

**MARINA CITY CLUB  
BY-LAWS**

**Date of Last Revision:  
August 15, 2002**

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## **MARINA CITY CLUB BY-LAWS**

These By-Laws are adopted and issued by the Management Council/Board of Directors. “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, and all other Shared Areas of the property (“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.

“Club Management” refers to the General Manager and Management Council/Board of Directors/Executive Club Council. The affairs of the Club are administered by the Management Council.

### ARTICLE 1 ADMISSION TO MEMBERSHIP

#### 1.1 Eligibility for Membership

All individuals 18 years of age and older of good standing in the community, and possessing such other qualifications as the Club Management shall from time to time prescribe, shall be eligible for membership in the Club.

Information regarding an applicant’s gender, race, national origin or religion shall not be considered by the Club in determining eligibility for membership in the Club.

#### 1.2 Membership Types

The owners of the 701 residential units at the project of which the Club is a part shall be entitled to membership in the Club (sometimes hereinafter referred to as “Owners Memberships”) which membership privileges, subject to satisfying such procedural requirements as are established by the Club, may be granted to an owner’s tenant during the period of tenancy. Each Owners Membership may consist of up to two (2) adults and any of their children under twenty-one (21) years of age, all of whom reside permanently at the same address. If an Owners Membership is granted to a tenant, each tenant must prove residency on the property of Marina City Club Towers or Promenade.

No more than 500 non-resident memberships shall be established in addition to those established for the owners of the 701 residential units (sometimes hereinafter referred to as “Outside Memberships”). Outside memberships shall be of three (3) types: Individual, Family and

Corporate. An Individual Membership consists of one person. A Family Membership consists of up to two (2) adults and any of their children under twenty-one (21) years of age, all of whom reside permanently at the same address. Proof of residency is required. After their 21<sup>st</sup> birthday, members' children must apply and be accepted for membership if they are to have continued use of the Club. A Corporate Membership consists of up to four (4) adult memberships per Corporation.

Outside Members may apply for a Leave of Absence if they are out of the Los Angeles area three months or more, or are unable to use the Club because of prolonged illness or injury. Members must apply for a Leave of Absence in advance and must accompany such request with their membership card and full payment of their account balance. The dues of a member on an approved Leave of Absence are reduced to an amount equal to one-third (1/3) of the prevailing dues for the applicable membership type.

The Club reserves the right to create new membership types or discontinue existing membership types. The Club shall, from time to time, establish the amount of initiation fees for the various types of memberships, and the terms and conditions upon which such fees will be paid. The initiation fee is deemed fully incurred upon acceptance of the membership by the Club. Accordingly, no portion of such fee is refundable.

### 1.3 Application for Membership

Each applicant for membership in the Club shall submit a completed Membership Application on a form prescribed by the Club together with the applicable initiation fee and membership dues.

### 1.4 Dues and Privileges of Members to Begin on Admission

Upon the acceptance and approval of such Application, the applicant shall be deemed to be admitted to membership in the Club. Membership dues, payable monthly in advance, shall commence to accrue from the date of admission to membership and shall continue month-to-month unless cancelled or terminated as provided in the By-Laws. Club privileges shall commence from the same date.

Notwithstanding the foregoing, (i) no initiation fee or membership dues shall be payable on account of the Owners Memberships (inasmuch as the facilities of the Club are amenities of such residential units, and such residential units are subject to an allocation of the costs of the Club by reason thereof), and (ii) membership dues shall go to offset the costs of the Club allocated to the 701 residential units.

### 1.5 Rejection of Application

If an application for membership is rejected by Club Management, the initiation fee and membership dues paid with the application shall be refunded. No individual or organization whose application for membership is rejected shall be eligible to reapply for membership until after the expiration of six (6) months from the time of such rejection.

### 1.6 Upgrade/Downgrade of Memberships

Outside Memberships may be upgraded to a higher dues-paying type by written request and payment of the difference between the current prevailing initiation fee of the desired membership and the current prevailing value of the membership as it exists. Monthly dues applicable to the new membership type plus any fees will be billed to the member's direct debit account. All upgrades are subject to the prevailing fee at the time of the change.

Outside Memberships may not be downgraded to a lesser dues-paying type and no refund will be given.

### 1.7 Entire Agreement

These By-Laws and Marina City Club Rules & Regulations constitute the entire Agreement between the member and the Club. No representations or agreements, either oral or written, which are not contained in this Agreement, are binding upon the member or the Club.

## ARTICLE 2 RIGHTS, PRIVILEGES, AND DUTIES OF MEMBERS

### 2.1 Membership, Initiation Fees, and Membership Dues

Information concerning membership, initiation fees and dues shall be available from the Club upon request. The Club reserves the right to make, at any time and from time to time, such changes in membership, initiation fees and dues, and rights and obligations pertaining to membership as the Club Management deems necessary; provided however, in no event shall (i) Outside Memberships exceed 500 in number, (ii) members having Owner's Memberships pay initiation fees or membership dues, or (iii) membership dues be applied other than to offset costs of the Club allocated to the 701 residential units.

The obligation to pay dues is not dependent on the availability of all the

Club's facilities or the member's frequency of use. Tournaments, repairs, maintenance and/or other occurrences may make it necessary for the Club to restrict the use of one or more facilities or to close the Club temporarily. The Club will not reduce or suspend dues during the time when the facilities are not available.

## 2.2 Membership Cards

When members are accepted and processed into the Club, membership numbers will be issued and noted on their membership cards. Members must always register and present their membership card prior to any use of the Club, regardless of whether or not the member checks out a locker. A Member can gain access to the Club a maximum of three (3) times without presenting their membership card, but must have an alternative photo identification. Thereafter, all other visits without their membership card will require a \$10.00 guest fee.

A \$25.00 fee will be required for replacement of a lost or stolen membership card.

Each member of the Club in good standing shall be furnished with a membership card and, unless such member has an Outside Membership of the "individual" class, shall be entitled to have supplementary membership cards ("supplementary cards") issued to his/her family members (spouse and children from 18 to 20 years of age) in accordance with Rules & Regulations promulgated by the Club from time to time ("Rules & Regulations").

Each member, and where applicable each family member, must exhibit his/her membership card, or supplementary card, when requested. A membership card or supplementary card may not be used by any person other than the member to whom it was issued and any violation thereof shall be cause for action under Article 2 of these By-Laws. The member to whom a membership card is issued shall be liable for all use, including unauthorized use, of the card and all supplementary cards issued at his/her request.

If the Club receives written notice that a card has been lost or stolen, the member to whom, or for whose account, the card was issued shall not be liable for any use of the card thereafter provided that the member promptly surrenders all other Club membership cards and supplementary cards, if any, in his/her possession or in the possession of his/her family members. The Club may make a charge for lost or stolen cards. A damaged card may be exchanged for a replacement card at no charge. Membership cards and supplementary cards are the property of the Club and must be

surrendered upon request or upon resignation from, transfer of, expulsion from or termination of membership.

### 2.3 Guests

As hereinafter used in this Section the terms “member” and “sponsoring member” shall mean, as appropriate, either the members or a member of his/her family holding a valid supplementary card.

Each member of the Club in good standing, and his/her family members who hold valid supplementary cards, shall be entitled to invite guests to the Club in accordance with the provisions of this Section and the Rules & Regulations. The member must accompany his/her guest at all times while the guest is at the Club.

The member shall be responsible for all expenses incurred by said guests at the Club (whether invited by the member or any of his/her family members holding valid supplementary cards), unless other arrangements are made and approved in writing by Club Management in advance.

The member shall be responsible for the conduct of said guests. If the manner, deportment or appearance of any guest is deemed by Club Management to be unsatisfactory, the sponsoring member shall, at the request of Club Management, cause such guest(s) to leave the Club’s premises immediately.

The Club may at any time, and from time to time, suspend or terminate the guest privileges of any guest or member of the Club and of their respective family members to whom supplementary cards have been issued.

Members may bring up to four (4) guests per membership per visit. However, the same guest may only use the Club ten (10) times in any one calendar year.

Members may bring guests for dining without paying a guest fee. All other guests must (i) be escorted personally to the Club Services desk, which is located in the Fitness Center on the second floor of the Center Tower (or at such other location on the Club’s premises designated by the Club) by the member (the “sponsoring member”) inviting such guest, or the sponsoring member must advise the Club of such guest’s intended arrival in advance thereof and (ii) show proof of identification and (iii) pay the prevailing guest fee at time of registration and (iv) completely fill out a “Waiver of Liability and Assumption of Risk Agreement”. If a member does not register a guest immediately upon entrance to any of the Club facilities, the member’s account will be charged a fine in addition to the guest fee. Club Management may suspend or terminate membership privileges for repeated violations.



Any person who has previously had his/her membership terminated by the Club or is otherwise prohibited from Club usage may not be a guest at the Club.

All guests are either Day Guests or House Guests. A Day Guest is a person who is accompanied by a member for one-day use of the Club. A House Guest is a person who resides temporarily in a member's household, but for a period not to exceed four consecutive weeks. A House Guest shall not be entitled to use the Club facilities more than a total of thirty (30) days in any one calendar year, maximum two (2) guests per unit.

#### 2.4 Change of Address

All members must immediately notify in writing the Marina City Club's Accounting Office of any change of address. Any member who fails to do so shall be deemed to have waived any notice provided for under these By-Laws, and all communications will be presumed to have been received by the fifth day after mailing.

#### 2.5 Private Property

All private property of members or guests, while in or on the Club's premises or while deposited with the Club on or off the Club's premises, either for or without hire, shall be at the owner's sole risk. No bailment shall be created through any act, conduct, communication or agreement by any Club officer or employee. No such officer or employee shall have authority to enter into any bailment with any member.

Any such private property, which may have been left in or on the Club's premises for thirty (30) days or more, may be sold by the Club with or without notice at public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall belong to the Club.

#### 2.6 Members Not Owners or Partners

No member of the Club shall by virtue of such membership be deemed to be an owner of, or partner in, the Club, or have any right, title or interest in, or to any of the assets of, the Club. No member of the Club shall be liable for the debts or other obligations of the Club solely by reason of being such a member.

## 2.7 Contract of Membership

The membership rights and privileges of each member of the Club shall be governed by the Club By-Laws and the Marina City Club Rules & Regulations. Any person who shall exercise membership privileges in the Club shall be conclusively presumed to have by such act agreed to be bound by the Club By-Laws and the Marina City Club Rules & Regulations regardless of whether he/she has signed a copy of same.

## 2.8 Transfer of Membership

Outside Memberships are not transferable. Owner's Memberships may not be transferred, except in connection with (i) a transfer of the residential unit as to which such membership privileges relate or (ii) a transfer of membership privileges to a tenant.

To be effective, a transfer can only be accomplished by making application for transfer in the manner and on the forms as shall from time to time be prescribed by the Club Management. Such transfer may be subject to the payment of a reasonable transfer fee in the amount as shall from time to time be determined by the Club Management. No attempted transfer shall be valid unless and until all of the provisions of the Section are fully satisfied. *A maximum of two (2) membership changes will be allowed per unit per year.*

During the period that membership privileges are transferred to a tenant, the owner of the residential unit as to which such membership privileges relate shall not be entitled to such membership privileges.

## 2.9 No Property Rights; Club Not Liable to Continue Business

No property or vested rights of any kind shall accrue to any member of the Club now or hereafter by virtue of his/her membership in the Club, and there shall be no obligation, either express or implied, binding upon the Club or the partners, officers, employees, agents or representatives of the Club, or upon any assets of the Club, or upon any other person or assets, to continue to provide or maintain any or all of the services or facilities of the Club now or hereafter available. The Club may at any time reduce or terminate any or all of such services or facilities. Admission to membership in the Club is the full and sole consideration for the payment of the initiation fee, and membership in the Club for the period during which dues are paid is the full and sole consideration for the payment of membership dues. The term of such membership in the Club shall be limited to the life of the Club.

## 2.10 Liability for Use of Property

Every member of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by him/her, any of his/her guests or any member of his/her family. Such member shall promptly pay for the cost thereof when a bill therefore is presented to him/her.

Any member, guest or other person who in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege or service of the Club, or who engages in any contest, game, function, exercise competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his/her own risk and shall hold the Club, its partners, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him/her. Any member shall have and perform the same obligation to the Club and its partners, officers, employees, representatives and agents in respect of any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of such member.

Members agree that the Club is not responsible or liable to members or their guests for articles damaged, lost or stolen in or about the Club, or in lockers, or for loss and/or damage to any property including, but not limited to, automobiles and/or the contents thereof. The member agrees not to store any valuable items in lockers and to use the lockers provided solely for temporary clothing storage.

Should any party bound by these Club By-Laws bring suit against the Club on any claim or matter and fail to obtain judgment therein against the Club, said party shall be liable to the Club for all costs and expenses incurred in the defense of such suit (including reasonable attorney's fees).

## 2.11 Right to Regulate Use of Property

The Club shall have the unqualified right to make such rules, regulations and restrictions in the use of all or any part of the Club facilities and property, as it may deem necessary or appropriate. Such rules, regulations and restrictions shall in part, be known as the "Marina City Club Rules & Regulations", which shall be available to members upon request. The Marina City Club Rules & Regulations shall apply to all members and guests. The Club may modify, amend or revise the Rules & Regulations, in whole or in part, at any time and from time to time.

## 2.12 Payment of Dues and House Accounts, Delinquency Charges, Etc.

The Club utilizes a direct debit system against a member's major credit card, checking account or advanced deposit. The Club may discontinue such system in whole or in part at any time at the Club Management's sole discretion.

All members must provide the Club with a current, valid major credit card account (Visa, MasterCard or American Express), valid checking account or advanced deposit for direct debit of dues (outside members only) and house charges. Members must insure that the Club is kept informed of any changes in the direct debit account, which might affect prompt payment.

Only members in good standing are entitled to credit and/or charge privileges as the Club may establish. Failure to make timely payment of indebtedness due the Club may result in suspension of membership privileges and termination of membership. The Club may at any time, or from time to time, deny to any member credit privileges at the Club.

If the Club discontinues its direct debit system in whole or in part, or if any amount should fail to be satisfied by reason of any such direct debit, then the following shall apply: Membership dues, house accounts, or other indebtedness to the Club shall be deemed delinquent if not paid on the statement by which such dues, accounts, fees, and other indebtedness are first billed.

In order to offset the cost of follow-up and to encourage repeat offenders to comply with payment terms, the maximum lawful interest fees will be added to any delinquent amount not received by the Club until such delinquent amount is paid in full.

Should a member's credit card or check be denied for any reason, the member will be notified by mail or by telephone and will have seven (7) calendar days in which to make payment in full, including applicable penalties. If the member's account is still unpaid at the end of this period, all Club privileges will be suspended and the membership will be subject to termination. Any member whose Club charging privileges have been suspended will need the approval of the Club Management to reinstate those charging privileges. In such cases, the Club may establish credit limits.

If the account of any member of the Club is delinquent, the Club may at its option, take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any initiation fees, membership dues, house accounts or other indebtedness owed by any

member of the Club or to enforce any liability of such member to the Club, and if judgment is obtained by the Club, such member shall also be liable for all costs and expenses of such legal action (including reasonable attorney's fees).

ARTICLE 3  
SUSPENSION OF MEMBERSHIP PRIVILEGES  
AND/OR TERMINATION OF MEMBERSHIPS

3.1 Resignation of Member

An Outside Member may resign by giving written notice to the Executive Offices at least thirty (30) days before the resignation is to become effective. All of the resigning member's indebtedness to the Club becomes due prior to the effective date of the resignation. The member must also surrender all membership cards and storage locker keys (if applicable).

3.2 Termination on Death or Dissolution

Outside Individual Memberships shall terminate on the death of the individual. In the event of dissolution of a member holding a Family Membership, the Club must be notified by the members involved as to who will maintain rights and privileges of the membership. The member receiving the membership may continue membership rights and privileges and may request a downgrade of membership in order to hold a membership of a lesser dues paying type.

Upon the death of one member holding a Family Membership, the surviving member may continue membership rights and privileges and may request a downgrade of membership in order to hold a membership of a lesser dues-paying type.

Upon the death of both members holding a Family Membership, all rights and privileges pertaining to said membership cease, however the deceased members' estate(s) remain liable for all amounts owing the Club.

3.3 Suspension or Termination for Nonpayment

Any member having an Outside Membership who becomes delinquent in the payment of membership dues, house accounts, initiation fees or other indebtedness to the Club, shall be automatically suspended from membership privileges effective as of the date such member becomes delinquent in payment. No notice of such suspension from membership

privileges needs to be given. Membership dues shall continue to accrue during periods of suspension.

In the event any member fails to make full payment of any such indebtedness, dues, accounts, or fees, together with the delinquency charges levied within sixty (60) days from the time such member became delinquent in payment, such member shall be automatically terminated from membership in the Club and shall be notified of such termination in writing.

Further, any member having an Outside Membership who fails to pay or otherwise satisfy any judgment obtained against such member by the Club for any indebtedness or other cause not set forth above this Section, shall be automatically terminated from membership in the Club and shall be notified of such termination in writing.

Any member having an Owners Membership who becomes delinquent in the payment of house accounts or other indebtedness to the Club shall be automatically suspended from membership privileges effective as of the date such member becomes delinquent in payment. (A failure by a member to pay within fifteen (15) days of the due date any amount required to be paid by such member under the Master Condominium Sublease shall be deemed a delinquency by a member in the payment of indebtedness due the Club.) No notice of such suspension from membership privileges need be given. The Club may, in its discretion, and on such conditions as it may deem proper, temporarily suspend this provision of the By-Laws.

### 3.4 Suspension or Expulsion for Cause

#### 3.4.1 Reservation of Rights

The Club expressly reserves the right to suspend or expel any member having an Owner's Membership for just cause. The Club expressly reserves the right to suspend or terminate the membership of any member having an Outside Membership for just cause. The procedures established by these By-Laws for the expulsion or suspension of members are not intended, and shall not be construed, to be in derogation of this expressly reserved right.

#### 3.4.2 Grounds

The following constitute grounds upon which a member may be suspended or expelled from membership:

- a. Willful infractions or violations of these By-Laws or the Rules & Regulations, as either is now in force or hereafter adopted or amended;
- b. Unreasonably offends or annoys other persons on the Club premises;
- c. Harms, molests or endangers another person on Club premises;
- d. Verbally or physically abuses a Club employee;
- e. Takes any action which subjects the Club, the Marina City Club Homeowners Association, or the Marina City Club, L.P. to legal expenses, whether or not such action is related to the member's membership in the Club;
- f. Is or has been convicted of a serious felony, as defined in California Penal Code section 1192.7(c), as it may be amended from time to time;
- g. Is or has been required to register as a sex offender pursuant to California Penal Code section 290, as it may be amended from time to time;
- h. Damages or injures Club facilities and/or property;
- i. Falsifies information on the Membership Application;
- j. Steals any property or furniture belonging to the Club;
- k. Has an account sixty days past due; or
- l. Any other act or conduct as may be hereafter specified by the Club.

### 3.4.3 Procedure

A written complaint against any member may be filed with the General Manager either by a member of the Club in good standing or by any Club employee. If, in his/her discretion, the General Manager, Club Council, Board or Management Council member determines that further action on the Complaint is warranted, the Club shall prepare, or cause to be prepared, a written specification of the charges. The foregoing shall not be intended to limit the General Manager, Club Council, Board or Management Council member's ability to initiate a complaint on its own.

The Executive Director shall determine a time and place for a hearing on the charges and shall notify the member charged, in writing, of the time and place of the hearing, including the written specification of such charges, at least fifteen (15) days prior to the date of such hearing. Notice may be given either by personal service or by mailing such notice and specification to the member charged at the latest address listed for such member on the records of the Club. Such notice, if personally served on the member, shall be deemed to have been given on the date so served. If the notice

is given by mail, it shall be deemed to have been given on the date it is deposited in the United States mail.

The member charged may, within seven (7) days after such notice is given (and such notice shall so instruct him/her), file a written statement, under oath, setting forth any defenses to the specified charges.

The member shall be entitled to attend the hearing called by the Club Council and to present evidence and arguments. If the member charged fails to appear, the hearing may be held in his/her absence as if he/she had been present. If the member charged and/or others appear but by his/her or their contumacious behavior, as judged by the presiding officer designated by the Club Council, make it difficult or impossible for the Club to consider rationally or fairly the facts and issues of the case, then the presiding officer may exclude the member charged and others so conducting themselves, and may continue to conduct the hearing in his/her or their absence. The Club Council President may continue the hearing from time to time and from place to place. As the hearing shall be held informally, legal rules of evidence and procedure shall not be applicable. No transcript or recording of the hearing shall be made.

At the close of the presentation of evidence, the Club Council shall, in closed and private session, consider the charges and the evidence, if any, addressed in support of or opposition to the charges and determine the correctness of the charges. The Club Council shall also determine the penalty to be imposed upon the member charged. Such penalty may include, but is not limited to, expulsion from membership, suspension from membership for a fixed, determinable or indeterminate time period, or restrictions on the Club privileges and facilities which the member may use and enjoy. Notwithstanding the foregoing, a member having an Owner's Membership may not be expelled from membership, but may have his/her privileges restricted or suspended.

There shall be no right of appeal from the Club and the decision of the Club in such a case shall be final and conclusive.

#### 3.4.4 Continuation of Liabilities

Notwithstanding any such termination or suspension of membership, such member shall remain liable for any unpaid initiation fee, house accounts, membership dues (including the membership dues in respect of the month during which such



membership so terminated), and/or other obligation to the Club, and such member shall not be entitled to a refund of any part of any initiation fee or membership dues already paid by such member to the Club. Notwithstanding the fact that Club privileges may be curtailed, restricted or denied, membership dues shall continue to accrue during periods of suspension from membership.

### 3.5 Termination of Outside Memberships upon Vote of Owners Memberships

#### 3.5.1 Right of Termination

If the final actual operation costs of the Club on account of any calendar year (beginning with calendar year 1993) net of membership dues paid by members having Outside Memberships exceed one-hundred-and-fifty-percent (150%) of the “Minimum Costs” (as hereinafter defined), a majority vote of the owners of the 701 residential units at the project of which the Club is part (with one vote per residential unit) may elect to terminate the rights of all members having Outside Memberships in the Club on no less than thirty (30) days prior written notice to such members. As used herein the term “Minimum Costs” shall mean the aggregate of the annual costs of the Club exclusive of any costs of operating the facilities on the 2<sup>nd</sup> and 3<sup>rd</sup> floors in the Center Tower of the project.

#### 3.5.2 Continuation of Liabilities

Notwithstanding any such termination, members having Outside Memberships shall remain liable for any unpaid initiation fee, house accounts, membership dues (including the membership dues in respect of the month during which membership so terminated) and/or other obligations to the Club, and such member shall not be entitled to a refund of any part of any initiation fee or membership dues already paid by such member to the Club.

## ARTICLE 4 EXECUTIVE CLUB COUNCIL

### 4.1 Establishment and Composition

There shall be constituted and established an Executive Club Council consisting of five (5) members consisting of three (3) homeowner representatives, one (1) representative of the Management Council, and one (1) outside member representative elected by the Management

Council. If for any reason any areas of the health and tennis club cease to be administered by the Executive Club Council, those areas would be administered by the Management Council.

#### 4.2 Duties

The Executive Club Council makes suggestions and recommendations regarding the Club operations to the Management Council.

#### 4.3 Conflict of Interest

No owner, resident, or member shall directly or indirectly benefit financially from, or possess an interest in, any contract or transaction relating to the property, facilities or operation of the Club or the furnishing of supplies, equipment or services.

#### 4.4 Reservation of Rights

The Club shall at all times operate in accordance with the Master Lease (as presently constituted and hereafter amended) between Marina City Club L.P. and the County of Los Angeles. Notwithstanding any provision of the By-Laws to the contrary, if the Executive Club Council acts or fails to act, with respect to any matter where such act or failure to act would constitute then or with the passage of time a default under the Master Lease, then Marina City Club L.P. shall have the right to exercise final control over the matter in question to avoid and/or cure a default under the Master Lease.

#### 4.5 Election and Term

The Association may remove its designated representatives to the Executive Club Council and/or elect a replacement representative by a majority vote of the Board of Directors of the Association by written notice to the Executive Club Council. The Management Council may remove by majority vote, its designated representative to the Executive Club Council and/or appoint a replacement representative by written notice to the Executive Club Council.

#### 4.6 Meetings

The Executive Club Council shall hold a regular meeting at least every three months. The time and place of such regular meetings shall be fixed by the Executive Club Council and announced to the general membership. Special meetings may be called by any member of the Executive Club Council upon at least three (3) business days prior written notice to the other members of the Executive Club Council. A majority of the

Executive Club Council shall constitute a quorum of the Executive Club Council at any regular or special meetings, and the affirmative vote of a majority of the Executive Club Council shall be required in order to constitute an action of the Executive Club Council.

4.7 Member Committees

The Club Council may from time to time establish committees to advise the Executive Club Council. The size and function of such committees shall be determined by the Executive Club Council. All members of each committee shall be members in good standing of the Club.

4.8 Special Provision in the Event of Termination of Outside Memberships Pursuant to Section 3.5

In the event of the termination of the Outside Memberships pursuant to Section 3.5, above, the member of the Executive Club Council appointed having Outside Memberships shall be deemed removed, and thereafter such position shall be filled either by a person jointly approved by the Board of Directors and Management Council.

ARTICLE 5  
REPEAL AND AMENDMENT OF BY-LAWS

These By-Laws (except Section 4.4) may be revised, amended, supplemented, modified or repealed at any time, or from time to time, by the Management Council / Board of Directors.