



Approved Rules and Regulations

January 27, 2009

Marina City Club
4333 Admiralty Way
Marina del Rey, CA 90292

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RULES AND REGULATIONS

1. INTRODUCTION

The social success of Marina City Club Condominium Association (the "Association") depends in large part on these Rules and Regulations (the "Rules") that govern how residents are expected to conduct themselves. This document applies to all residents in both the Common Area and Shared Area of the Marina City Club Property.

The Rules have been developed to provide each resident with the greatest latitude in using the facilities without infringing on other residents and their rights to the quiet enjoyment of their homes and the community. Violation of these Rules and Regulations may subject the violator to fines and other penalties.

Please note that the Rules supplement the Association's Articles of Incorporation, Bylaws, Covenants, Conditions and Restrictions ("CC&Rs"), and the Homeowners Settlement Agreement (collectively referred to as the "Governing Documents"), and do not supersede them. All owners, tenants, residents, members and guests are bound by the Governing Documents. Any fines assessed (after notice and hearing) will appear on the monthly assessment statement of the owner. The owner is responsible for payment of the fines. Owners must provide their tenants and residents with a copy of the Governing Documents. Any reference to "owner" hereinafter applies equally to owners, tenants, guests, residents, occupants, members and/or anyone visiting owner's unit (unless otherwise specified).

Owners may contact the Association's Board of Directors ("Board") through the management office ("Management Office"). All correspondence will be relayed to the Board or appropriate committee. Except in the event of an emergency, tenants should deal directly with their unit owners to resolve any problems.

The Management of the property has been appointed to represent the interests of the Association and the Sublessor, and acts as their agent.

2. GENERAL INFORMATION

2.1 Office Hours

The Management Office is open Monday through Friday from 9:00 a.m. to 5:00 p.m. The Management Office numbers are as follows:

Telephone number: (310) 822-0611

Fax number: (310) 822-1696

After hours, on weekends, and in case of emergencies, the Property Services Office ("Property Services Office") may be reached at (310) 822-0611, ext. 208.

2.2 Moving In/Out

Prior to moving into or out of the Property, an owner and/or resident must obtain a copy of the current "Move In and Move Out" rules from the Executive Office ("Resident Services") located at level G3 East Tower South. An owner and/or renter will not be allowed to move in or move out without these documents. Owner and resident will pay a non-refundable \$250 move in fee. Owner and/or resident are required to pay a refundable \$500 move in and move out fee to cover any/all damages to the property.

2.3 Utilities

Each owner is responsible for his/her own electric bill. To have service turned on, call Southern California Edison. The Association pays for water and sewer charges with your homeowner dues. Therefore, please conserve water.

2.4 Telephone

Each owner is responsible for setting up and obtaining his/her telephone service.

2.5 Newspaper Delivery

The Los Angeles Times, the Wall Street Journal and the New York Times are delivered to the property upon subscription by owner/resident. Newspapers are delivered directly to owner's/resident's front door. An owner should notify the newspaper carrier to hold delivery while the owner is away from the property.

2.6 Insurance

The Association provides a master policy covering general liability and fire insurance. The Association may or may not maintain earthquake insurance. Owners may contact the Management Office for current and/or additional insurance information. Each owner must contact his/her homeowners insurance company or agent to make arrangements for coverage of the interior of owner's unit including, but not limited to, personal property, interior dwelling, loss of use, special assessment coverage, water damage to owner's unit, any deductible

or loss assessment resulting from an earthquake loss and any other coverage necessary.

2.7 Keys

Keys to mailboxes are provided by an owner's real estate/leasing agent or the previous unit owner. Owners may also call a locksmith to re-key his/her mailbox. The Association does not provide locksmith service. Residents must provide Property Services with a set of keys to their unit to be used in the event of an emergency. These keys will not be given to any unauthorized person.

2.8 Guests/Visitors

All guests must have an owner's approval before they will be admitted to the property. Guests must use the visitor entry gate and check in with the officer on duty to obtain a parking pass. Owners may not allow guests to follow them through the resident gate. The Property Service officer on duty will notify an owner when his or her guest arrives to obtain approval for admittance. If the Property Service officer cannot reach the owner, and no prior approval has been left, the guest will not be admitted. The total number of guests shall not exceed that allowed by local fire and zoning regulations.

2.9 Taxis and Limousines and Private Transportation

When using a taxi, limousine service or a private driver for transportation, an owner must provide the service with his/her name, building and unit number and advise the Property Service officer when the taxi/limousine is scheduled to arrive. Owners must instruct the drivers *not* to honk their horns to signify their arrival. This is disturbing to the residents.

2.10 Deliveries of Furniture or Other Large Objects

Owners must notify Resident Services at least 48 hours in advance whenever they are expecting a delivery of furniture or other large objects so that it will not conflict with another scheduled delivery and/or move in/out in the building. Prior notification also allows the Association to arrange for the freight elevators to be padded prior to the delivery in order to avoid damage to the owner's property as well as the elevator. Deliveries are allowed Monday through Friday from 8:00 a.m. to 5:00 p.m. only. No deliveries are allowed on Saturdays, Sundays or holidays.

2.11 Pest Control

The Association arranges for regular pest control service to control insects, rodents and birds in the shared area only. It is the responsibility of the unit owner/tenant to arrange and pay for their own interior treatments.

2.12 Association Dues

Monthly assessments are established by the Board and cover all services provided by the Association including, but not limited to, management, engineering, janitorial, property service, landscaping, pools, common area utilities, insurance, legal expenses, rubbish collection and funding reserves. Monthly assessments are due on the 1st day of each month and are delinquent after the 15th day of each month. If an assessment is not paid by the 15th day of the month, a late fee will be charged to the owner's account.

2.13 Board of Directors

The Board is made up of five members. The Board is elected by the owners. The officers of the Board consist of: President, Vice President, Secretary and a Chief Financial Officer. Officers are elected by the Board. One Board member may hold the dual offices of Vice President and Chief Financial Officer. Board members are not compensated for their time. The Board establishes policy and oversees the management of the Association. Board meetings are open to all owners, except when the Board adjourns to executive session. A notice with the date, time, place and agenda of each meeting is posted in each building four (4) days prior to each Board meeting.

2.14 Community Access Channel 6

The Association maintains Channel 6 on the Association's TV cable system to disseminate information to the owners of the Association. This may change without notice.

2.15 Monterey Room

The Monterey Room is available for non-profit events only (e.g. business meetings, seminars, baby and bridal showers, and children's birthday parties). It is limited to a total of fifty (50) people, and may be reserved Monday through Saturday from 8:00 a.m. to 10:00 p.m. No alcoholic beverages are allowed in the Monterey Room, and it is a smoke free facility. The Marina City Club is not responsible for room set-ups, clean-ups, decorations, projectors, screens, microphones and computers, and can not be responsible for storing or safeguarding items that are left inside the Monterey Room. For rental pricing and reservations please contact the Executive Office at (310) 822-0611, ext. 236.

3. GENERAL RULES

Violation of each rule listed below may result in a fine. If a fine amount is not specifically provided for, refer to Section 11, for a general fine schedule.

3.1 Adherence to Rules

It is the duty of the owners to know the Rules, and to cooperate with management in the enforcement of the Rules. Violation of the Governing Documents may result in a reprimand, fines, suspension, notice, hearing, or legal action.

3.2 Non-Smoking Areas

Smoking is prohibited throughout the enclosed shared areas of the property.

3.3 Trash

- a. No rubbish or debris of any kind shall be placed or permitted to accumulate by an owner anywhere upon or in the property. No owner shall permit an odor to arise so as to render the Association property or a unit, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- b. All trash must be tied securely in plastic bags and deposited in the trash chutes in the trash rooms located on each floor.
- c. Chutes should not be overstuffed which may result in a clogged chute. Clogged chutes are an inconvenience to other residents and require costly labor to correct.
- d. Trash of any kind shall not be left in any place other than in designated areas. Trash shall not be left on the floor of any trash room. Recyclables shall be placed in the containers provided in the trash room.
- e. Cardboard boxes, i.e. pizza boxes, or any other bulky items and construction materials shall not be put down the chute. Boxes must be broken down and placed in the trash rooms located on each floor.
- f. The trash receptacle chute door must remain closed at all times.
- g. All trash and debris from remodeling and/or construction must not be placed in the shared area containers or left in the trash areas. It must be carried off site by the responsible contractors or contractors must make arrangements with the Management Office for all construction bins. Construction personnel are not permitted to store materials on the common area or to use the trash chutes to dispose of waste. All

construction material disposal and construction activities shall be performed pursuant to approved plans and specifications.

- h. Trash chutes may only be used between 8:00 a.m. to 10:00 p.m.
- i. The established recycling program must be adhered to.

3.4 Pets

Pet ownership and behavior is a sensitive issue. Pet owners must insure that their pet does not infringe upon or in any way disturb or damage the quality of life of other residents of the MCC. The Association expects that each pet owner act in a responsible manner. It is always the responsibility of the pet owners to clean up after their pet. The Rules provided below were adopted so that there is no misunderstanding by any pet owners of their responsibilities with regard to their pets. The Rules are also provided so that owners will know the consequences that will apply if the Rules are not complied with.

- a. **Licensed.** Pet owners must provide the Association evidence that all resident dogs are licensed by the County of Los Angeles. In addition, pet owners must provide the Association with a current rabies certificate(s). Such documentation must be provided to the Association prior to the pet entering the Property.
- b. **Registration of Pets.** All pets must be photographed and registered with the Association. The Pet Registration form may be found at the end of these Rules as Form "A". Pet owners must pay a \$10 registration fee to the Association for an Association pet tag, which must be worn at all times by the pet while in the shared area. Pet owner must provide the Association with proof of registration within ten (10) days of the pet entering the Property. Failure to register the pet within sixty (60) days may result in a fine of \$50.00 and/or the removal of the pet from the Property, after notice and a hearing.
- c. **Oversized Dogs.** The Association's Governing Documents restrict dogs to 25 pounds or less. An ongoing violation of this rule may result in legal action to enforce the removal of the dog. If necessary, and if the proper documentation is submitted to the Association's Board, owners may be able to maintain trained service dogs, (i.e. seeing-eye dogs), which exceed the 25-pound limit. Violation of this rule may result in a fine of \$50.00 after notice and hearing, until the animal is removed from the Property.

- d. **Number of Pets; Prohibition against Breeding for Commercial Purposes.** Articles VII, Section 7.5 of the Association's CC&Rs, and Sections 13.1 and 13.4 of the Master Condominium Sub-Lease restrict the number of pets to one (1) usual and ordinary domestic household pet (e.g., dog, cat or bird); provided such pet is not kept, bred or maintained for any commercial purpose and is kept under reasonable control at all times. Violation of this rule may result in a fine of \$100.00 and/or legal action to enforce the removal of any additional pet(s).
- e. **Leash Requirement.** Pet owners must keep their pets on a leash of no more than six feet (6') in length or carry them at all times while in the common areas. Pets must, at all times, be within the owner's control. Violation of this rule may result in a fine of \$25.00 for each occurrence.
- f. **Elevators.** All pets must be carried or held by their collar whenever they are on an elevator so they cannot scratch elevator surfaces or jump on other passengers in the elevator. Pet owners are responsible for immediately cleaning any/all pet "accidents" (i.e. urine) on the elevator flooring. Violation of this rule may result in a fine of \$25.00 for each occurrence.
- g. **Pet Droppings.** Owners are required to clean up after their animals. All droppings must immediately be put into a plastic bag or other container/bag and be securely sealed and disposed of in a trash receptacle. Pet owners shall not allow their pets to relieve themselves in the public or front areas of the buildings, garages, elevators, grass areas, and in flower beds. Special areas (Doggie Land) have been established for this purpose. Violation of this rule may result in a fine of \$25.00 for each occurrence.
- h. **Kitty and Bird Litter.** Kitty and/or bird litter must be put in a tightly closed plastic bag and/or a container and disposed of in a proper manner. Violation of this rule may result in a fine of \$15.00 for each occurrence.
- i. **Snakes and Other Reptiles.** Snakes, other reptiles, and/or other exotic animals are not allowed on the Property or in units. Violation of this rule may result in a \$500.00 fine and/or legal action to enforce the removal of the animal(s).
- j. **Patios/Balconies.** Pets may not be left outside on a patio/balcony when the owner is away from the unit. Pets must be kept inside the unit. Violation of this rule may result in a fine of \$25.00 for each occurrence.

- k. **Fleas and Parasites.** Owners must keep pets free of fleas and parasites to avoid infestation of the unit, common area, the dog run, and other pets. Violation of this rule may result in a fine of \$50.00 for each occurrence.
- l. **Nuisances.** Owners shall not permit their pets to create an odor or noise that disturbs the use and enjoyment of any portion of the Property by other owners. Any pet owners that allow a pet to be an ongoing nuisance through barking, howling, odor or otherwise may be subject to a fine of \$25.00 for each occurrence, as well as legal action to remove the pet from the Property.
- m. **Restricted Areas.** No pets (with the exception of pets authorized to provide necessary services to disabled owners) are allowed in or around the pool areas, common patios, exercise rooms, recreation rooms, food and beverage areas, the Grog Shop, the beauty shop, Main Lobby in the Center Tower, the tennis courts, any areas of the Health and Tennis Club, and other commercial and posted areas. Violation of this rule may result in a fine of \$25.00 for each occurrence.
- n. **Dog Runs.** Dog runs are for the exclusive use of the owners' pets. Pets may be allowed off-leash only in the dog runs. Boat owners may walk their dogs to and from the boat-owner parking garage only. They are not authorized to use the MCC dog runs. All dogs must conform to the 25 lb. weight limit.
- o. **Liability.** Owners are liable to the Association for any damage or injury caused by their pets to the Association's common area or any other owner's property. Each owner who keeps or is permitted to keep any pet within the Property shall, and does hereby, indemnify the Association, its Board and officers, the Sublessor, and each owner against any and all loss, cost or liability arising out of having such pet.
- p. **Flowerbeds.** Pets are not to be allowed to go into or onto any flowerbeds or lawns. The responsible unit owner may be subject to a \$25.00 fine per each occurrence.
- q. **Fish Tanks.** Fish tanks in excess of fifteen (15) gallons are not allowed.

- r. **Pet grooming.** Pet grooming is not allowed in vans or any other vehicle parked in the common area. All grooming must be done inside the unit or outside the property.
- s. **Pets as guests.** Guests and outside club members are prohibited from bringing pets on the Property, except a service animal by a person with a disability.
- t. **Removal of Pet.** If, in the Board's sole opinion and judgment, a pet (1) has disturbed or is disturbing other owners, (2) has caused or is causing damage to the premises or any part of the property, (3) is creating a nuisance at the Property, (4) has caused personal or bodily injury to other persons or pets, after notice and hearing, legal action may be taken against the owner to permanently remove the pet from the premises and the Property. Payment by owner for any damage caused by the pet shall not constitute a waiver by the Board of the right to require the removal of the pet. The violating pet owner may be responsible for all legal fees incurred by the Association.
- u. **Duty to Comply.** Other than provided above, an owner may not under any circumstances keep any other pet on the premises or within the property without the Association's prior approval.
- v. **Fines.** All fines will be levied against the condominium owner. Therefore, it will be the condominium owner's responsibility to notify and give a copy of these rules to their tenant.

3.5 Leases and Lease Renewals

No owner shall lease or otherwise rent his/her unit for transient or hotel purposes, which shall be defined as rental for any period less than thirty (30) days. Advertisements for rental/lease of units must state that the minimum rental/lease period is thirty (30) days, and no shorter rental/lease periods are available. No owner shall enter into any rental, lease or tenancy agreement unless such agreement is in writing and has an initial term of at least thirty (30) days. Each rental/lease agreement shall include an express provision that it is subject in all respects to the provisions of the Master Condominium Sublease and the Governing Documents and that the failure of the lessee or tenant to comply with the terms of any of the Governing Documents shall be a default under the rental/lease agreement. A copy of all advertisements for rental/lease of the unit, and a copy of all rental/lease agreements must be provided to the Management Office prior to each new rental/lease term, so the Association may verify the length of the rental/lease. The Board strongly recommends that any owner who

leases his/her unit make arrangements for the tenant/lessee to attend an orientation meeting in the Management Office prior to the new tenant moving in. Owners must register tenants with the Management Office and provide them with a copy of the Rules and Regulations. Registered tenants must sign a document provided by the Management Office that they have received and will abide by all Rules and Regulations. This signed document will be kept on file in the Management Office.

3.6 Non-Resident Owners' Use of the Common Area

Owners living off-site may not use common area amenities. If a unit is leased, the lessor/owner waives his/her right to use the common area recreational facilities, including, pools, Jacuzzis, tennis courts, café, restaurant, guest parking spaces, etc. The common area amenities are to be used by the lessee/tenant only.

4. CLUB FACILITIES

“Club” includes the Dining Room & Bar and meeting room facilities on the third floor of the Center Tower, and other recreational, fitness, athletic and administrative facilities designated for Club use (“Club Facilities”) of the Marina City Club, a.d.b.a. Marina City club, LP, a California Limited Partnership at the Marina City Club project located in Marina del Rey, Los Angeles County, California.

The affairs of the Club are administered by the Club Council. The Club Council serves at the pleasure of the both the Homeowners Association Board of Directors and the Restaurant Corporation Board of Directors for the restaurant portion of the club.

The Club Council, solely through the Homeowners Board of Directors and the Restaurant Corporation Board of Directors, will advise both Boards on club matters and have authority over club matters to the extent granted to the Club Council by both the Homeowners and Restaurant Boards. The Restaurant will have a professional manager in place at all times who will oversee and manage day-to-day restaurant and banquet operations. The restaurant manager will report directly to the Restaurant Board of Directors

4.1 Dining Facilities

a. General Information

- 1. Children.** Specific Children’s Policies have been adopted by the Club Council for each area of the Club. Employees have been advised that they are to politely decline service or disallow use of

the Club's facilities to any member or guest not in compliance with this policy. Members are responsible for advising their guests of the Children's Policy. Parents or guardians will be held directly responsible for the actions of their children or guests' children. If children demonstrate that they are incapable of acting in accordance with established policies of the Club, restrictions will be imposed on family use of the Club.

2. **Complaints Regarding the Club.** All complaints concerning operations of the Club and/or Club employees should be directed to the Club Council. All complaints should be in writing and signed by the complainant.
3. **Conduct.** Any conduct unbecoming a lady or gentleman will be met with prompt and decisive action by the Club Council. Unbecoming conduct includes, but is not limited to, the use of loud, boisterous, and obscene language and the attempt to reprimand Club employees, as well as any conduct that is likely to endanger the best interests or character of the Club. All members are responsible for their personal conduct and the conduct of their family and sponsored guests when on the Club grounds or engaged in any Club activity.
4. **Dress Code.** Specific Dress Codes have been adopted for each area of the Club. Employees have been advised that they are to decline service or disallow use of the Club facilities to any member or guest not in compliance with these codes. Members are responsible for advising their guests of Dress Codes. Shirts and shoes must be worn at all times. Cut-offs, jogging and gym shorts, t-shirts, halter tops, tube tops and swimming suits are not acceptable in the Dining Room or Bar.
5. **Foreign Objects.** Animals (with the exception of seeing-eye dogs), bikes, skates, roller blades, skateboards, and the like are not allowed in or on any Club Facilities at any time.
6. **Hours.** Hours of operation will be established (subject to amendment, supplement, modification, and/or repeal) and published by the Club.

7. **Non-Club Food & Beverages.** All food and beverage consumed on the Club Facilities shall be furnished by the Club, except as permitted by the Club.
8. **Obstructing Employees.** It is grounds for disciplinary action for any member or guest to abuse any employee, verbally or otherwise. No member shall discipline any employee, nor shall a member request an employee to leave the Club Facilities for any purpose whatsoever. Members are requested to report misbehavior or violations of rules or laws committed by employees, and other members or guests, to the Club Council. All violations will be subject to disciplinary action, as deemed necessary by the Club. Members are not permitted to request special personal services from employees.
9. **Petitions.** Other than as permitted by the Club, no petition shall be originated, solicited, circulated or posted in or around the Club facilities.
10. **Property Damage/Loss.** No person shall remove any property or furniture belonging to the Club. Property of the Club that is removed, damaged, or destroyed by a member or guest will be charged to such member or guest. The Club will not be responsible for any loss of personal property left on the premises, including items left in lockers or with an employee of the Club. All such property is left at the owner's risk.
11. **Solicitation.** No commercial advertisements shall be posted or circulated in or around Club Facilities, nor shall solicitations of any kind be made on the Club's stationary, except as permitted by the Club. No solicitation of funds for charitable or other purposes shall be made in the Club or from any roster of Club members, except as the Club Council may authorize, through the Homeowners Board of Directors.

b. Food & Beverage

1. **Alcohol.** Alcoholic beverages will not be sold, or permitted to be consumed, on the Club's premises during hours, or at locations prohibited by law. Alcohol consumption is permitted only in dining areas and pool side. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the

laws of the State of California. No minors may possess or consume alcohol on Club premises. Proof of age is required. It is illegal for anyone to bring alcoholic beverages onto Club property for purpose of storage or consumption (with the exception of Club social events which require payment of a corkage fee). Bartenders shall not serve alcoholic beverages to anyone who is, or appears to be, intoxicated. The judgment of the bartender or management personnel on duty shall be final. To-go alcoholic beverages are not allowed.

2. **Cancellations.** Fees for special events will be processed when members make reservations. Forty-eight (48) hours notice of cancellation of reservations for Club functions is required. If a member cancels after the prescribed time, a full charge will be assessed.
3. **Children.** Children under eighteen (18) years of age may use the Dining Room and City Café only when accompanied by, and supervised by, an adult. Children under eighteen (18) years of age are not permitted to attend Club social functions unless the function is specifically intended for youths.
4. **Corkage Fees.** Wine and champagne (not available on the Club's Wine List) may be brought into the Club for a corkage fee. Otherwise, only food and beverage purchased from the Club may be consumed on the premises.
5. **Delivery.** Employees are not permitted to deliver food or liquor off-property.
6. **Private Parties.** Certain rooms in the Club are available for private parties. Arrangements must be made in advance through the Food & Beverage Director's office. Use of the Dining Room and/or banquet facilities for private parties shall be at the discretion of the Club and must have prior written approval from the Club Council. If a party includes an unusual number of people or if special menus or service is desired, the Food & Beverage Director's Office must be given adequate advance notice.

Members will not represent non-members in arranging for the use of any Club facilities for the purpose of providing non-members with any discounted rates reserved for members. The sponsoring

member must attend all member-sponsored functions. Private parties require special arrangement for parking, security and clean-up at the client's expense.

Members are responsible at all times for the actions of their guests or any organization that they have sponsored for use of Club facilities. Specifically, decoration plans for any occasion must be approved in advance by the Club Council; the use of nails or staples for decorations in any part of the Club is prohibited, and furniture may not be removed or the furniture location changed, without the approval of the Food & Beverage Director or the Club Council.

Members who injure or sponsor functions that result in damage to the property will be required to pay for the cost of repair or replacement thereof. All repair work resulting from injury to Club property shall be done by persons or firms selected and supervised by the Club Council.

7. **Receipts.** Members are responsible for keeping copies of their receipts; the Club will not provide additional copies to members.
8. **Reservations.** Reservations are required for most special functions and are encouraged for regular events. Reservations in the Dining Room will be held for twenty (20) minutes past their stated time and no guarantee of available space will be made past that time unless prior arrangements have been made with the Dining Room.
9. **Sales Tax.** Applicable federal and state sales taxes are added on food and beverages purchased at the Club.
10. **Service Charge.** The Club may assess a Service Charge in lieu of a gratuity for Club functions, private parties, holiday dinners and when a guest signs a check.
11. **Smoking.** Smoking is permitted only in designated areas and within an owners unit.

c. Social

1. **Entertainment.** No performance entertainers will be permitted at the Club Facilities without the permission of Club Council. Music

played and/or performed outside shall not play later than 10:30 p.m.

2. **Organized Activities.** No facilities of the Club may be used for any organized activity except for those conducted by the Club or those approved by the Club Council. The Club reserves the right to charge a fee for members and guests.

4.2 Recreational Facilities

The recreational facilities include three (3) outdoor pools, one (1) outdoor Jacuzzi, six (6) tennis courts, three (3) racquetball courts, two (2) paddle tennis courts, one (1) Ping Pong table and an all-purpose fitness center with locker room facilities. Each locker room has its own sauna, Jacuzzi and steam room. Owners may invite guests to join them in using the facilities. An Association guest fee is required for usage of the facilities by guests (with the exception of the pools) payable to the Association at the Fitness Center Front Desk. The current fee schedule is available at the Fitness Center Front Desk. Guests may not use the facilities if the owner is not present or if the owner has not given notice to the Fitness Center that he/she has guests that will be using the facilities. Each owner assumes all risk of personal injury or property damage that may result from using the facilities by the owner or the owner's family, guests, etc.

4.3 Tennis Courts

- a. Hours of use.
Courts 5 and 6: 7:00 a.m. to 10:00 p.m. daily
Courts 1, 2, 3 and 4: 8:00 a.m. to 10:00 p.m. daily
Courts 5 and 6 are locked between the hours of 10:00 pm and 7:00 am
Courts 1, 2, 3, and 4 are locked between the hours of 10:00 pm and 8:00 am
- b. Prime Time.
Weekdays: 9:00 a.m. to 11:00 a.m., 4:00 p.m. to 7:00 p.m.
Weekends/Holidays: 9:00 a.m. to 1:00 p.m.

Courts are reserved for adults (at least eighteen (18) years of age) during prime times. If there are available courts during prime times, juniors may play with the understanding that they can be bumped by adults. During prime times doubles play takes priority over singles play.

- c. Weekend Rules:
 1. Advance reservations are not accepted.

2. Court assignments are not given over the telephone. All players must check in ten (10) minutes before their scheduled hour of play to obtain their court assignment.
 3. Court time is limited to two (2) hours for doubles and one and one half (1½) hours for singles. Play may continue beyond the time limit, if there are not two (2) or more players waiting.
 4. Doubles games have priority over singles games.
 5. If you do not sign up as a foursome, the Tennis Director or tennis coordinator has the ability to arrange a game.
 6. The Tennis Director or tennis coordinator may use his/her discretion when matching players of a similar level.
- d. Weekday Rules:
1. Court reservations may be made up to one (1) day in advance starting at 8:00 a.m. by calling the Fitness Center Front Desk at extension 224, (or the Pro Shop at extension 223 on Fridays from 10:00 am to 2:00 pm) Reservations are scheduled on the hour and half-hour.
 2. Court time is limited to two (2) hours for doubles and tennis ladder matches and one and one half (1½) hours for singles. Play may continue beyond the time limit if no one is waiting.
 3. There is a ten (10) minute grace period for late arrivals. Thereafter, the court is relinquished to the first waiting arrival.
- e. General Rules
1. Proper tennis attire and regulation athletic soled shoes are required and must be worn at all times while on the tennis courts. Any owner not dressed in the proper attire will not be permitted on the tennis courts.
 2. Food, beverages (other than water), glassware, gum, radios and smoking are prohibited on the tennis courts.

3. All litter must be removed from the tennis courts and placed in the trash bins.
4. Excessive noise is not permitted.
5. **Ball Machine.** The tennis ball machine may be reserved for a maximum of one (1) hour at a time on court 4. If the court is still open, play may be longer. Reservations for the ball machine will not be taken during prime times. A player may not occupy a court alone when the courts are full. The tennis ball machine may not be used on Saturdays and Sundays between the hours of 9:00 a.m. to 1:00 p.m. unless the court is open and available and has not been scheduled for play.
6. **Cancellations.** Members must cancel lessons or clinics by 6:00 p.m. the day before or they will be charged the full price (unless the member finds another member who uses the time).
7. **Challenge Ladders.** The Club has tennis challenge ladders for Men's and Women's A, B and C level players. The ladders are located outside the Pro Shop. The purpose of the challenge ladders is to promote healthy competition among members and to help determine the seedings for the Club's singles tournaments. The rules for ladder matches are as follows:
 - i. It is the responsibility of the challenger (lower person on the ladder) to reserve the court and bring a can of new tennis balls for the match.
 - ii. The Club will allow reservations for ninety (90) minutes for a challenge match Monday through Friday (except from 4:00 to 7:00 p.m.) and on weekends prior to 8:00 a.m. and after 4:00 p.m. Reservations for challenge matches may be made up to three days in advance.
 - iii. All challenge matches are to be played using the no-ad scoring system with a 12-point tiebreaker. If the first two sets are split, a tiebreaker will be played out to determine the winner. If both players agree to a different format (e.g., normal scoring or 2 out of 3

sets), both participants must inform the Pro Shop before the match begins.

- iv. The member being challenged only has to accept one challenge per month from the same individual. A member must only accept two challenges per month. A challenge must be accepted within two weeks and a match scheduled within forty-eight (48) hours of the challenge being accepted. If the member being challenged has also made a challenge, he still has to accept two challenges.
 - v. It is the responsibility of both members to find a mutually agreeable time to play. If the challenger feels that the person being challenged is not willing to play at a reasonable time, the Tennis Director will be responsible for arbitrating a decision.
 - vi. When members want to join a ladder, they may challenge any position (except the top five) for their initial challenge. If the challenger loses the initial challenge, he/she will be placed at the bottom of the ladder. Except for the first challenge, members may only challenge five positions ahead of their current position.
 - vii. All challenges should be recorded at the Pro Shop the date they are made. If one member fails to show on time for the match, it is a forfeit. A grace period of fifteen (15) minutes will be strictly enforced. The winner of the challenge is responsible for reporting the score to the Pro Shop.
 - viii. Members who are inactive for six (6) months will be removed from the ladder.
8. **Children.** Children under eighteen (18) years of age must be accompanied by a responsible adult at all times, except when properly qualified in, and attending, a junior activity. The admittance of children to the court areas is strictly regulated to permit optimum enjoyment for adult and junior tennis play. Any children who demonstrate such a lack of maturity as to create

annoyance, hazard or interruption of play shall be asked to leave the court area. Adults bringing children to the court shall be held entirely responsible for the conduct of those children at all times.

9. **Court Time.** On weekdays and during non-prime time on weekends and holidays, singles play is for one and one half (1½) hours and doubles play is for two (2) hours. During prime time on weekends and holidays all court reservations are for one (1) hour. Play may continue beyond the time limit if there are not two (2) or more players waiting for that court. It is the waiting players' responsibility to inform those playing of their wait. At the end of their playing period, players must promptly relinquish their court to the next players. If a court is available, members may use it to warm up before their scheduled court time. That warm-up time does not count towards their court time. Leagues and clinics have priority over open court usage.
10. **Court Use.** Courts are for tennis only (i.e., no skateboards, roller blades, etc.) Hitting balls into the windscreens is not permitted.
11. **Dress Code.** Proper tennis attire must be worn at all times. Tops must completely cover the front and back. Non-black soled tennis shoes must be worn. Pants (other than warm-ups), cut-offs, Bermuda shorts, men's tank tops, jogging and gym shorts are not acceptable.
12. **Food and Beverages.** Food, alcoholic beverages, and glass containers are not permitted on the courts.
13. **Game Pairing.** Members are encouraged to put together their own games, or they may obtain assistance for the arrangement of games by calling the Pro Shop. Members who complain about arranged matches may not have that service available to them in the future. If a member cancels a game less than one (1) hour before the scheduled court time, the member must find his/her own replacement or he/she may not have the game pairing service available to him/her in the future.
14. **Guests.** In addition to the Guest Policy in the Bylaws, guests are not permitted on tennis courts before 1:00 p.m. on weekends and holidays.

15. **Instruction.** The Club's tennis professionals are the only people permitted to teach lessons at the Club. Taking a lesson from anyone other than the Club's professionals is a violation subject to suspension of tennis privileges.
16. **No-Shows.** Failure to check-in at least ten (10) minutes before scheduled court time will be considered a "no-show" and the court will be reassigned to the first player(s) on the waiting list.
17. **Reservations.** Court reservations may be made one day in advance (except league and challenge ladder matches). All court reservations must be made through the Pro Shop or Fitness Desk. Court reservations are on the hour or half-hour.

Only adult members may make court reservations. The name and membership number of the member making the court reservation and the names of all other players must be given at that time. The member making the court reservation will be recorded first. Members may not use the name of someone with whom there is no intention to play. Members may only have one court reservation at a time. This includes all players, not just the one making the court reservation.

It is the responsibility of the member making the court reservation to ensure that the court is used as scheduled for singles or doubles. No one playing on a reserved court may have his/her name on the waiting list.

Players may have only one reservation at a time. Any player on a reserved court may not have another court reservation. Players must complete court use before being assigned another court. Players are limited to one court reservation per day. Members who have not played on a particular day have priority over those who have already played. (With regards to matching players of a similar level of play, the Tennis Director may use his/her discretion.)

Players may not move to a different court without permission from the Pro Shop. If a court becomes available and the group waiting is not complete and ready to play, the group with second priority will take the court. The first group will then assume #1 priority. Walk-on courts are assigned on a first-come, first-served, next-available

court basis. The Club reserves the right to assign Court #1 for exhibition play at any time.

4.4 Racquetball Courts, Paddle Tennis Courts, and Ping Pong Table

- a. Hours of use are between 8:00 a.m. and 10:00 p.m. daily.
- b. Usage of the facilities is on a first-come, first-served basis. Time is limited to one (1) hour of play when there are other members waiting.
- c. Equipment is available for checkout at the Fitness Center Front Desk by members with an "active" membership card. The card will remain at the Fitness Center Front Desk until the equipment is returned. If a member or guest fails to return the equipment or damages the equipment, the member will be assessed a fee for the replacement of the lost/damaged equipment.
- d. Each type of court/table may be used for that specific play only.
- e. General Rules
 1. Goggles are required on the racquetball courts at all times.
 2. Shoes that mark the courts are not permitted on the racquetball courts at any time.
 3. Tennis may not be played on the racquetball courts.

4.5 Pools, Jacuzzis and Spas Rules

- a. General Information and Rules for all Pools, Jacuzzis and Spas (hereinafter sometimes collectively referred to as "pool facilities")
 1. **Pool Hours.**

West Pool	5:30 a.m. to 10:00 p.m.
Oval Pool	6:00 a.m. to 10:00 p.m.
East Pool (Lap)	6:00 a.m. to 10:00 p.m.
 2. **Supervision Responsibility.** Lifeguards are not on duty at any of the pool facilities. The role of supervisor belongs to the parents or guardian. Children under the age of fourteen (14) must be accompanied by an adult whenever using the overall pool facilities.

Adults providing supervision to children fourteen (14) or younger, must, themselves, be over the age of eighteen (18).

3. **Guests.** Guests must be accompanied by a member at all times (proof of membership is required).
4. **Conduct.** Running on the pool decks, pushing or throwing others into the pool, snapping towels, excessive splashing, excessive noise and similar practices are prohibited. The Association may, at any time, expel those persons who, in its' opinion, demonstrate a lack of good pool discipline, and/or who create an annoyance or hazard to others. Shouting and profane language is not permitted.
5. **Glass/Sound Equipment/Flotation Devices.**
 - i. Glass (i.e., bottles and drinking glasses) is not permitted in any pool facility.
 - ii. Sound equipment (i.e., portable radios, tape players, CD players, ipods) may only be used with earphones and not audibly or disturbing to others.
 - iii. Flotation devices are not permitted except as indicated in the individual pool rules below.
 - iv. Small toys (i.e., balls, water guns, rings, etc.) are only permitted in the Oval pool. Rafts, inflatable mattresses, inner tubes and boogie boards are not permitted in any of the pools.
 - v. Scuba diving equipment is not permitted in any of the pools, unless it is part of a Club sponsored class.
6. **Swimming Aids.** Swim aids such as "noodles," swim sleeves, life vests, small boards, and safety rings, are allowed.
7. **Swimming Lessons.** The Association's training professionals are the only people permitted to teach swimming lessons at the Property. Taking lessons from anyone other than an Association approved professional is a violation of the Rules. Violation of this Rule may subject owner to the suspension of Association privileges and/or a fine, after notice and hearing.

8. **Dress Code.** Swimsuits are required in all pool facilities. Nudity, including but not limited to sexual misconduct or improper attire (including, but not limited to, cut-offs and Bermuda shorts) is not permitted. Bathers must dry off and wear cover-ups or clothing when leaving the pool or spa areas. Children wearing diapers are not permitted in the pools.
9. **Unhealthy Conditions.** Users of the pool and/or spa must not compromise the cleanliness of the water or subject other users to unhealthy conditions. Showering is required before using the pool/spa facilities. Persons not capable of controlling their bodily functions are prohibited from the use of the pool. Anyone with communicable infections is prohibited from using the facilities.
10. **Pets.** Pets are not permitted in any of the pool areas or recreation deck areas, except a Service Animal by a person with a disability.
11. **Pool Closure.** Pools may be closed for a limited time for special events or aerobic classes to non-participating owners and guests. Please check with the Fitness Center Front Desk for a current schedule of classes.
12. **Liability.** Use of the pool facilities at any time is at the user's own risk and responsibility. Therefore, owners are strongly encouraged never to be alone in the pool and/or spa areas. There are no lifeguards on duty. Children must be supervised by a responsible adult at ALL times.
13. **Damage to the Association Property.** Damage to any common or shared area property will be the responsibility of the owner/member who caused the damage. Owners/members are responsible for any damage caused by their guests.
14. **Limit on Number of Guests.** No more than four (4) guests per unit are permitted at the pool facilities at any one time without management approval, unless previous arrangement has been made with the club.
15. **Smoking at Pools.** Smoking is only permitted in the designated smoking area at the West pool.

16. **Parties.** Pool parties are prohibited without prior approval from the Club Council. Authorized private parties may cause the closure of one of the pools for private use. Amplified music and/or microphones are not permitted except for occasional Club-approved events. Glass containers are not permitted in the pool facilities.
 17. **Association Furniture.** Pool/spa furniture may not be removed from the pool areas.
 18. **Trash.** All personal articles and trash must be removed from the pool/spa areas upon departure.
 19. **Club Towels.** Club towels must be returned to the Fitness Center Front Desk when owner/member is finished using the pool facilities. Membership card must be left at fitness desk for borrowed towels. Upon return of all borrowed towels card will be returned. The cost of missing towels will be the responsibility of the owner/member.
 20. **Bicycles and Tricycles.** Bicycles and Tricycles are not permitted on the pool decks.
 21. **Safety.** People are strongly encouraged not to swim alone.
- b. East Tower Pool Rules
1. **Lap Swimming Priority.** Lap swimmers take priority over general use of pool. All lanes being used by lap swimmers must be kept clear. Lap swimmers must not exceed 60 minutes if others are waiting to use pool. Where there are more lap swimmers than there are lanes, members should share lanes.
 2. **Lane Markers.** Do not play on, tug on, sit on, or otherwise misuse the lane markers.
 3. **Children.** Children under the age of fourteen (14) that are accompanied by an adult may use the lap pool to swim laps.

- c. **Oval Pool Rules.**
 - 1. **Toys and Flotation Devices.** Small toys such as balls, water guns or rings are permitted if there are less than twelve (12) people in the pool. However, at no time shall small toys be used in a manner that causes a disturbance to other members.
 - 2. **Children Must Be Supervised.** All children must be supervised at all times by an adult 18 years of age or older.

4.6 **Fitness Center and Locker Rooms**

A variety of personal fitness training services are offered at the Property. Unauthorized outside trainers are not permitted to train clients at the Fitness Center. Owners/Members receiving unauthorized personal fitness training may have their Association privileges suspended. Unauthorized people providing training for compensation will be asked to leave the Property. An alphabetized list of personal trainers is available at the Fitness Center Front Desk (extension 224). Please consult the list for details regarding appointments, types of services, payment options, etc.

A variety of massage services are offered at the Property through outside services. Please consult the service for details regarding types of massages, payment options and any other questions you may have. Call the Fitness Center Front Desk (extension 224) or the Beauty Salon for appointment times.

The Fitness Center may not be used as a walk-through for shortcuts.

- a. **Check-In/Check-Out.** All owners and guests must check in at the Fitness Center Front Desk. Owners/Members are required to present their membership cards before using the fitness facilities. Upon leaving the facilities, owners/members may pick up their membership cards. Guests must sign the "Guest Agreement Form" and pay the designated guest fee before using the facilities. All guests must be accompanied by an owner/member and will be required to present photo ID prior to obtaining entrance to the Fitness Center. Guests are to return all towels and ID will be returned upon leaving the facilities.
- b. **Attire.** Proper athletic clothing (shirt and pants/shorts) and shoes must be worn in the Fitness Center exercise areas (except in Yoga and Pilates classes). Halter-tops, tube-tops and swimsuits are not acceptable attire. Owners/members and guests not in the proper attire will be asked to leave the facility.

- c. **Cellular Phones.** Cellular phones are not permitted in the Fitness Center or locker room facilities. Cellular phones may be used outside the Fitness Center doors only.
- d. **Towels.** A maximum of three (3) towels are provided to owners/members and guests for use at the Fitness Center and pool facilities. Towels are only supplied to those owners/members leaving membership cards at the Fitness Center Front Desk. Owners/members must return all towels to the front desk in exchange for their membership card. If towels are not returned, a fee will be assessed to the owner's/member's account for the replacement of the lost towel(s).
- e. **Food and Beverages.** No food or beverages (except water and sports drinks) are allowed inside the Fitness Center and locker room facilities, including coffee and/or tea. Food and beverage consumption is allowed only at the City Café, which is adjacent to the Fitness Center. Water supplied by the Club is for consumption in the Fitness Center and locker rooms only and not to be used to refill personal supplies (including, personal water bottles, thermal jugs, etc.). No glass containers are allowed.
- f. **Children Under the Age of 18.** Children under the age of eighteen (18) are not permitted to use the weight room, fitness equipment, sauna, steam room and Jacuzzis; however, other areas of the fitness center can be used during an organized, sanctioned program of The Marina City Club.
- g. **Health.** If you have any health concerns, please consult your doctor prior to using the Fitness Center. A physical examination and/or treadmill stress test is encouraged before participating in strenuous activities and may be required depending on a health risk assessment. Signs regarding the proper use of the Jacuzzis, steam rooms and saunas are posted for your convenience. No pressurized (shaving) cans are permitted in steam rooms or saunas.
- h. **Smoking.** Smoking is not permitted in the Fitness Center or locker room facilities.
- i. **Animals.** Animals are not allowed in the Fitness Center or locker room facilities, except Service Animals by a person with a disability.

j. **Locker Rooms and Lockers.** Locker room facilities are shared with fellow owners/members. Therefore, personal belongings may not be left lying around. Additionally, each owner/member must dispose of his/her trash properly.

1. Temporary day lockers are provided by the Association at no charge. Keys for day lockers are issued by the Fitness Center staff upon presentation of the owner's/member's membership card at check-in. Owners/members will not be permitted admittance into the facility or be provided with a locker without presenting his/her membership card. Owners/members and guests may use the lockers solely on a temporary basis. Valuables are stored at the risk of the owner/member/guest. The Association is not responsible for any loss of personal property on the premises, including items left in lockers. If a day locker key is lost or stolen while checked out, a fee will be assessed to the owner's/member's account for the replacement of the lock.
2. Private storage lockers are available for a monthly rental fee. Information regarding locker rental can be obtained from the Fitness Center Front Desk. All lockers are the property of the Association. The Association reserves the right to clean and/or inspect them without notice. Owners/members are not permitted to store food, liquor or flammable materials in the lockers. Failure to pay the monthly locker fee will result in the suspension of the owner's/member's membership privileges. A \$20.00 key deposit is required to rent lockers.

k. **Use of Equipment.**

1. The Association provides a variety of small equipment for owner/member use and convenience (i.e. stability balls, dumbbells, bands, machine attachments, magazine racks, mats, etc.). Equipment must be returned to its proper location after use. Owner/Member will be liable for any damage or injury caused to any individual or personal property by his/her failure to return the equipment to its proper location.
2. The use of equipment is at your own risk. The Association is not responsible for any personal injury that may be sustained while using the equipment. Owners/members/guests needing assistance

with or instruction on the use of any exercise equipment should ask the Fitness Center staff prior to attempting such use.

3. During peak time hours, use of the cardiovascular equipment is limited to thirty (30) minutes.
 4. The outside door to the free weight room must never be propped open. If you need assistance with temperature control, please ask a staff person to adjust the A/C units.
- l. **Aerobic Classes.** Aerobic classes are available. When participating in these classes, please follow the teacher as best you can. Doing your own routine in class is distracting to other owners/members and is unsafe. If owner/member does not follow the teacher's instruction, he/she may be asked to leave the classroom.
 - m. **Personal Fitness Training.** A variety of personal fitness training services are offered at the Club through an outside service. Please consult them for details regarding appointments, types of services, payment options, etc. Outside trainers are not permitted to train clients at the Club. Members receiving unauthorized personal fitness training may have their Club privileges suspended, and unauthorized people providing training for compensation will be asked to leave the Club and their future Club privileges will be suspended.
 - n. People are strongly encouraged to spend no more than ten (10) to fifteen (15) minutes in the whirlpool spa, steam room or sauna, and should not use more than one of those facilities consecutively without a period of at least ten (10) minutes in a cooler environment.

5. MAINTENANCE

5.1 Responsibility for Maintenance of Units

Except as otherwise expressly provided in the Master Condominium Sublease, each owner shall maintain, repair, replace and restore or cause to be so maintained, repaired, replaced and restored, at his own cost and expense, such owner's unit, including, without limitation, the windows, cabinets, exposed plumbing, built-in appliances, water heating units, and wall and floor coverings located within such owner's unit, and the interior surfaces of the walls, ceilings, floors, doors and permanent fixtures therein. Subject to the terms, conditions, provisions and restrictions set forth in the Master Condominium Sublease, each

owner shall, in connection with the above, have the right to install decorations within his unit. Owners are also responsible for their plumbing fixtures and their connections located within the interior surfaces of their units, and the air conditioning and heating components which exclusively serve their unit. In addition to the above, each owner is responsible for the maintenance obligations provided for in the CC&Rs sections 4.4.2 and 4.4.3.

5.2 Liability

Each owner is responsible for any damage he/she may cause to the common area or to another owner's property or unit.

5.3 Mold Policy

Mold occurs naturally in the environment and plays an important role in recycling organic waste. Unfortunately, in high enough concentrations mold can impact health through the release of toxins and/or allergic reactions to spores. As a precaution against mold growth in your unit, you should take the following precautions:

Ventilation – Keep all rooms well ventilated and humidity levels below 60 percent. If you plan to be out of town for any period of time, please make sure your unit is ventilated and that someone periodically checks your unit to make sure there are no water leaks or flooding of any kind that might lead to mold growth.

Inspect for Leaks - Inspect on a regular basis, all possible sources of water intrusion in your unit including toilets, faucets, sinks, tub/showers, refrigerators, dishwashers, windows, sliding glass doors, water valves, etc.

Tubs and Showers – Because of the high humidity, mold may sometimes grow on your tub/shower walls, especially along seams. Wipe down shower walls whenever you use your shower. Remove shower mold by cleaning the area with a disinfectant. If you find that the caulking or sealant in or around your tub/shower has pulled away from the seam, it must be resealed. Failure to keep your tub/shower properly sealed could result in mold growth in adjacent walls and under the floor. If this were to happen, you would be responsible for any resulting damage and costs of clean-up.

Water Leaks in Unit – Whenever a leak occurs in your unit, you should immediately repair the leak and completely dry the area within twenty-four (24) to forty-eight (48) hours. Failure to do so could result in mold growth for which you will be responsible.

Water Leaks in the Walls – If a leak is coming in from inside your walls or ceiling, you should immediately notify the Association and/or Building Management. The Building Management cannot fix the leak if it does not know about it. The wall or ceiling will need to be opened, the leak identified and repaired, and the area dried out. If mold is found, it will be removed. **Failure to immediately notify the Association/Management of water leaks will prevent timely repairs.** As a result, you could be held liable for any subsequent damage from mold, wood rot, etc. that might result from your failure to notify the Association/Management of the damage. These expenses could be assessed against you. Accordingly, it is very important that you **immediately** notify the Association/Management of any water leaks in the wall, ceilings, or floors of your unit.

5.4 Scheduling Repairs

Repairs or replacements that will require the padding of the freight elevator or the assistance of the Building's personnel should be scheduled with the Management Office at least 24 hours in advance. Work requiring the controlled turning on/off of plumbing and/or other utilities must be scheduled for weekdays only, and requires a minimum of 72 hours prior notice. There is a fee associated with this service. Please check with Management Office regarding this charge.

5.5 Emergency

No workers will be allowed into the Property between 5:00 p.m. and 8:00 a.m., unless an emergency situation arises. (See Section 7.11 for additional instructions.)

5.6 Electrical Fixtures

It is the owner's responsibility to maintain the electrical fixtures within his/her unit, including the switches, outlets, light fixtures and breakers.

5.7 Smoke Detectors

The smoke detectors in each unit are required by law and should never be disconnected. Maintenance of the smoke detectors is the responsibility of the owner. It is recommended that smoke detectors be tested and batteries changed at least twice a year.

5.8 Plumbing

Upon the discovery of a leak or flood in the unit, owner must immediately call the Management Office or Property Services Office to shut off the water in the

unit and minimize the damage. Owner may be responsible for damage to common areas and/or neighboring units. Owners are required to have their hot water heaters inspected on an annual basis in order to check for potential leaks or problems. Management will assist with this process by inspecting all hot water heaters annually. Owners should familiarize themselves with how to shut off their hot water heater in case of an emergency.

5.9 Washing Machines

Washing Machines and Dryers are prohibited in all units except the Penthouse units. The Property's plumbing and HVAC systems were not designed to handle individual unit washers/dryers. Units that violate this rule will be required to remove this equipment at their own expense. Units that cause plumbing problems due to this violation will be responsible for payment of all repairs and damages, and may be fined after notice and hearing.

6. TRAFFIC AND PARKING

6.1 Resident Parking Spaces

All owners must park in their assigned spaces only. Permanently or regularly garaged vehicles must display an official MCC parking decal. Upon moving from the MCC, parking decals must be surrendered to the Management.

6.2 Visitors and Guest Passes

All guests must have the approval of the owner they are visiting before such guest will be admitted to the Property. Guests must use the visitor entry gate and check in with the officer, even if they are on foot or a bicycle. Guests will be provided with a parking pass. Owners may not allow guests to follow them through the resident gate. When a guest is at the gate, the Property Service officer will call the owner for approval to admit the guest. If the Property Service officer cannot reach the owner, and no prior approval has been left for admission of the guest, the guest will not be admitted. Owner may obtain extended term passes from the Management Office for housekeepers, caregivers and/or owner's guests. Owners must provide property services with a guest list if they are expecting more than 5 guests. Guest parking spaces are located in the Center Tower South and may only be used by an owner's guests and club guests while visiting the Property. Please note that guest spaces are clearly marked in the Center Tower South. Each guest vehicle must have a guest-parking pass. Guests may not occupy a guest parking spot for a period longer than indicated on the guest pass or on the guest parking space. Vehicles parked in guest spaces without guest decals or parking passes are deemed "unidentified" vehicles and

may be towed in accordance with relevant Los Angeles County ordinances. An owner may assign one or more of his/her assigned parking spots to a guest.

6.3 **Parking**

The Association shall have no liability for any loss or damage to any vehicle on the property. Parking on the Property is at owners and owner's guest's own risk. Improperly parked vehicles are subject to towing at Owner's expense pursuant to California Vehicle Code section 22658. Vehicle owners should report any theft or vandalism to their own automobile insurance carrier and to the Property Service Office.

- a. **Owner Parking.** Each unit is assigned one, two or three spaces. Additional vehicles must be stored off-site. Owners may not park their vehicles in the guest or visitor parking spaces or handicap spaces. Owners may arrange to rent unused parking spaces from other owners or the Property. The Resident Services office maintains a list of available parking spaces.
- b. **Guest Parking.** Guest parking is for guests only. There is a 12 hour time limit on guest parking. If an owner has a guest staying longer than 12 hours, the owner should contact the Management Office and obtain an extended term parking pass.
- c. **Unidentified Vehicles.** Vehicles parked in guest spaces without an Association issued decal or a parking pass are "unidentified" vehicles and will be subject to towing under the relevant Los Angeles County ordinances.
- d. **Valet Parking/Parties.** If an owner is planning a function, which requires more than eleven (11) guest parking spaces, the owner must provide the Property Service Office with a guest list and arrange with the Management Office for a valet parking service (to be paid for by the owner). The valet parking service, which must be properly bonded and insured, must provide the Management Office with evidence of such insurance. Property Service personnel are not permitted to work as valets.
- e. **Loading Zones.** Twenty (20) minute parking is permitted in designated spaces adjacent to the lobby for loading and unloading by owners only.
- f. **Storage.** Loose items and personal property may not be stored in the garage area. The garage area is for moving vehicles only. Abandoned

and inoperable vehicles may be cited and towed. The storage of combustible materials in garage areas is prohibited.

6.4 No Parking Areas

Parking is prohibited at all times in the following areas:

- a. Where posted.
- b. In traffic lanes.
- c. In front of any garage entry.
- d. In another owner's space (unless permission is given by the other owner).
- e. In the area outside of the entrance to the Property.
- f. On the street outside the Property, unless otherwise posted.

6.5 Traffic Rules

Owners, guests and all others driving throughout the Property may not drive faster than 10 mph at all times. Owners, guests and all others must have their headlights on while driving in all enclosed parking structures.

6.6 Vehicle Types

- a. As used in this section, "conventional passenger vehicles" shall be defined to be SUV's, station wagons, sedans, pick-up trucks, pick-up trucks with shell not extending above the cab level beyond one (1) foot, passenger vans and passenger vans with extended tops not extending above the top by more than six (6) inches.
- b. As used in this section, "commercial vehicle" shall be defined as a truck or any other vehicle with greater than three quarter (3/4) ton capacity.
- c. Only conventional passenger vehicles are permitted to park in guest parking areas of the Property, with the following exceptions: (1) temporary parking of commercial vehicles which are used to provide services to the Property or Owners shall be permitted for a limited time between the hours of 8:00 a.m. to 5:00 p.m., and (2) temporary parking of recreational vehicles shall be permitted for a limited time, not to exceed 2 hours in any 24-hour period for loading and unloading purposes only.
- d. Drivers must observe the height restrictions posted at each garage entrance.

- e. Volume on audio equipment in vehicles must not be audible outside of your vehicle.
- f. Boats, campers, trailers, motor homes (RV's), and limousines may not be parked or stored in garage parking areas.

6.7 Other Vehicular Restrictions

- a. Cars may not be washed, detailed or serviced on the Property except by an authorized vendor of the Property. The car wash is located on the east side of the Center Tower parking area.
- b. No mechanical work, including equipment installation, shall be performed on vehicles on the Property. This includes installation of cellular phones or stereos.
- c. No vehicle shall be parked in such a manner as to impede or prevent ready access to another owner's parking space or to the driveways.

7. Property Services Office

The Property Services office is opened 24 hours a day and a guard is posted at the main gate and is manned 24 hours a day.

7.1 Reporting Unsafe Conditions

Owners observing any unsafe conditions on the street or within the Property should notify the Management Office or Property Services Office immediately.

7.2 Property Service Personnel

Owners must not ask on-duty Property Services personnel to perform personal services for any owner or guest.

7.3 Enforcement

Property Services personnel are authorized and required to enforce all applicable rules governing the Property and report infractions of the rules to the Management Office.

7.4 Resident Information Sheet

Each owner must complete a Resident Information Sheet to be filed with the Management Office. The Resident Information Sheet may be found attached to

these Rules as Form "B". Such information sheets should be updated regularly. It is essential that the Management Office has important information regarding your unit (i.e. cars, residents, pets, housekeepers, etc.) in the event of an emergency.

7.5 Resident's Keys

Property Services personnel are not permitted to deliver owner's key to owners' guests or contractors.

7.6 Gate Access

- a. All visitors to the property will be checked against the access list or called-in each time they leave and re-enter the Property. Visitors will not be granted access until approval from the owner has been secured (NO EXCEPTIONS!).
- b. All maids, workers, and delivery personnel must enter through the main gate so they can be checked in by the guard.
- c. Maids and outside contracted workers will be given a service sticker to be worn at all times while at the Property.
- d. All construction contractors must sign in at Property Services Office when entering the Property. Contractors who violate the rules of the MCC may be barred from entering the premises and doing work on the property.
- e. All moving companies must sign in at Property Services Office when entering the Property.
- f. When calling in a notification of a pending visitor, owners should call the Property Services Office at (310) 822-0611, ext. 208 and not the main gate.

7.7 Burglar Alarm Systems & Car Alarms

The installation, care and maintenance of special security alarm systems are the responsibility of each owner. If the system is not working properly, or if the owner is not sure of how the system operates, the owner should contact his/her alarm company for instructions. Owners may be subject to a fine of \$25.00 for more than 3 false alarms within a 30 day period. These alarms will be deemed excessive and/or malfunctioning and a disturbance to residents.

7.8 Fire Department or Paramedics

For emergency medical help or to report a fire, owners should first dial 9-1-1 and then call the Property Services Office to let them know the Fire Department is responding. This will enable the Property Services officers to be ready for their arrival by opening the gates and directing emergency personnel to the owner's unit. By calling Property Services, valuable time will be saved in the event of an emergency.

7.9 Maintenance Emergencies

If you have an emergency maintenance problem after 5 p.m. (i.e. a plumbing leak, etc.), notify the Property Services Office at (310) 822-0611, ext. 208, immediately. They will notify the appropriate service and take whatever other steps are required, such as turning off the main water supply in the case of a water leak. Thereafter, you should contact your personal contractor to perform the repairs. If Property Services is unable to perform, immediately call 9-1-1 for assistance.

7.10 Identification of Contractors

All contractors must be identifiable at all times, in order to make certain that only authorized persons are permitted on the property.

- a. All contractors must be registered with the Management Office in advance of beginning their work (see also section 9 of these Rules). Contractors must provide the Management Office with a copy of the required building permit and/or plans, and certificates of insurance, if applicable.
- b. All contractor personnel must either wear work uniforms, T-shirts, jackets, or stickers, etc. that identify their company. The Property Services Office will provide stickers, if necessary.
- c. All contractor personnel must check in with the Property Services Office at the gate and obtain a guest pass before entering the property. Contractor's personnel will not be allowed onto the property unless previously registered with the Management Office and a description of the work provided.

7.11 Brokers

Brokers (or their associated broker) engaged by a unit owner to sell and/or lease the unit may not show any unit at the Property without prior notice to the Management Office or Property Services Office and obtaining appropriate guest

passes. Broker "open houses" may only occur with prior approval from the Management Office and only on Tuesdays between 11:00 a.m. and 2:00 p.m. All Brokers/Agents must adhere to the same rules and regulations as guests.

7.12 Video Cameras

Video cameras are installed at various locations on the property.

8. RESTRICTIONS

The following restrictions are only a summary and are derived from the provisions and terms found in the Association's CC&Rs. The CC&Rs and the other Governing Documents apply to all owners, guests, tenants and anyone residing in or visiting the Property. Any violation of the Governing Documents may subject to a fine imposed on the unit owner, after notice and hearing, or other legal action if necessary. The restrictions were intended to preserve harmony between neighbors, promote safety and well being, and to preserve property values. The Association is obligated to enforce the Governing Documents and asks for owners' cooperation in complying with the restrictions.

8.1 Roofs

No one is permitted on the roof at any time without prior approval from the Management Office.

8.2 Play Areas

Each owner is responsible for the behavior of anyone residing in, or visiting their unit. The association does not assume responsibility or liability for any damages or injury in the "play areas". No one is permitted to play in any part of the common area or shared area, unless specifically provided for, including, but not limited to:

- Halls
- Corridors
- Lobbies
- Elevators
- Garage gates
- Plaza Areas
- Landings
- Driveways
- Ramps
- Parking areas

Planted areas
Storage areas
Roofs
Streets
Stairways
Trees

A designated play area is located by the East Tower next to the Monterey Room. This area is to be used only between the hours of 9:00 a.m. to 6:00 p.m. daily. ALL children must be accompanied and supervised by an adult. This area is designated for toddlers and young school children up to the age of 8 years only. Guardians must make sure that their children's noise level does not disturb residents in the area.

8.3 Signs/Posters/Soliciting

No owner, tenant or other occupant of the premises, or agent of the owners, shall post any advertisement, signs, flags, banners or posters of any kind for commercial purposes. Display of any non-commercial flag shall be subject to California Civil Code section 1353.6. This restriction shall include the right of Declarant to display or have displayed signs, posters, banners, flags and similar items advertising the sale or lease of the Premises or Units therein. Display of an American or California flag shall be subject to the California Civil Code section 1353.5, Government Code section 434.5, and 4 U.S.C.A. section 5 of the Federal Code. The Association shall have the right to remove an item displayed in violation of this Section 8.3 and to assess the responsible Owner for all costs and expenses incurred in such removal.

The hand distribution or posting of flyers or mailings for commercial solicitations to the Members of the Homeowners Association for non-HOA related matters is strictly prohibited. The Member mailing list is considered privileged information and is protected by privacy legislation.

8.4 Nuisance and Noise

Owners may not do anything that will cause unreasonable embarrassment, disturbance or annoyance to other owners. No disturbing noises are permitted at any time before 8:00 a.m. or after 5:00 p.m. Singing, playing musical instruments, loud playing of television, radio or other audio equipment is not permitted at any time if it causes a disturbance to other owners. No unit or other part of the Property shall be used by an owner in such manner as to disturb or interfere with the quiet enjoyment of other owners or to annoy them by

unreasonable noises or otherwise; and no nuisance, illegal, hazardous or noxious activity, waste or litter shall be committed or permitted to occur by an owner within the Property.

No rubbish or debris of any kind shall be placed or permitted to accumulate by an owner anywhere on the Property and no owner shall permit an odor to arise there from so as to render the Association property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its owners. No owner shall permit any activity to exist or operate upon or in any portion of the Association property so as to be offensive, hazardous or detrimental to any other property in the vicinity thereof or to its owners, and the Board shall have the right to determine if any noise, odor or activity producing same constitutes a nuisance.

Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), or items which may unreasonably interfere with television or radio reception of any owner shall be located, used or placed on any portion of the Association property by an owner without the prior written approval of the Association. All storage shall be enclosed within the units, so as not to be visible to other owners.

8.5 Laundry

No laundry, clothing, swimsuits, towels, linens, drapes, rugs, mops, or furnishings of any type may be hung from any balcony, railing, exterior wall, window, exterior door, patio, or porch of any unit or the common area.

8.6 Laundry Rooms

- a. The laundry rooms shall not be used between the hours of 11:00 p.m. and 6:00 a.m. daily.
- b. The laundry rooms shall not be used for personal storage of laundry soap and supplies. The shelves and benches are provided for daily use only.
- c. The lint filters must be cleaned after each dryer load.
- d. Dyeing or tinting fabrics or clothing is not permitted in the laundry room or facilities.

- e. Owners may not attempt to wash heavily soiled or chemically exposed items in the Property's machines.
- f. The laundry room must be left clean after each use. All laundry must be removed from the machines.
- g. Trash cans in the laundry rooms may not be used for disposal of household trash.
- h. Do not wash rugs, foam items or pet bedding in washers or dryers. Do not overload the machines.
- i. No exterior clothesline shall be erected or maintained in or on any part of the building and there shall be no outside laundering or drying of clothes on the balcony, window or other exterior part of the building.

8.7 Antennas/Satellite Dishes

No television, radio, or other antennae shall be placed anywhere on the property without the written consent of the Board, with the exception of the owners balcony. Any placement of satellite dishes may not obstruct or disturb the view of any owner/resident or interfere with the exterior window washing equipment. No owner, resident or lessee shall install wiring on the exterior of any building or wiring which protrudes through the walls of the roof of any building for electrical or telephone installations, television antennae, air conditioning units or any other machines or equipment.

Each Tower has been equipped with a master satellite dish. Owners are encouraged to hook up to the master dish system in lieu of installing individual satellite dishes. Please contact the Resident Services offices more details.

8.8 Garage Sales

Garage sales, yard sales, estate sales, auctions, personal property sales or automobiles sales etc. are not permitted at the Property.

8.9 Treadmills/Exercise Equipment In Owner Units

All heavy mechanical or moving exercise equipment must not create a disturbance to other residents. Rubber pads must be used to prevent excess vibrations. Please use common courtesy and limit hours of use so as not to create

a nuisance. The Board will require the removal of exercise equipment, which disturbs other residents.

8.10 Balconies/Patios

Balconies and patios may not be used to store personal property other than maintained plants and outdoor furniture. Balconies may not be hosed down; they should be mopped or swept. No attachments are permitted on the floors and railings. All plant containers must be raised on trays to collect excess water under such pots or containers. No clothing, towels, bathing suits etc. shall be hung over balcony railings. No signs shall be displayed to public view on patios or balconies. Balconies are not to be used for storage. The storage or use of barbecues of any variety is not permitted on balconies. Do not throw cigarette butts or trash from the balconies.

8.11 Roller Skating, Roller Blading, Skateboarding and Scooters

Roller skates, roller blades, skateboards and scooters may not be ridden or used anywhere in or on the property.

8.12 Unit Front Doors

For everyone's safety and to keep cooking odors out of the walkways, front doors may not be left open for any extended period of time. All front doors must remain uniform and match all other doors in the towers according to Section 9.14 below.

8.13 Appliance Usage

Vacuum cleaners or other household cleaning appliances may only be used between 8:00 a.m. and 9:00 p.m.

8.14 Walkways

The walkways in front of unit front doors are fire and emergency exits. All doors must be free of obstructions of all types. Plants and/or decorative items may not interfere or obstruct exits or doorways, or be attached to the building structure.

9. ARCHITECTURAL GUIDELINES

In order to establish and preserve a harmonious design for the Property and protect, ensure and enhance the value of the property, ensure compliance with the CC&Rs and provide each homeowner with a method of making changes and improvements, the

Board has adopted the following Architectural Standards and Procedures (“Architectural Guidelines”):

Since all of the common areas (buildings, grounds, etc.) are controlled by the Association or Essex, unit owners may not make any improvements on or in the shared common area without prior Management approval. Carefully review the MCC Governing Documents and call the Management Office if you have any questions regarding obtaining architectural approval. Owners in violation of the Architectural Guidelines may be subject to fines, delays, damage, attorney fees, and the barring of workers from entry onto the Property and/or court orders regarding the return of items to their original condition.

Except as otherwise expressly provided in the Master Condominium Sublease, no building, wall, fence, obstruction, balcony, screen, patio, door, patio cover, tent, awning, improvement or structure of any kind shall be commenced, erected, painted or maintained upon the Unit or on the Premises. No alterations or improvements of any kind shall be made thereto (hereinafter collectively referred to as "Alterations"); provided, that owners shall be entitled to make Alterations to his/her unit and the Association shall be entitled to make Alterations to the common area so long as such Alterations are not structural or utility bearing, are not visible from the exterior of the affected unit or common area if the drapes or shades are drawn, does not involve the piercing, altering, removal or repair of any exterior elements or portion of any wall, floor or ceiling separating units or other rooms on the property, and does not affect any common equipment used by any other unit or other room or building on the property.

9.1 Submittal

Owners must submit a description of the work ("Proposed Work"), including plans, if applicable, in writing to the Management Office for all improvements or alterations to a unit if the alterations are structural, utility bearing, impact sound attenuation, are visible from the exterior of the unit or common area, involve the piercing, altering or repair of the exterior of, or removal of any exterior portion of any wall, floor or ceiling separating units or other rooms on the property and/or affects any common equipment, including plumbing and HVAC, used by any other unit or other room/building at the property (the "Plans"). All plans and specifications must be submitted to the Management Office for review and approval prior to the commencement of any work. The cost of this review and approval is the responsibility of the Owner. The plans must be submitted at least forty-five (45) days in advance of the work to be done, and failure by the Association or Management to approve, deny or otherwise act on such plans or specifications within forty-five (45) days after receipt shall be deemed a denial of

the Proposed Work. The Association and Management do not offer technical advice.

9.2 Approval

Plans must be reviewed and approved by the Management or person or persons appointed by them before work can begin, and decisions shall be put in writing to the Owner, with explanation for any denial of the Proposed Work, and the procedure for reconsideration of the denial. Any unapproved work shall either be eliminated from the project or revised and resubmitted for approval.

Approval must be in writing. Plans will be kept permanently on file in the Management Office. Any construction begun before Plans are approved will subject owners to fines and/or an injunction action by the Association to stop the work.

9.3 Written Consent and Acceptance by Owner and Contractor

Upon approval by the Management of the Proposed Work, The Owner, Management, and Contractor shall sign a "Remodeling/Renovation/Improvement/Modification Agreement" (to be obtained from the Management Office at the time the work is submitted for review), which will provide among other things that:

- a. The owner has read the Rules and advised his/her contractor of the same.
- b. The owner is responsible for his/her contractor's activities and compliance with the Rules and Regulations.
- c. The owner shall pay the appropriate submittal fees and shall deposit up to \$5,000.00 pursuant to the deposit schedule in the Renovation Agreement with the Association before the work commences, which will be refunded to the owner at the conclusion of the work, provided there were no violations of these Architectural Guidelines and no damage incurred to the common areas or Association property by or through the construction.
- d. The Owner's contractor is properly licensed and insured for the Proposed Work, and will be registered with the Management Office as required in Section 7.10.

9.4 Appeals

If Plans are not approved by the Management, they can be resubmitted with the necessary changes for reconsideration, or the denial can be appealed to the Board of Directors.

9.5 Liability

Any damage caused by approved and/or unapproved Alterations or improvements to the common area and/or a unit are the owner's responsibility. If the damage is not repaired in 30 days, the Association may make the repairs and charge the homeowner's assessment account. Owners must have a current certificate of liability insurance on file with the Management Office.

9.6 Work Location

All work must be done inside the applicable unit. Workers cannot set up equipment in walkways, lobbies or garages.

9.7 Building Permits

After obtaining Association's architectural approval, building permits (if necessary) must be obtained from the appropriate governmental agencies. Copies of all permits must be submitted to the Association prior to the commencement of any work. Permits are required for anything involving removal or moving of walls or major plumbing or electrical work. All work will be stopped if permits are not in order and approved.

9.8 Inspections

The Management and/or its designee will periodically inspect work being done to ensure compliance with approved plans.

9.9 Sound Proofing

Owners must ensure that any changes to their units meet the following minimum acoustical standards.

- a. **Floors.** All changes to floors separating units (e.g., addition of tile, hardwood, stone, etc.) must provide code-compliant sound control properties for both airborne and impact sound insulation. In addition, the changes must satisfy the following ratings: (i) impact sound insulation must be Field Impact Insulation Class (FIIC) 52 or higher, and (ii) airborne sound insulation rating must be Noise Isolation Class (NIC) 52 or higher.

- b. **Walls.** Walls must provide an airborne sound insulation sufficient to meet a Noise Isolation Class (NIC) rating of 52. Common wall space may not be opened and/or removed in order to create more space within Owners unit. There shall be no alteration, repair or replacement of wall coverings within Units, which may diminish the effectiveness of the sound control engineering within the unit.
- c. **Plumbing.** All plumbing must be properly insulated for sound, constructed to eliminate vibration, and must be isolated from walls, studs, joists, ceilings, and flooring. No plumbing may be installed for washer/dryer usage (except for the penthouses). This is forbidden and owner will be fined and must remove and remedy this infraction within 30 days.
- d. **Penetrations.** Penetrations or openings for piping, electrical devices, recessed cabinets, bathtubs, soffits, or heating, ventilating or exhaust ducts must be sealed, lined, insulated or otherwise treated to maintain the required sound ratings.
- e. **Acoustical Test.** At the conclusion of the work, owners may be required to produce a "sound test" from a practicing and certified acoustical engineer to confirm that acoustical standards have been met. If the standards are not met, the owner shall promptly make appropriate changes to ensure compliance and pay for any testing necessary.

9.10 Balcony Enclosures

Balcony enclosures are strictly prohibited. Aluminum and/or canvas awnings are strictly prohibited.

9.11 Patio Furniture

Patio furniture and furnishings must be harmonious with the architecture of the building and be well maintained.

9.12 Landscaping

All landscaping is maintained by the Management . Owners are not permitted to plant anything in the common area or to place real or artificial plants in any part of the common area.

9.13 Drapes and Shutters

Curtains, drapes, shutters, blinds or other window covers visible from the exterior of a unit must be in compliance with the Association Rules and the Master Lease. In no event shall any window be covered with aluminum foil or similar material. Window treatments are required in all units, and in keeping with the aesthetics of the Association, should be white or off-white when visible from the exterior of the unit.

9.14 Unit Front Door and Entryways

The Association desires to keep the front entrance area to each unit uniform, clean and attractive. Owners may not change units' front doors or windows and frames without prior Management approval. Unit entry areas are to be kept free of excessive personal property and any/all personal property in owners' doorway must be well maintained and not block the walkways or emergency egress.

9.15 Additional Architectural Restrictions

The following are prohibited:

- a. Additional skylights
- b. Additional roof vents and fans
- c. Stained glass windows
- d. Alterations of party walls or party floors and ceilings
- e. Non-conforming exterior light fixtures.
- f. Washers and Dryers within the units.

10. MISCELLANEOUS

10.1 Lost or Stolen Items

The Association is not responsible for lost or stolen items, and accepts no liability for owners' personal items handled by Shipping & Receiving, Property Services, or any other department of the Association (i.e., mail, books, laundry, flowers, etc.).

10.2 Soliciting

Soliciting for the sale of products or services by anyone is prohibited anywhere on the Property except during annual elections when owners may solicit votes and/or proxies in the Shared Area or by going door-to-door. Displaying or distributing posters or flyers in any public area is prohibited. Any requests by owners to post notices or bulletins must be approved by the Management Office.

11. ENFORCEMENT

11.1 Definitions

- a. Words shall have the same meaning in these Rules as they have in the Governing Documents. However, in this document, the terms "Shared Areas" and "Common Areas" are used interchangeably.
- b. If any provision within these Rules conflict with a provision within the CC&R's, Bylaws, or Master Condominium Sublease, the CC&R's, Bylaws, or Master Condominium Sublease shall control.

11.2 Dispute Resolution

a. Between Neighbors.

Neighbor disputes or problems should be resolved between neighbors. If, after discussion, the matter cannot be resolved, the problems should be brought to the attention of the Board through the Manager. Whenever possible, please remember that the Board members and committee members are volunteers and are not paid for their services.

Therefore:

1. The Board or one or more persons appointed by the Board shall have the power, but not the obligation, to mediate disputes between neighbors within the community. To the extent that the dispute arises as a result of an alleged violation of the Governing Documents, the Board shall not refuse to attempt such mediation unless the Board, in good faith and upon reasonable cause,

determines that its efforts would be of no meaningful use in resolving the dispute.

2. In mediating such disputes, the Board may utilize such reasonable rules and procedures as it may adopt from time to time without limitation.
3. No member of the Board shall be personally liable to any owner or to any other person for any act performed or omitted in carrying out the responsibilities as a member of the Board or of any committee, provided that such member has acted in good faith.

b. Between Association and Owner.

In accordance with Civil Code Sections 1363.810 through 1363.850, the Association has adopted the following internal dispute resolution process to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Stirling Common Interest Development Act (Civil Code Section 1350 et seq.) and Section 7110 et seq. of the Corporations Code for Nonprofit Mutual Benefit Corporations (collectively, the "Disputes").

1. An owner or the association may request in writing that the other party meet and confer in an effort to resolve the dispute.
2. An owner may refuse a request to meet and confer, but the Association must participate if requested to meet and confer.
3. The Association's Board of Directors shall designate a member of the Board to meet and confer.
4. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.

6. The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with law or the governing documents of the Association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.
7. A member of the association may not be charged a fee to participate in the process.

11.3 Enforcement Powers

- a. The Association has the power and the duty to enforce the Governing Documents. The Association acts through the Board in carrying out these responsibilities.
- b. It is the policy of the Association to use the lowest level of enforcement power available to it to assure that the Governing Documents are upheld. In serious situations, the Association may omit the use of lower enforcement powers and may seek to pursue the level of enforcement necessary to correct the violation.
- c. Notwithstanding the enforcement options itemized in several provisions above, all of the following enforcement and disciplinary powers are available to the Association acting through its Board for violation of these Revised Rules and/or the Governing Documents:
 1. Warning letter
 2. Letter of reprimand
 3. Suspension of use of the common area
 4. Suspension of membership rights and/or voting rights
 5. Imposition of monetary penalties
 6. Self-help to correct violations
 7. Legal action for damages
 8. Equitable actions for injunctions
 9. Reimbursement assessment
 10. Towing of a vehicle parked in violation of these Rules
 11. Other powers not prohibited by law

- d. As a reasonably necessary adjunct to its enforcement and disciplinary responsibilities, the Association through its Board shall have the power to impose monetary penalties ("fines") against owners for violations of the Governing Documents, after notice and hearing.

11.4 Enforcement Procedures

- a. **Monetary Penalty/Suspension.** No monetary penalty or suspension of an owner's rights shall be imposed until after the Board shall have afforded the owner fair and reasonable treatment, including a letter of reprimand, warning letter and/or a hearing, before the suspension or fine is issued.
- b. **Hearing Procedure.** Fair and reasonable treatment and the provisions of Civil Code section 1363 require that, if a hearing procedure is required before any monetary penalty or suspension of membership rights may become effective, the following must occur:
 - 1. The owner shall have been given at least ten (10) days prior written notice by personal delivery or first class U.S. mail of the hearing at which time such discipline may be imposed. The notice shall indicate the date, time and place of the meeting, the type of violation of the Governing Documents that is alleged to have occurred, the penalties which might be imposed and a statement that the owner has the right to attend and address the Board at the meeting.
 - 2. If the Board imposes discipline on an owner (including fines, if applicable), the Board shall provide owner with a notification of disciplinary action by either personal delivery or first class U.S. mail to the owner within fifteen (15) days following the action.
 - 3. All enforcement hearings shall be open to the membership of the Association. Any owner may request that an enforcement hearing affecting them not be at an open meeting, but rather that it be conducted in executive session.
- c. **Appeal.** Owners may request reconsideration of any decision or penalty concerning a violation that has been found to exist by submitting a written request to the Board within five (5) days of being notified of the decision.

Any appeal or request for reconsideration shall state specifically the reason or reasons for review.

11.5 Attorney Fees and Other Expenses

- a. To the extent that it becomes necessary or appropriate for the Association or its Board to retain the services of legal counsel to resolve any dispute or enforce any provision of the Governing Documents, the Association shall be entitled to full reimbursement from the other party of any and all such legal costs and Attorney's Fees or expenses reasonably incurred providing that the Board prevails in the dispute, or any prorata portion thereof.
- b. To the extent that the Association incurs expenses in correcting violations of the Governing Documents, including costs involving self-help, the Association shall be entitled to full reimbursement of any such costs or expenses reasonably incurred.
- c. When it is determined by the Board that such legal costs, Attorney Fees and/or expenses should be borne by more than one owner of the Association, such cost and expense may be apportioned between, or among owners, as the Board in its sole discretion, deems fair and appropriate.

11.6 Collection of Monetary Penalties and Expenses

Any monetary penalty or legal expense imposed by the Association or its Board shall be due and payable to the Association on the 30th day following its imposition. Any fine left unpaid will become a charge against the homeowner and will be reflected on the Unit's monthly statement and, if unpaid, may be grounds for a lien.

11.7 Special Penalties

If any owner parks any vehicle in violation of these Rules, the Association's Manager is authorized and directed to:

- a. Place written notice on the offending vehicle that it is parked in violation of the Rules, and the offending vehicle will be towed at owner's expense in accordance with the provisions of the California Vehicle Code, Section 22658 or any subsequent amendment thereof by any independent towing agency to the nearest vehicle impound garage;

- b. Concurrent with the towing of the vehicle, to deliver notice in accordance with California Vehicle Code Section 22853 (c) of such towing to the vehicle owner (if known) including the location of the garage where the vehicle will be found.

11.8 Fine Schedule

Fines are not recorded in any homeowner's monthly dues until the hearing process is completed.

- a. **First Violation.** A warning letter/citation will be sent to the owner identifying the violation, and, if appropriate, a time frame for correcting the violation.
- b. **Repeat Violation.**
 - \$25.00 for the first violation
 - \$100.00 for each subsequent repeat violation.
- c. **Continuing Violation.** If a violation is not corrected within the time frame referenced in the warning letter, the Board will send a written notice to the owner, identifying the on-going nature of the violation, stating that the Board intends to impose a fine of \$50.00 against the owner, and the date, time and location of the hearing concerning such violation. The hearing date will be at least ten (10) days, but not more than thirty (30) days from the date of notice. Owners have the right to attend the hearing and address the Board regarding this matter. Owners may, but need not, be represented by counsel at any or all stages of these proceedings. If any owner fails to attend the hearing or to submit any written evidence on his behalf to the Board at the hearing, the monetary penalty will then be imposed against the owner. The Board will provide the owner notice of the disciplinary action taken against him within ten (10) days after the hearing.
- d. **Violations for Which There is No Warning.** Note: With regard to the following violations, no warning will be provided. The first violation will be assessed a fine after notice and hearing procedures are followed as itemized above.

1. Moving Violations
\$25.00 for the first violation
\$100.00 for each subsequent repeat violation.
2. Illegal Parking
\$25.00 for the first violation
\$100.00 for each subsequent repeat violation.
3. Vandalism & Graffiti
\$25.00 for the first violation
\$100.00 for each subsequent repeat violation.
4. Failing to clean up after pets or pets causing property damage or personal injury to other pets or residents.
\$25.00 for the first violation
\$100.00 for each subsequent repeat violation.
5. Safety Violations. Obstruction of any/all walkways, stairwells, or exit doors.
\$50.00 for the first violation
\$100.00 for each subsequent repeat violation.
6. Snakes/Reptiles or other uncommon or dangerous pets.
\$500.00 for each violation

11.9 Alternative Dispute Resolution

Upon the request of any owner, the Board shall agree to participate in non-binding mediation of any dispute between the Association and the owner. The offer of mediation shall not limit the power of the Board, either before or after the mediation, to pursue any other enforcement mechanism available to the Association.

11.10 Bicycle Cage Storage Policy

Bicycles stored in the bike cage are to be registered with Property Services. Residents will receive a bicycle permit sticker with a serial number that will identify the unit number the bike is registered to. Marina City Club will keep an internal data base system that will identify and keep track of each bicycle by serial and unit number. When residents vacate the property and leave their bicycles behind, or they are unidentified or not registered, the bicycles will be donated to charity.