

**SUPPLEMENTAL RULES AND REGULATIONS OF THE DIRECTORS OF
NORTHBAY PROPERTY OWNERS ASSOCIATION**

As Adopted August 9, 2005, Amended September 11, 2018 (section F)

I. INTRODUCTION

A. Duties of Board of Directors

The Board of Directors (Board) is required to effectively monitor and ensure compliance with all protective covenant provisions of Northbay Subdivision to ensure the standards, and protect the mutual enjoyment, use, and property values of all property owners. (Section 14.02, Article IV of the Covenants.)

B. Legal Obligations of Homeowners

Every home and lot owner in Northbay is contractually bound to comply with all protective covenant provisions. (Sections 5.01 and 14.01 of the Covenants)

C. Adoption of Supplemental Rules and Regulations Under the Covenants

The provisions of the recorded Covenants control in all cases; however, the Covenants provide authority of the Board to delineate and expand certain guidelines and to adopt standards of architectural design relating to homes, fencing, as well as defining reasonable standards of maintenance and neatness of homes and yards, necessary to prevent unclean, unsightly or unkempt conditions that would violate the rights and enjoyment of surrounding homeowners.

II. SUPPLEMENTAL RULES AND REGULATIONS ADOPTED BY THE BOARD OF DIRECTORS OF NORTHBAY PROPERTY OWNERS ASSOCIATION (P.O.A.)

The following supplemental rules and commentaries are not all inclusive, but cover the more often violated provisions under the Covenants. They do not alter any of the controlling provisions contained within the Covenants. (Section 4.02 of the Covenants)

A. Architectural Control

The Board of Directors, through its Architectural Review Committee, must pre-approve all plans of construction, including, but not limited to homes, home site locations, buildings, fences, walks, exterior additions, alterations, changes in exterior colors of homes, proposed remodeling plans, etc. See Article XIII, pages 30-34 of the Covenants (Section 10.01). Call Specialty Management Services for additional information relating to architectural review (601-605-8380).

B. Northbay Property Owners Association Assessments

Each owner is contractually bound to pay an annual assessment fee to Northbay Property Owners Association by mailing it to Specialty Management Services, the managing agent appointed by the Northbay Board of Directors. (Telephone number 601-605-8380)

Semi-annual assessments are due on January 1 and July 1 of each year. These assessments provide for upkeep, maintenance and repair of common grounds, pools, tennis courts, and for covenant enforcement and other services provided for the common benefit of all homeowners.

Assessments remaining **unpaid after thirty (30) days (on February 1st and August 1st, respectively), will be deemed to be delinquent and subject to the Collection Policy.** If an Assessment remains **unpaid after sixty (60) days or more, (on or about March 1st and September 1st, respectively) legal action may be taken** by the Association's attorney in a court of competent jurisdiction for collection of all sums due, including the delinquent assessment, legal cost/attorney's fees and any and all other charges associated with the collection. Liens may be levied against the delinquent owner's property or home as part of this legal action. The lien will continue with the property until such time as payment is brought current.

Hardship cases will be judged on a "case by case" basis, and approved/disapproved by the Board upon presentation by the Finance Committee.

C. Unsightly Conditions and Nuisances

Section 13.06, Article XIII of the Covenants prohibits unclean, unsightly or unkempt conditions of homes and yards that detract from the scenic beauty or aesthetic characteristics of the subdivision as viewed from public streets or by neighboring homeowners. This prohibition includes the accumulation of rubbish, trashy woodpiles, or debris of any kind. Trash and debris should be disposed of according to stipulations set forth by the contracted collection agency of the City of Madison. Absolutely no burning is allowed. This same section further prohibits any uses of exterior speakers, "boom boxes," horns, whistles, bells or other sound devices that may cause discomfort, annoyance or constitute a public nuisance to adjacent or surrounding homeowners.

D. Firewood Storage

Homeowners shall maintain exterior firewood storage in neat stacks, preferably above the ground level on metal rails or similar supports to prevent termite infestation and termite colony swarming that significantly increases infestation, not only for that homeowner, but to surrounding homes. Firewood storage shall be maintained within fenced yards, or if yards are not fenced, within architecturally approved fenced or screened storage areas so as not to be in view of adjacent or surrounding homes. No firewood shall be allowed to be retained more than 12 months due to increased hazards of neighborhood termite infestation. (Section 13.06 of the Covenants)

E. Storage Areas

Outside storage areas shall be fenced or screened to provide screening to a minimum height of six feet or a maximum height of 8 feet, if required, for effective storage screening. The location of all storage areas and the design, placement and materials used in fences or screens must be approved by the Architectural Review Committee. (Section 10.09 of the Covenants)

Unless stored inside, all ladders, wheelbarrows, garden hoses, tools, garbage cans and the like, shall be kept from view within screened storage areas. (Section 13.06 of the Covenants)

F. Vehicles and Portable Buildings

Section 13.05 under Article XIII of the Covenants prohibits tents, trailers or "outbuilding" structures from being retained upon lots without approval of the Architectural Review Committee. The use of PODS (Portable On Demand Storage units) is allowed, provided notice is provided to Specialty Management Services, the managing agent appointed by the Northbay Board of Directors (telephone number 601-605-8380) and approval is secured from the city of Madison. No motor homes shall be allowed except those owned by short-term or weekend guests and with permission for temporary parking approved by the Board of Directors. Residents should make their best effort to park vehicles in closed garages and avoid using garages for storage. No commercial vehicles are allowed. (if a violation was noted about commercial vehicles that the Board would follow the Webster definition of a commercial vehicle "a vehicle used for carrying goods, goods for sale or fare-paying passengers." It was noted that any vehicles of a commercial type nature must be parked in a discrete area as defined by the Board of Directors)

No truck type vehicles, such as cargo vans, moving vans, etc. are allowed. Standard pick-up trucks may be allowed but should be housed in the garage where possible. No vehicles shall have obtrusive or excessive signage or decoration. Regular on street parking of resident vehicles is prohibited. Additional vehicles and overnight guests should be parked in homeowner's driveway. All other vehicles, campers, trailers of all kinds, boats, motorcycles, go-carts, off-street vehicles and the like, shall not be parked in view of public streets or maintained or stored upon any portion of the property in view of surrounding homeowners. Additionally, no vehicles, boats or boat trailers or other vehicles or accessories that are restricted may be stored upon lots or in driveways under fabric covers. Temporary parking of trailers, all-terrain vehicles, boats and other such vehicles in driveways for washing, cleaning, loading or emergency maintenance shall be allowed, not to exceed 48 hours duration and no more than four occasions per month.

G. Animal and Pet Nuisances

As provided under Section 13.09, Article XIII of the Covenants, no homeowner shall allow his or her dog, cat or other animal to disturb the peace and tranquility of surrounding homeowners and any annoyance, nuisance or disturbing of the peace of adjoining homeowners is strictly forbidden under the Covenants. Homeowners are required to keep dogs and other pets indoors at night, if they bark or otherwise constitute a noise nuisance to neighbors. All municipal leash laws are to be adhered to and no pets shall be allowed upon the common areas of the subdivision unless accompanied by their owner or a responsible individual. The pet owner is responsible for cleaning up after the pet. No chain link pet pens are allowed.

H. Window Treatments

Appropriate window treatments shall be used on all windows. No foil paper, cardboard, plywood, doors, newspaper, bed linen or other unsuitable materials will be allowed to screen or cover windows, either internally or externally, except for an emergency period of three weeks or less. No drawings, pictures, lettering, flags, signs, etc. may be attached or visible in any part of the window other than house security signs.

Curtains/Drapes: All window coverings must be maintained in a good state of repair. Drapes, curtains, or shades must fit the dimensions of the window and be properly mounted. The street facing side of drapes, curtains and/or shades must be solid (no patterns). Only the following colors are acceptable: White, off white and pale neutrals. Patterned sheers in neutrals or pastels are permitted.

Blinds: Wooden blinds and/or manufactured vertical or horizontal blinds must be maintained in a good state of and be properly mounted. The street facing side of manufactured blinds must be white, off white, pale neutrals, or non-reflective metallic. Wooden blinds may be of natural wood hues, or painted white, gray, or tan.

Stained glass: Removable panels are permitted in non-operable windows.

Burglar bars: No “burglar bars”, or wrought iron bars, or similar fixtures shall be installed on the exterior of any windows or doors of any dwelling without Architectural Review Committee’s approval.

Exceptions: All exceptions must be approved by the Architectural Review Committee. The Architectural Review Committee’s decision about the suitability of window coverings shall be final.

I. Exterior Appearances

No chain link fencing shall be allowed except those already installed by the original developer or the Association on common areas. No foil or reflective materials shall be permitted on exterior windows. Awnings and canopies must be approved by the Architectural Review Committee. No projections, including antennas, are allowed over roofs except chimneys, vents or other objects approved by the Architectural Review Committee. Any activity that causes electromagnetic interference with radio or television reception within the subdivision is prohibited. (Sections 13.03 and 13.07)

J. Miscellaneous Covenant Provisions

A. Vacant Lot Maintenance-All vacant lots shall be maintained to include seeding, fertilization, watering, debris removal and maintenance, and cutting consistent with all Northbay common areas.

B. House Maintenance-All homes shall be maintained in a fashion to promote the best interest of the neighborhood as a whole. Homes with shutters deteriorating or falling off, roofs with missing or deteriorating shingles, and homes with mildew or in need of paint shall be considered in violation of the Covenants.

C. Garages-All garages with doors shall have doors closed when not in use. Unenclosed garages are to be used for automobile storage only. All other storage is prohibited.

D. Watercraft-No boats, wave-runners, jet skis, etc. may be moored in the bay for a period of more than 24 hours.

E. Parking and Driveways -Construction materials equivalent to asphalt or concrete shall be used. Street parking is prohibited except for guests, when necessary and shall not exceed 24 hours. Section 10.08 of the Covenants) Absolutely no parking is allowed on sidewalks or lawns.

F. Leases of Dwellings –Leasing and renting are prohibited. See Northbay resolution dated December 12, 2006.

G. Garage Sales, Estate Sales and Home Businesses- Absolutely no “Garage, Estate or Yard Sales” are allowed. No residential dwelling shall be used for commercial activities or sales that creates additional traffic through Northbay. An office in the dwelling must have prior written approval by the Northbay Board of Directors.

H. Sale of Home-Any owner who sells their property shall promptly notify the Northbay Property Owners Association, giving the names of the purchasers and date of sale. Please call Ray Howell at 601-607-7797.

I. Signs in Yard-No commercial or political signs on any lots. A property for sale sign is the only sign allowed as provided under Section 13.04 of the Covenants.

J. Clotheslines-No clotheslines are permitted.

K. Trash Burning-No burning of trash or yard debris is permitted.

L. Window Unit Air Conditioning Systems-Window unit air conditioning systems must not be placed in any window.

M. All-Terrain Vehicles-No ATVs are to be driven on the sidewalks or any common property of Northbay.

N. All trash and garbage containers shall not be permitted to remain in public view except on the days of trash collection.

O. No mailbox shall be in a state of disrepair.

Enforcement Remedies -Failure to correct violations within 30 days of written notice **will result in \$50 Administration Fee applied** and authorizes the Board or its agent to have additional remedy of enforcement of the covenant provisions through courts of law or equity and/or entering the property to correct any violations with all costs, attorney’s fees and expenses attributable thereto assessed against the offending property owner as provided under Section 14.01 and 14.02.

**NORTHBAY PROPERTY OWNERS ASSOCIATION PROCEDURES FOR NOTICE AND
ENFORCEMENT OF COVENANTS
ADOPTED BY THE BOARD OF DIRECTORS September 13, 2016**

In regards to handling covenant violations within Northbay Subdivision the Board establishes the following guidelines:

The Board's authority is set forth under provisions of Sections 4.01, 4.02, 4.04, and other related sections within the Declaration of Covenants, Conditions and Restrictions for Northbay.

1. The Board will establish a Covenant Committee, and appoint a Board member to chair said committee. The committee will be made up of three to five current paid in full residents of Northbay who have been approved by the Board of Directors. The members of the committee will serve at the will of the Board of Directors. The Covenant Committee shall monitor Northbay Subdivision on a monthly basis; prepare a listing which details each noted violation, giving the address and description of the specific violation; and provide a written copy of the listed violations to both the Board and to the managing agents. At the next available regular meeting of the Board of Directors, the Chairman of the Covenant Committee will present the listing of violations, and the Board will determine if a violation in fact exists, based upon the Covenant Committee's description of the various violations, and other evidence as may be submitted.
2. If it is determined that a violation exists, the Board will direct that the managing agents prepare and mail to the covenant violator a first letter notifying the violator of the specific violation(s) ("First Letter"). A copy of each letter of notification shall be mailed to both the President of the Association and Chairman of the Covenant Committee. Individual complaints of covenant violations will be referred to the Covenant Committee, and thereafter handled in the same manner as a violation noted by the Covenant Committee during its monthly monitoring.
3. If, after a "First Letter" has been mailed to the property owner, and that owner has not responded to the notification within 30 days, then the Covenant Committee shall recheck the property to determine if the covenant violation has been corrected by the violating property owner. If the violation has not been corrected, **a \$50 Administrative Fee will be applied** and the privilege to access and use of any and all common areas will be revoked and access cards and keys terminated, unless an exception is granted by the Board, within its discretion. Access and use of common areas will not be reinstated until the violations have been corrected and payment of a \$20.00 fee per access card has been received. Access may be denied for an additional period up to 60 days after the violations have been corrected for repeat offenders and egregious violations, all within the discretion of the Board. The Board will determine the next course of action, up to and including directing the managing agents to institute enforcement proceedings, as authorized under the covenants (See Sections 9.01, 13.04, 13.16 and 14.01) in a court of competent jurisdiction.

This is your final notice before actions authorized by the Covenants are imposed.

These rules and procedures shall become effective upon the date of adoption and shall remain in full force and effect unless modified or amended by the Board of Directors. A copy hereof shall be retained as a part of the official minutes of and record of this Board.

Approved and adopted this, the 13th day of September 2016.
Board of Directors Northbay Property Owners Association

By: Tommy Guest, President By: Bob Williams, Secretary