

Operating Rules (Required Civil Code Sec. 4525)
Tivoli Cove Homeowners Association

Order: TJGXHTPCS
Address: 26664 Seagull Way # A114
Order Date: 05-08-2026
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To: All Homeowners of the Tivoli Cove HOA

From: Drew Coppola, CMCA, AMS
General Manager

Date: December 10, 2019

Re: Adopted Restatement of the Rules and Regulations

The Board of Directors is presenting the enclosed adopted restatement of the Association's Rules and Regulations. These rules were adopted at the Open Session Board of Directors Meeting held on December 9, 2019. These rules become effective on January 10, 2020. The purpose of this restatement is to clarify and update the Association's rules. The Board of Directors has an obligation to enforce the Governing Documents for the benefit of all members as well as to make financial decisions in the best interest of the Association.

In accordance with Civil Code 4340 "Operating Rules are defined by California's Davis-Stirling Act as any regulation adopted by the Board of Directors of a condominium or homeowners association that applies to the management and operation of the association or the conduct of its business and affairs." Further, Civil Code 4355 states, "This includes pets, parking, use of the common areas, member discipline, architectural standards, election procedures, any schedule of monetary penalties, etc."

Thank you!

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TIVOLI COVE HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

Proposed 10/2019

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1. Definitions

The following definitions are used in this document

ADULT A responsible person 18 years of age or older who is competent to supervise minors.

BOARD The current Board of Directors of the Tivoli Cove Homeowners Association.

COMMON AREA Any part of the property not inside a dwelling, garage or storage Units.

FIRE LANE A driveway posted as such, one with a red curb on either side of the street or curb. This includes the interior of the property as well as Latigo Dr between the buildings and the beach.

GARAGE Individual Owner or Resident's private parking structure.

GUEST A visitor who stays less than thirty (30) days in any 12-month period.

MINOR A person younger than age 18.

OWNERS The owners of record of a Unit in the Tivoli Cove complex.

PROPERTY All of the Tivoli Cove Complex inclusive of beach areas.

RESIDENT An owner or tenant who resides on the property.

TENANTS Individuals who lease a Unit at Tivoli Cove.

UNDERGROUND PARKING An exclusive-use common area designated for vehicles and storage.

2. Compliance, Empowerment and Posting

2.1 Owners, Tenants and Guests are required to comply with the CC&R's, By-Laws and Rules and Regulations of the Tivoli Cove Homeowners Association

2.2 Owners are responsible for payment of all fines levied against their Units. This includes violations of the Rules and Regulations by Tenants or Guests. Delinquent fines could result in litigation.

2.1 While a Unit is leased, the owner is not allowed to use the recreational areas of Tivoli Cove while that lease is in effect.

2.2 The security staff is hereby empowered to enforce the rules, issue warnings and violations, and report violations to the Board of Directors.

2.3 A copy of the Rules and Regulations is posted on the mailbox bulletin Board and available upon request from the Management Office.

2.4 Security Staff phone numbers are: Booth: (310)457-5684 Cell: (626)693-1061. Management Office phone number is: (310)589-8678.

3. Rental of Units

3.1 Owner's may lease their Units upon written notice to the Board of such intent. Any such lease shall be in writing in such form as approved by the Board and shall

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require the tenant to comply in all respects with the CC&R's, the By-Laws, and the Rules and Regulations adapted by the Tivoli Cove Homeowners Association. Fines will apply for owners who do not notify the Board of the rental of a Unit according to the CC&R's.

3.2 Owners must have proof of current insurance coverages required by the CC&R's on file with the Management Office.

3.3 Rental of Units is restricted to single family use and must include the use of the two assigned parking spaces.

4. Unit Residency Rules

The maximum number of permanent residents allowed per Unit is as follows:

4.1 Studio Unit: two.

4.2 One-bedroom Unit: three.

4.3 Two or three-bedroom Unit: four.

4.4 The Owner must notify the Manager if a guest becomes a resident.

4.5 Overnight occupancy in any storage Unit is forbidden by law.

4.6 Each Unit has two exclusive-use parking spaces.

5. Move In /Out Rules

5.1 Owners will provide their tenants with a copy of the Rules and Regulations and ensure compliance with this document.

5.2 Owners and tenants are required to complete a resident registration package and emergency information form. Move-ins may not occur until the signed registration packet and emergency form is turned in to the Manager. Registration packages are available at the Management Office.

5.3 The Manager must be notified 48 hours in advance of all move-ins & move outs. Fines will apply to owners not adhering to this rule, per the violation fine schedule. A fine over and above the move-in & move-out fee may be imposed for failure to notify the Manager of move-ins and/or move outs.

5.4 A Moving Fee of \$150 will be charged for each Move-In and a Moving Fee of \$150 will be charged for each Move-Out.

5.5 Moving days and times: Monday through Saturday, 8:00 AM to 5:00 PM. Sunday moves are not permitted for moving vans or trucks.

5.6 No dollies or carts are permitted between the tennis courts. All dollies and carts must be padded to protect the property, such as, stairs, walls and elevators from being damaged.

5.7 Any damage caused during a move shall be charged back to the owner of the Unit according to the Reimbursement Assessment process.

6. Guests and Use of Common Areas, including Recreational Areas

6.1 Only resident owners or tenants can invite guests. Guests cannot invite other guests.

6.2 Eight (8) or more guests must be approved in writing by the manager 48 hours in advance by completing the Amenities Rental Agreement form, available at the Management Office.

6.3 Minors - Children under 14 years of age must be accompanied and supervised by a responsible adult in all common areas, including but not limited to, the clubhouse, pool area, tennis courts and our private beach.

6.4 Guests attending an event in a reserved area are required to park on PCH. This is due to the limited number of Guest Parking Spaces.

7. Recreational Areas (Gym, Clubhouse, Pool & Spa & Patio, Beach, Tennis Courts,

7.0.1 Children under 14 years of age must ALWAYS be accompanied by an adult. Strict fines will be imposed on those who disturb others during the extended hours of use. Security is authorized to ask violators to leave common areas if any activities cause a disturbance to other residents.

7.0.2 Recreational area users must be good neighbors and not disturb others. When a dispute occurs, management and / or security staff will decide the outcome. If necessary, they have the option of canceling the activity and closing the area.

7.0.3 Furniture may not be removed from the Pool, Spa, Patio, Clubhouse, Tennis Court or any other Recreation Common Area.

7.1 Clubhouse

7.1.1 A host reserving the clubhouse must make a reservation with the manager. The Unit making the reservation shall have a \$250.00 security deposit added to the account and a guest list not to exceed 25. In addition, the party that wishes to reserve must sign a property liability release for cleanup and any damage to the clubhouse. Deposits are returned only if the contract has been fulfilled by the host. If the host is a tenant, the owner must accept legal liability for this event. The

owner is required to sign the TCHOA contract for Reservation Liability for Private Events. Use requires proper identification and proof of an insurance policy that covers liability.

7.1.2 The reserving person is responsible for having the facility cleaned after use, equipment, lights, heaters, and the fireplace turned off, as well as all cabinets and doors locked before leaving. The Unit owner shall accept responsibility for any damage, intentional or incidental, caused while using the area. Note: A reservation for the clubhouse doesn't forbid others from using the exercise area, saunas, showers, or restrooms. Guest use of other recreational areas on the property (e.g., the pool) is not permitted unless Management allows an exception in writing. The manager may require the host to have a lifeguard on duty for pool use.

7.1.3 Lights must be turned off and doors closed and locked after use. Fines for failure to follow this cost saving rule may be imposed according to the violation / fine schedule.

7.1.4 Sleeping in the clubhouse is prohibited.

7.1.5 Clubhouse hours are 8AM to Midnight. Quiet time hours (9PM – Midnight) will be strictly enforced.

7.2 Pool and Spa

7.2.1 Lifeguards are not provided by the Tivoli Cove Homeowners Association. Use at your own risk.

7.2.2 Swimsuits are always required. Infants and toddlers must wear waterproof swimmer diapers.

7.2.3 Under California State law, children under 14 years of age are not permitted in the Pool or Spa unless accompanied by an adult.

7.2.4 No glassware, smoking, food or littering is allowed inside the fenced area.

7.2.5 No running, jumping, diving or boisterous conduct.

7.2.6 Cell phones, tablets, laptops and other electronic & audio or technological devices must be used with headphones.

7.2.7 Furniture may not be removed from the pool or Spa area.

7.2.8 No surfboards or kayaks are allowed in the pool.

7.2.9 Pool Hours are 6AM – Midnight.

7.3 Beach Areas, Upper and Lower

7.3.1 The same rules in Section 7.1.1 for a party host but applicable to the beach areas apply here, except the guest list may be increased to (50). The host is

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responsible after use to have the beach cleaned and personal property removed immediately. Guests are not allowed to use other TCHOA recreational areas, except the restrooms, unless permitted by the contract.

7.3.2 Only 4 reservations per day will be accepted; each party can have one table and one bench but must share the barbecue pits with others. One gazebo per party, and since there are only two, they would be for the first two to make reservations. No more than two parties per month per Unit. If there are 2 or more reserved parties on the beach, the volleyball net can be removed.

7.3.3 All personal property, including boats, kayaks, chairs, etc. must be removed and cannot be stored on the beach areas, unless placed in the designated and assigned rental space. If the property is not picked up within 24 hours, the property will be disposed of. It is the property owner's responsibility to reach out to the management office if there is any reason for belongings being left in the common areas. The Association will not take responsibility for belongings being left in the common areas. The Association will take responsibility for locating the owner of the property prior to disposal.

7.3.4 The barbecue areas shall be cleared of personal items, and trash placed in receptacles after use.

7.3.5 No glassware is allowed on the beach.

7.3.6 Cell phones, tablets, laptops and other electronic & audio or technological devices must be used with headphones.

7.3.7 Overnight sleeping on the beach is prohibited.

7.4 Tennis Courts

7.4.1 Appropriate footwear made, for playing tennis, must always be used on the courts to prevent dark / scuff marks from damaging the courts.

7.4.2 Cell phones, tablets, laptops and other electronic & audio or technological devices must be used with headphones.

7.4.3 Courts are to be used only for tennis.

7.4.4 No glassware is permitted in the tennis courts.

7.4.5 Trash and belongings must be removed immediately after use.

7.4.5 Tennis Court hours are 9AM to 9PM.

7.5 Gym

7.5.1 Use at your own risk.

7.5.2 Please turn off all tv's and fans if you are the last one using the equipment.

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7.5.3 Shirts and closed toed shoes are always required in the Gym. This is for the health and safety of all Residents.

7.5.4 Gym Hours are from 8AM to Midnight, unless approved by the Board.

8. General Rules

8.1 Common areas, including underground parking, must be kept free and clear of all objects deemed to be storage, obstruction, eyesores or trash, except the Board of Directors has determined that ONLY bicycles, kayaks and surfboards are permitted to be stored in the parking space assigned to that unit. Such things include but are not limited to boxes, water bottles, shoe racks, flammables~ and explosives. An object is only permitted in the walkway in front of a Unit door which provides for a clear and unobstructed path allowing for paramedics with a gurney to access the Unit without tripping, bumping or movement of the object, or the possibility thereof, in order for the paramedics to pass.

8.2 Jumping or climbing over any fence or gate will result in a fine.

8.3 For the safety of all, removing or crossing any maintenance barriers restricting access is a safety hazard and subject to a Special Fine.

8.4 Vandalism, malicious mischief, theft and damage or destruction to any property in this complex, will result in special fines and possible criminal prosecution.

8.5 No vehicle washing is allowed anywhere on the property.

8.6 No objects are permitted in the elevators that exceed their lawful weight limit. Items that are prone to cause damage to the interiors are prohibited unless adequate padding is used. Articles such as surfboards, kayaks, or other bulky items are banned.

8.7 TCHOA showers have restricted use. These showers are provided for the rinsing of the human body. Animals are not permitted. Small items such as face masks and snorkels may be rinsed. All other washing must be in an area designated by management.

8.8 Littering is prohibited, and no letters or flyers may be posted on any Unit(s) door without prior approval of the Board.

8.9 No towels, laundry, wetsuits or any other items are to hang over balcony railings.

8.10 The use of skateboards, roller blades, razor scooters, hover boards, motorized vehicles, drones or similar devices is strictly prohibited in all common areas.

8.11 Dumping of materials such as caustic fluids, flammables, oils, hazardous or toxic waste in trash containers, chutes, and driveways, parking structure or common areas is unlawful and prohibited. Those materials, by law, must be discarded at toxic waste sites.

8.12 All solid wastes are processed by our septic system, which is operating at full capacity and requires continuous maintenance. to minimize maintenance requirements, please refrain from using your garbage disposal and place all food waste in trash containers. Corn husks, coffee and tea grounds and chicken bones are particularly harmful.

8.13 Unless connected to an owner's utility service, all storage room and garage lights must be turned off after use. Use of refrigerators, vehicle charging, and other electrical usage is prohibited and subject to fines and the potential for the Association to seek reimbursement from the Unit Owner through the Reimbursement Assessment process.

8.14 Potted plants must be placed on drip-proof saucers and conform to local safety and fire regulations.

8.15 Hosing off balconies is prohibited.

8.16 Attachments to awnings, awning frames, railings or fascia boards, including satellite dishes, require approval by the Board.

Satellite Dishes

8.17 Owners wishing to install satellite dishes are required to submit an Architectural Application to the Board. The Board's acceptance or denial will be based upon guidelines prescribed in the California Civil Code. The basic guidelines are:

8.17.1 The satellite dish shall not be attached to the patio floor, fascia board(s), ceiling, railing or awning frame. It may be attached to a table, stand or exterior furniture.

8.17.2 The wiring must be hidden from view.

8.17.3 The maximum size is 24 inches in diameter. In special circumstances, a 36~inch diameter may be acceptable.

8.17.4 Attachment to the stucco walls may be acceptable provided a \$300.00 deposit and an attachment procedure are submitted and approved prior to installation. In this case, the dish shall be at least 36 inches back from the railing.

8.17.5 The cost of repair and painting upon removal will be deducted from the deposit.

8.18 Charcoal barbecues are prohibited on balconies. Propane gas barbecues are allowed but require an appropriate fire extinguisher near the barbecue.

8.19 No noxious, noisy or offensive activity shall be carried on in any Unit, storage room, garage or common areas. Nor shall anything be done therein which may be or become an annoyance or nuisance. Music, stereos, cell phones, tablets, laptops and other electronic & audio or any technological device which plays music or audio, TV's etc.) must not disturb others. Failure to cease immediately any of the above activities will result in severe fines and/or other corrective actions deemed appropriate to obtain compliance.

8.20 Sleeping overnight anywhere on the property other than inside a condominium is prohibited.

8.21 The speed limit on the property is 5 mph.

8.22 Management and security staff have the discretion to rule on all matters regarding the peace, safety, and security on the property.

8.23 Realtor Open Houses are permitted only on Tuesday's and Wednesday's 10:00AM – 2:30PM. Weekend Open Houses are permitted from 12PM to 4PM and must be approved 72 hours in advance by the Management Office. Hiring a special "guard" will be necessary and cost paid by homeowner. "Guard" to escort all visitors to and from Unit Parking on PCH only. *"Guard" refers to any individual working on behalf of the Unit owner or Owner's representative. This individual must be covered under a Worker's Compensation Policy under the entity or individual to whom they are employed.*

8.24 No public sales or garage sales may be held on the premises.

8.25 Gate tampering is a serious violation and offenders will be fined. Gates must be closed and locked after each use. This is extremely important for the general security of the property, and the pool and spa area where an unlocked gate could endanger a child.

8.26 Only septic safe toilet paper is permitted to be flushed down the drainage system. Some brands which offer septic safe toilet paper are Scott, Quilted Northern, Angel Soft and Cottonelle. Any type of personal cleansing wipes, including those advertised as flushable, are not permitted and are hazardous to the Community's treatment plant system.

8.27 "Prohibition of Smoking." Smoking of cigarettes, clove cigarettes, cigars, marijuana, E-Cigarettes, Vaping, pipes, hookah's, illegal or illicit narcotics, or other such smokable or vaping substances or methods ("Smoking") is prohibited in all Common Areas, including, but not limited to, streets, pool areas, and park areas and all Exclusive Use Areas, including, but not limited to, porches, patios, balconies and parking spaces. Failure to comply with this Section shall constitute a violation

of the Association's governing documents and be punishable in accordance to the governing documents and its schedule of monetary penalties."

9. Rules Regarding Animals

9.1 No animals are allowed in any recreation area.

9.2 Animals must always be on a leash and under their owner's control when outside of their Unit. L.A. County Code 10.21.010.

9.3 Animals must urinate or defecate (a) offsite or (b) West of the guest parking area. Feces must be collected immediately and disposed of in doggy waste trash bins only [per LA. County Code 10.40.060A]. Disposal in ashtrays or open trash containers is prohibited. Tivoli Cove has provided 4 doggie-bag stations for pet owners' convenience.

9.4 Noise, barking, whining, howling, etc., of animals is prohibited and may result in a severe fine and reported to the Sheriff's office, if necessary.

9.5 Dogs and cats are required to be licensed, per L.A. County Code 10.20.190.

9.6 Animals are not to be washed in the indoor showers or laundry room sinks at the Tivoli Cove complex. The shower located at the base of the main stairs down to the Beach are permitted for rinsing use only. No shampoos or other cleaning products are permitted.

9.7 Guest of Owners and Tenants are not permitted to bring animals to the Tivoli Cove at any time.

10. Parking

10.1 Parking spaces are for motor vehicles only. Vehicles in the underground parking structure must not extend beyond nineteen (19) feet from the wall of the garage. Parking for other modes of transportation must have Board approval.

10.2 Motor vehicles are permitted to park only in authorized parking spaces. The exception is in an identified 5-minute loading and unloading White Zone. Vehicles in these zones must have emergency flashers activated. Security staff will protect the lawful fire lanes for emergency vehicles by having unauthorized stopped vehicles towed or cited by the Sheriff's Department. Vehicle owners will be responsible for all expenses involved with towing and / or paying any citations.

10.3 Vehicles illegally parked in an owners or resident's exclusive use parking space are subject to being towed. Due to liability issues, it is the responsibility of the owner or designee to call the towing service and sign the form authorizing towing. The

Association does maintain the authority to issue violations & fines to Units who park in another Unit's parking space.

10.4 Each Unit has two exclusive-use parking spaces. The limited number of available guest parking spaces precludes owners and residents from using guest parking. Severe fines may be imposed for violating this rule unless prior written authorization has been given by the Management Office.

10.5 Guests are permitted to park for a maximum of 7 days in the guest parking area without permission from the Association. Vehicles parked in Guest Parking for more than 7 days shall require the written authorization from the Management Office and is subject to a daily charge of \$10 per day. Authorizations shall be restricted to a maximum of 30 days per year.

10.6 Private Garage doors shall remain closed unless the occupant is loading or unloading from a vehicle.

10.7 Vehicles in parking spaces must be between the lines unless both spaces belong to the owner.

10.8 Only emergency repairs to vehicles are allowed in the common areas including exclusive use parking.

11. Remodeling

11.1 Owner contemplating remodeling or making changes to their Unit that would affect the interior or exterior, adjacent Units or common area such as but not limited to, sky lights, windows, flooring, doors or the transmission of sound, etc., must seek approval from the Board of Directors of the changes along with submitting plans from a licensed professional. Fines will apply for violation of remodeling rules and could result in the removal of unauthorized work.

11.2 Homeowners must advise the Board of the names, licenses, and bonding of any outside contractors that you bring in to work on your Units. A contractor must supply proof of liability and workers compensation insurance showing the Tivoli Cove HOA as an additional insured.

11.3 No contractors, including plumbers will be allowed to shut off the water in the buildings. Only authorized personnel are permitted to shut the water off. This information is available through the Management Office.

11.4 No speakers or noisy appliances may be installed in common walls, ceilings or floors.

11.5 Construction hours are Monday-Friday 8a.m.-5p.m. Saturday is 9a.m. – 4p.m. No construction on Sundays and Federal Holidays.

11.6 No new installation of laundry equipment is allowed in any Unit.

11.7 Interior and exterior alterations, additions and changes to Units, require prior written approval of the Board (Architectural Application). Flooring on second story Units must be approved by TCHOA and conform to noise abatement requirements set by LA County Department of Building and Safety standards or other relevant government agency. Permits are required to be submitted to the Association for any work that may be performed and / or subsequent changes to an Architectural Application, which are required by the Department of Building and Safety or other government agency. Fines will apply for proceeding without Board permission or for proceeding without obtaining and submitting the required permits.

12. Staff Treatment

The Tivoli Cove HOA Board of Directors, staff, third party contracted employees and vendors are here to make the community a better place. Owners, residents, guests, or other persons on the property for an individual Unit may not engage in obscene or disparaging gestures or language towards these individuals. Behaviors and language perceived as shouting, profanity, indecent, abusive, or threatening towards any of these Tivoli Cove HOA personnel, is also not permitted. Violations of this nature are subject to the fines according to the Association's violation / fine schedule.

13. Rules Governing Acquisition, Use and Transfer of Vehicle Entry Tags

13.1 Each Unit is allowed two (2) vehicle entry tags, or a number consistent with the amount of deeded parking spaces for that Unit, for access through the main entry gate into the property. All owners must provide their vehicle registration information at the time of obtaining a vehicle entry tag; this includes manufacturer, model, model year, door configuration (coupe, sedan, etc.), vehicle color, license plate number and VIN. Tags must be physically affixed to the vehicle by a member of the Board of Directors or Management, or other Association staff or contractors as deemed appropriate by Management or the Board of Directors. Additional vehicle entry tags may be purchased. Replacement vehicle entry tags, or additional vehicle entry tags will have their prices set as needed by Management or the Board of Directors. Cost of additional tags to be set by management and the Board.

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13.2 Each vehicle entry tag must be registered to an Owner, permanent Resident or Tenant of an Owner who has an active, executed lease in place. Each vehicle entry tag shall be associated with a name, Unit number and license plate number. When an Owner forfeits possession of their parking spaces upon executing a lease with a Tenant for the duration of the tenancy (Tivoli Cove Rules and Regulations Section 3.3), any Owner who is renting their Unit may have their vehicle entry tags electronically disabled until their Unit is returned to their possession.

13.3 Vehicle entry tags are non-transferable. All transfers of parking rights will require the purchase of a new vehicle entry tag. Unauthorized transference of a vehicle entry tag will result in a \$250 penalty and possible suspension of amenity access for thirty (30) days.

13.4 Temporary, alternative access may be granted to permanent Residents in the event a registered vehicle is temporarily unavailable for use due to repair or other such circumstance. Completion of a "Request for Temporary Access" form must be completed. Tenants or other non-Owner Residents must have consent from the Owner. Temporary access may be in the form of a gate remote, an access code or other similar entry device, determined at Management's or the Board of Directors' discretion. At the end of the use of the temporary access, said access will be revoked and any physical entry devices, including, but not limited to, gate remotes, provided must be returned to Management within three (3) days. Failure to return such physical entry devices will result in a daily fee of \$50 automatically charged to the Owner's account until returned. Lost physical entry devices will incur a fee of \$250 automatically charged to the Owner's account. A physical entry device is considered lost after five (5) business days have elapsed since the agreed upon end of use date. Allowing use of a provided temporary access code by any person other than the person being granted this temporary access is subject to a penalty of \$250 and possible suspension of amenity access for thirty (30) days.

14. FINE SCHEDULE

1st Violation.....warning or fine up to \$200

2nd Violation (same offense).....\$50 to \$200

3rd Violation (same offense).....\$100 to \$300

Additional Violations (same offense).....up to \$400

Safety or Abusive Language / Behavior Violation.....warning or fine up to \$500

Continuing Violation.....daily fines until cured (\$50-\$200)

Suspension.....common area privileges, ability to reserve recreation areas, attendance at any Tivoli Cove sponsored \ parties / gatherings, Open Meetings, etc may also be suspended for a time to be determined reasonable by the Board of Directors.

Reimbursement Assessment.....may be levied to reimburse HOA for any costs incurred while enforcing the governing documents or damages that has occurred to HOA property.

Parking Violations

1st Violation.....\$50

2nd Violation.....\$100

3rd Violation or More.....\$200

Fines for violations of the rules and regulations will be determined by the Board. Once penalties are decided, notified owners failing to pay these fines within sixty (60) days to the HOA Property Management will be taken to Small claims court. All expenses incurred by TCHOA to collect these penalties shall be charged to the owner(s). Fines can be appealed by the owner(s) in person or in writing to the Board within thirty (30) days of notification. Appeals are null and void after that deadline.

Storage Room and Rack Rental Rules

Pursuant to California Civil Code Section 4340, et seq., the Board of Directors for the Tivoli Cove Homeowners Association (“Tivoli Cove” or “Association”) has adopted the following rules, restrictions and regulations (hereinafter “Rules”) for the Association, which shall be binding upon the Association, Members/Owners of separate interests within the Association and their families, grantees, lessees, tenants, occupants, successors, heirs and assigns.

The purpose of these Rules is to provide clear guidelines that will help the Board/management oversee and maintain the Tivoli Cove HOA’s Common Area storage spaces and to ensure that Tivoli Cove Residents may continue to have access to additional storage spaces.

Rules

Assignment

1. There are seven (7) storage rooms and eight (8) surfboard racks eight (8) kayak racks in the Association’s Common Area. Storage rooms surfboard and kayak racks assigned for the exclusive use of a particular Unit Owner or Resident are considered restricted Common Area. Except where specifically named, storage rooms and kayak racks are referred to as “Storage Facilities” throughout these Rules.

Storage room rental fees are listed below:

Storage Unit	Location	Square footage	Cost
S-04	B-Bldg.	122.08	\$366.24/mo
S-10	B-Bldg.	141.12	\$423.36/mo
S-18	B-Bldg.	122.08	\$366.24/mo
S-22	B-Bldg.	120.96	\$362.88/mo
S-40	C-Bldg.	148.59	\$445.77/mo
S-52	D-Bldg.	92.7	\$278.10/mo
S-53	D-Bldg.	92.7	\$278.10/mo

Kayak rack rental fees are \$20/mo.

2. Storage Facilities are only available to Association Members (Owners) or their tenants/lessees who reside at Tivoli Cove.
3. Storage Facility assignments are made by the Board and are available on a first come, first served basis. An executed *Storage Room & Rack Lease Agreement* will confirm a storage room assignment. Management maintains a waitlist of individuals who would like to rent Storage Facilities.
4. Only one (1) storage room and one (1) kayak rack may be assigned to a Unit at any given time.
5. A person utilizing Storage Facilities must sign a *Storage Room & Rack Lease Agreement*, whether they are an Owner, tenant, or lessee. The Unit Owner's signature will also be required if a tenant/lessee is utilizing Storage Facilities. The person(s) signing the contract and Unit Owner(s) are responsible for complying with these Rules and all other Association rules, restrictions and policies.
6. Unit Owners who are not in compliance with the Association's rules and/or up to date with their assessments may be denied use of Storage Facilities after notice and a hearing. Tenants/lessees of Unit Owners who are not in compliance with the Association's rules and/or up to date with their assessments may be denied use of Storage Facilities after notice and a hearing.
7. Assigning, leasing, subleasing, licensing or permitting the use of Storage Facilities or any portion thereof by an Owner, tenant or lessee is not permitted. Only the Board may assign Storage Facilities to its user(s).

Use of Storage Facilities

8. Storage rooms shall be used solely for storing personal property.
9. Storage rooms may not be used as an office, studio, workshop, and/or for residential or commercial purposes.
10. All items must be kept completely inside the assigned storage room. The Association may dispose of items left outside of assigned storage rooms.
11. Storage Facility users are responsible for securing their storage with their own key or combination padlock.
12. Storage room users are responsible for ensuring that their storage room is secured upon exit and that the lights (if any) are switched off.
13. Storage Facility users must keep their storage clean, free of debris, and in a neat and orderly condition.

Prohibited Items/Activity

14. The following items are not allowed in the storage rooms:
 - a. Valuable personal items
 - b. Flammable, explosive, hazardous, toxic, or inherently dangerous materials
 - c. Any animals or plants – dead or alive
 - d. Perishable food and animal products
 - e. Items that would attract pests and insects
 - f. Stolen goods
 - g. Drugs/narcotics
 - h. Firearms
15. Allowing squatters and/or any unlawful activity in a storage room is prohibited.
16. Smoking in the storage rooms is prohibited.

Liability

17. Pests and rodents may access storage areas from time to time. The Association assumes no responsibility or liability for any damage to personal belongings caused by such pests and rodents. Individuals should take care to secure their belongings to avoid potential damage from these sources.
18. Items in storage rooms may be damaged by water or other substances. Renters assume all risks in renting storage rooms; the Association is not liable for damage to personal property of renters.
19. The Association recommends that Residents purchase insurance coverage for items kept in the storage areas at Residents' own expense. The Association does not carry insurance for these areas and assumes no risk or liability for any/all storage areas, nor their contents.

Physical Alterations/Repairs

20. HOA owned Storage Facilities are part of the Association's Common Area and may not be physically altered or modified without the Board's prior written authorization. The Association must be immediately notified of any necessary repairs. A reimbursement assessment may be levied against the Unit Owner if the damage to the storage room was caused by the Unit Owner or the Owner's tenant/lessee.

21. The Association reserves the right to enter an HOA owned & assigned storage room without prior notice to the Unit Owner or storage user in order to remove a hazard, address an emergency, or perform urgent repairs.

Vacating Storage Facilities Upon Move Out

22. Unit Owners who rent/lease their Unit are responsible for notifying the Association and vacating Storage Facilities within ten (10) days of their renters/lessees moving out.
23. Owners who sell or move out of their Unit are responsible for notifying the Association and vacating Storage Facilities within ten (10) days of selling the Unit or moving out.
24. Storage room users must broom sweep the area after vacating the storage room. Items in the Storage Facilities not claimed within 30 days of the notice will be disposed of by sale, donation, placing in the trash container for removal as rubbish or other suitable method in the discretion of the Board.
25. Subsequent Owners/Residents do not have “grandfather rights” to the previous Owners’ vacated Storage Facilities. New Owners/residents must submit a *Storage Room & Rack Lease Agreement* and are subject to the waitlist, if any.

Storage Facility Fee Payments

26. Storage Facility rental fees will be billed monthly and will be included on with HOA statements along with assessments fees. Unpaid Storage Facility rental fees are enforceable and collectable by the Association in the same way and through the same procedures as monthly assessments.