board will hold the hearing if such has been its decision, and/or finally (vi) the Board will declare the complaint valid and will impose the fine or other sanction, or will dismiss the complaint as not valid.

21.3 The Board may delegate to an advisory committee all its actions described above provided that such committee's findings and recommendations shall be forwarded to the Board for final action.

21.4 Fines, all subject to property liens, and all offenses subject to court injunction or other legal remedies if fines are not paid or if offenses continue. Reference Fine & Fee Schedule.

21.4.1 Felling any tree without prior DRC written approval: As set forth in the Association's fee schedule as set forth from time to time. Plus prompt re-planting of a tree approved by the DRC in a location to be approved by the DRC.

21.4.2 Vehicle speeding: Fee pursuant to applicable fee schedule.

21.4.3 Late payment of fee: Fee-pursuant to applicable fee schedules.

21.4.5 Violation of animal control rules: Fee pursuant to applicable fee schedule.

21.4.6 Construction, erection, or alteration of anything visible from the exterior of the property that does not conform to written DRC-approved design plans or written DRC-approved changes to those plans: Fee pursuant to applicable fee schedules.

21.4.7 "Care and Appearance" violations: Fee pursuant to applicable fee schedules.

21.4.8 Fines for other violations not listed above shall be at the discretion of the Board.

LOCH LLOYD NORTH HOMES ASSOCIATION, INC.

All guidelines, rules, and regulations are subject to change without notice. Please check with appropriate Development or Homes Association personnel.