

**SUPPLEMENTAL RULES AND REGULATIONS OF THE DIRECTORS OF
NORTHBAY PROPERTY OWNERS ASSOCIATION
AS OF August 9, 2005**

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 at 601-605-8380.

B. Northbay Property Owners Association Assessments

Each owner is contractually bound to pay an annual assessment fee. Contact Specialty Management for more information at 601-605-8380.

Semi-annual assessments are due on January 1 and July 1 of each year. These fees 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.

Assessment fees that become 90 days past due are considered delinquent and the board has the authority to levy a lien against the delinquent owner's property or home, until payment is brought current. (Section 5.01 and 6.01 of the covenants.)

C. Unsightly Conditions and Nuisances

Section 13.06, Article XIII 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. (Telephone Number - 601-605-8380)

PODs may be kept on-site for no more than 48 hours at any one time and no more than twice monthly. 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. 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. 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 or canopies and 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).

I. 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, waverunners, 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 - All leases shall be bound by the provisions of the covenants and shall comply with Section 13.03, Article XIII of the covenants. All leases shall be promptly reported to the Northbay Property Owners Association.
- G. Garage Sales and Home Businesses-No residential dwelling shall be used for commercial activities or sales that creates additional traffic through Northbay. Absolutely no "Garage Sales" are allowed. An office in the dwelling is allowed.
- 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 853-3083.
- 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. Golf Carts and All Terrain Vehicles-No golf carts or ATVs are to be driven on the sidewalks or any common property of Northbay. Golf carts are to be driven on the streets only to and from the golf course.

Enforcement Remedies - Under provisions of Section 13.06, failure to correct violations upon 30 days written notice, followed by a 14 day second written notice, authorizes the Board or its agent to have additional remedy of enforcement of the covenant provisions through courts of law or equity, 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.