

RULES AND REGULATIONS

(2008)

**The Coves at Wilton Creek Owners Association Inc.
23 Mariners Point Lane
Hartfield, Virginia 23071**

Welcome to the Coves at Wilton Creek Owners Association

You have chosen to buy or rent in the quiet waterfront community of The Coves at Wilton Creek. It is your obligation as an owner or tenant to maintain the quality of our community. This manual has been prepared so that you will understand your responsibilities to the community and your neighbors.

As an owner, you must be aware of your responsibilities, including assessments, property upkeep and fees. These are set forth in the Declarations, By-Laws, and Rules and Regulations. Only Residents who are current with their association assessments and fees and their house guests may use common areas including clubhouse, pool, exercise room, sauna, wood shop, tennis courts, boat ramp, and boat, camper, trailer, or recreational vehicle storage areas. If you have a tenant in your property, you must understand that you are responsible for your tenant and are responsible for your tenant's community responsibilities and for any financial obligation to the Coves, including fees or fines that your tenant incurs during the period of tenancy.

Please familiarize yourself with the Coves Rules and Regulations contained in this manual and abide by them. Observance will keep the Coves an attractive and desirable community in which to live.

The names of the Board of Directors and the Association Manager can be found on the Association's website – www.covesatwiltoncreek.org. If you have any question, problems, or suggestions contact the applicable Board of Directors member or the Association Manager for assistance.

The current Association Manager is:

Chesapeake Bay Management, Inc.
603 Pilot House Drive Suite 300
Newport News, VA 23606
Telephone: 757-534-7751 or
Toll free 1-855-244-1928

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3. Request for Boat, Camper, Trailer or Recreational Vehicle Storage Form
4. Temporary Storage Sign-In Form
5. Association Complaint Form

1. CLUBHOUSE

The clubhouse consists of the upstairs clubhouse facility, library, exercise room, sauna, wood shop, swimming pool, men's and women's changing and shower rooms. The Coves Clubhouse shall be for the **exclusive** use of the owners of record, their renters/lessees, (collectively the "users"), and their guests and invitees

A. Clubhouse:

1. The Association assumes no liability or responsibility for damages or loss of any personal property brought into the clubhouse. The "user" shall be held responsible for any loss of or damage to the clubhouse and its physical property, and shall be billed for any such loss or damage. The "user" agrees to indemnify and hold the Association harmless from any and all claims for injury, loss, or damage to any person or property while anywhere on the premises, including attorney fees and expenses in connection therewith caused by the "user's" negligence.
2. Smoking is not permitted in the clubhouse including the pool area.
3. **NO** pets or animals shall be brought into the clubhouse except those assisting the physically challenged.
4. Any owner who is in arrears for their owner's fees, assessments, or fines shall have the privileges of using the clubhouse facilities suspended until the arrears have been satisfied.
5. Children, under the age of 16 years of age, must be accompanied by an adult who will be responsible for their action.
6. The clubhouse is not to be left unattended. The last person to leave must check to insure that all equipment and lights are off and that all doors and windows are locked. The clubhouse hours are 6:00 AM to 12:00 PM. The pool and surrounding deck hours are 6:00 AM to 10:00 PM. Members may request an extension for special events.
7. All guests must be accompanied by a member. Members are responsible for their guests' actions.

B. Clubhouse Rental:

1. Only Coves owners/renters/lessees are permitted to rent the "clubhouse" for private use.
2. Rental includes use of all the main floor (except the office) and the downstairs bathrooms. The pool, pool area, sauna, and exercise room are not included in the clubhouse rental agreement and shall remain open for use by all members.
3. The owner, renter or lessee must be present for any functions and provide adult supervision for persons below 18 years of age.
4. The **sale** of alcohol in the facility is prohibited

B. Clubhouse Rental (Cont.)

5. Rental of the “clubhouse” requires a Users Fee and a refundable Security Deposit:
 - a. User Fee \$100.00
 - b. Security Deposit, refundable \$150.00
6. The owner/lessee is required to pick up and remove all trash or garbage resulting from his or her private party. The trash shall be put in sealed bags and disposed of. The kitchen facility in the clubhouse is to be void of all food, trash, and garbage upon completion of the event. All appliances used must be cleaned and dishes washed. The carpeted floor shall be vacuumed.
7. Any cost of damage, additional cleaning, repairs or replacement to the clubhouse or its contents will be deducted from the security deposit and the balance will be refunded. The association manager will hold the deposit until inspections are made. If the cost of the damage exceeds the security deposit, the owner will be billed accordingly.
8. Requests to reserve the clubhouse must be made in writing, utilizing the “Clubhouse Rental Agreement” which shall be provided to the association manager accompanied by the User Fee and Security Deposit. Failure to provide the monies will result in cancellation of the reservation.
9. Existing clubhouse decorations shall remain in place. Any decorations used at a private party must be removed by 11:00 a.m. the following day. Any wall, paint or structural damage due to the decorations will be deducted from the deposit.
10. The use of smoke or fog producing devices is prohibited.
11. All clubhouse tables, chairs and equipment shall be returned to the proper area following each event, and under no circumstance shall chairs, tables or other equipment be removed from the facility. The furniture in the Library shall not be moved from the Library into the main room of the clubhouse.
12. The owner/lessee is responsible for securing the clubhouse at the end of its use, making sure all lights and range are off, doors and windows locked, refrigerator door closed, and no water running.
13. Nine (9) tables and 50 chairs are provided. Any additional furniture or catering services must be provided by the owner/lessee and must be removed by 11:00 a.m. the following day.
14. Musical instruments, radios, televisions, record players, phonographs, hi-fi sets, and amplifiers shall be used in such a manner as **NOT** to disturb any other owner(s).
15. In case of emergency, call or contact:
 - a. Police or Fire & Rescue by dialing 911.
 - b. Management Agent – Telephone No. (757) 534-7751 or toll free 1-855-244-1928. They can provide assistance for any plumbing, electrical or mechanical problems should they arise.

B. Clubhouse Rental (Cont.)

16. The facility shall be inspected prior to and after each use so that responsibility for damages or cleaning can be established. The Clubhouse Rental Checklist shall be completed by the renting member and the CWCOA representative.

C. Exercise Room:

1. If guests are invited, the unit owner or lessee must accompany them at all times.
2. At the end of each session, it is the responsibility of each “user” to turn off and return all equipment to the original starting place and configuration, turn off fans and lights and lock and secure all doors and windows.
3. Any equipment that is out of order must be reported to the Association Manager.
4. No person under the age of 16 is allowed to use the exercise room equipment.
5. Only one “user” at a time may use a single piece of exercise equipment.
6. Under no circumstance shall any equipment be moved or removed from the facility.
7. All personal articles must be removed from the exercise room when leaving.

D. Wood Shop:

1. No person under the age of 18 shall utilize the equipment in the wood shop.
2. Safety glasses must be worn at all times when utilizing the power equipment in the wood shop.
3. All equipment must be turned off and unplugged when departing the wood shop.
4. All sawdust and debris must be cleaned up and deposited in the appropriate containers prior to departure from the wood shop.

E. Sauna:

1. All persons shall shower prior to use of the Sauna.
2. No person under the age of 18 shall use the sauna unless accompanied by an adult.
3. Swimsuits or other appropriate attire shall be worn while using the sauna.
4. The sauna and lights will be turned off at the user’s time of departure.

2. SWIMMING POOL

Access:

1. Only Residents who are current with their association fees and their house guests will be admitted into the pool area.
2. All guests must be accompanied by a resident.
3. Each member is responsible for the conduct of his family and guests.
4. Children under the age of 10 shall not be permitted in the pool area unless accompanied by a responsible person of at least 16 years of age. That person shall be responsible for no more than two other children.

B. Schedule:

The pool will normally be open from Memorial Day through the Labor Day weekend. The hours are from 6:00AM to 10:00 PM.

C. Rules:

1. Private pool parties are prohibited.
2. Running, pushing, wrestling, ball playing and all other forms of unruly and unsafe conduct are prohibited.
3. Use of abusive or profane language and all other breaches of the peace are prohibited.
4. No pets are allowed in the pool, the pool area, or the pool dressing rooms.
5. All people using the pool must shower prior to using the pool.
6. All trash and litter will be placed in the trash receptacle.
7. Persons with communicable diseases, sore or inflamed eyes, nasal or ear discharges, open sores, or bandages are not permitted in the pool.
8. Spitting, spouting of water and blowing of noses are strictly prohibited in the pool.
9. Diving from the side of the pool is prohibited.
10. No glass objects, glassware, or glass bottles are allowed in the pool, the pool area, or the dressing rooms.
11. Chewing gum is not permitted in the pool area.
12. No smoking is permitted in the pool area.

2. SWIMMING POOL (Cont.)

13. Flotation rafts and mats are permitted in the pool, however they may not restrict the access of other members utilizing the pool. Consideration will be given to the numbers of residents utilizing the pool and the size of the raft.
14. Radios shall be kept to a low volume or used with headphones.
15. Skateboards, roller blades, bicycles, and scooters are prohibited in the pool enclosure.
16. Food, in the form of a meal, shall not be served in the pool area.

D. Liability:

1. Everyone using the pool does so at their own risk and sole responsibility. **NO LIFEGUARD IS PROVIDED.**
2. The welfare of each guest is the responsibility of the sponsoring resident. Residents will be held responsible for the actions of their guests.
3. Property damage will be charged to the owner.
4. The Association will not be responsible for loss or damage to personal property.

3. TENNIS COURTS

A. Access:

1. Only residents who are current with their fees and their guests may use the tennis courts.
2. Residents must accompany their guests at all times.

B. Rules:

1. The courts are to be used for tennis only. No pets, skateboards, etc. are allowed on the tennis courts.
2. Only proper tennis shoes are permitted on the courts.
3. Limit playing time to one (1) hour when others are waiting.
4. Leave the court clean and free of debris when play is completed.

4. BOAT, CAMPER, TRAILER OR RECREATIONAL VEHICLE STORAGE

A. Permanent Storage Rules:

1. Storage of boats, campers, trailers and recreational vehicles in the storage area at the south end of Wilton Coves Drive is governed by these rules.
2. Residents who wish to store a boat, camper, trailer or recreational vehicle in the storage area must complete a Request for Boat, Camper, Trailer or Recreational Vehicle Storage form and submit it to the Association Manager with the appropriate fee. This fee is determined by the Board of Directors of The Coves at Wilton Creek Owners Association and is payable to The Coves at Wilton Creek Owners Association. Currently the fee is \$240.00 per year (\$20.00 per mo.) for a standard sized storage space and is paid on an annual basis. Billings will occur in December and will be due on January 1. When the request is approved, a key (or combination) to access the storage area will be provided to the resident by the Association Manager.
3. Residents whose boats, campers, trailers or recreational vehicles exceed eight (8) feet in width will be charged for as many spaces as required to store their boat, camper or trailer. The size of spaces will not be altered to accommodate a particular boat, camper, trailer, or recreational vehicle. The number of spaces will be determined based upon the size of the boat, camper, trailer or recreational vehicle at the time the request for storage is approved.
4. Residents may rent more than one storage space, if available.
5. If a request for storage space cannot be accommodated due to lack of storage space, the Association Manager will place the request on a waiting list which will be maintained by the Association Manager.
6. Boats, campers, trailers and recreational vehicles stored in the storage area should be covered by liability insurance so that any damage which occurs to other boats and trailers will be the individual resident's responsibility and not that of the Association.
7. All boats, campers, trailers and recreational vehicles will be kept in good condition with all covers tied down and no parts or equipment stored on the ground.
8. Storage of flammable materials, gasoline, or diesel fuel is not permitted
9. All trailer or camper wheels and tires will be kept in good condition. Tires will be kept inflated and trailer hitches will be left unlocked so that trailers can be moved if required and authorized by the Board or its designee. If a vehicle is self-propelled, a key will be provided to the association manager. The association manager shall notify any camper, trailer, or recreational vehicle owner who fails to comply with the requirement to properly maintain his property. If the owner fails to correct the problem within two weeks, the association manager will correct the problem and bill the owner cost plus a \$50.00 service fee.

B. Temporary Storage Rules:

1. To prevent congestion of vehicles in the boat ramp area and in the residential parking areas, and to accommodate temporary parking for campers, boats, trailers and recreational vehicles belonging to residents and their guests, a "Temporary Parking Area" has been established. Temporary parking is defined as parking not to exceed a period of seven (7) days. This space is located adjacent to the Coves water storage tank and will be identified by the appropriate signage.
2. Residents and guests launching or retrieving watercraft at the Coves' boat launching ramp shall park their trailers only in the designated Temporary Parking Area after launching or retrieving. Vehicles and trailers may not be parked at the boat ramp.
3. Recreational vehicles, trailers, and boats belonging to residents and their guests may be parked in the Temporary Parking Area when they are expected to be on the Coves property for a short period of time (seven days).
4. All persons utilizing the Temporary Parking Area shall have current state license tags and any required county decals on their stored vehicles.
5. Residents utilizing the Temporary Parking Area shall sign in on the Temporary Storage Area Sign-In Form. The form shall be located in an appropriately marked sign-in box placed in the Temporary Parking Area.
6. Temporary Storage is defined as seven (7) or less days. No vehicle shall be stored for a period longer than seven (7) days without the permission of the Board of Directors. Failure to remove a vehicle from the Temporary Parking Area within the allotted time shall result in a daily fee of \$10.00. The vehicle may be subject to being towed from the property at the owner's expense.

5. COMMUNITY WATER USE

A. Private Pools:

1. Community water use for private pools is approved only for minor daily replenishment. Minor is defined as less than 20 gallons per day, non-cumulative. Owners are encouraged to defer using any water for pools on weekends (Friday thru Sunday). Holidays and the day before Holidays between Memorial Day weekend and Labor Day weekend.

6. COMPLAINT PROCEDURE

A. Rules and Regulation Violation Complaints:

1. The Board of Directors/Property Management Company will address written complaints from residents via e-mail or letter. Complaints should be directed to the Management Company utilizing the Association Complaint Form. The form can be mailed or e-mailed to the property management office. Tenants must have their complaints submitted by the property owner. As a minimum, complaints must include the following:
 - a. Date and time of the alleged violation
 - b. Address where the alleged violation occurred
 - c. Circumstances of the violation
 - d. Your concerns and recommended action
 - e. Your address and the date

All complaints shall remain anonymous.

2. When a complaint is received, the following sequence of events and actions will occur:
 - a. The Management Company shall record and track the status of the complaint.
 - b. The Management Company shall contact the violator by e-mail, letter, fax or telephone to discuss the situation and effective remedies.
 - c. If the situation is not remedied, a letter shall be sent to the violator describing the violation, detailing the necessary solution and describing the consequences of continued violations. The violator shall be notified of the right to a hearing to discuss the violation. The hearing may be conducted before the Board of Directors or a subcommittee thereof.
 - d. If the situation persists the Board of Directors shall levy fines upon the violator in accordance with the Property Owners Act of Virginia
 - e. Violations of the Rules and Regulations may result in sanctions other than fines as determined by the Board of Directors. Violators shall have the right to a hearing before the Board of Directors prior to the imposition of any sanctions.

B. Personal Behavior Complaints:

Any real or perceived abnormal or criminal behavior or action by a person/persons should be reported to the Middlesex County Sheriff's Office or state authorities. The Board and the Association Manager have no authority in the control of human behavior.

C. Appeal to Common Interest Community Board:

If after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB . The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25.00 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman
Department of Professional Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233
(804) 367-2941
CICOmbudsmand@dpor.virginia.gov

7. AMENDMENTS TO THE RULES AND REGULATIONS

Members may suggest and recommend changes to the Rules and Regulation to the Board or Directors. The Board will take the suggestions and recommendations under advisement and make any changes or revisions deemed appropriate.

ATTACHMENTS:

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