

# **RULES & REGULATIONS EFFECTIVE AS OF 6/11/2007**

## **FOR San Francisco SUITES CITY SHARE ASSOCIATION**

For your convenience, we have included questions and answers to cover the “Rules and Regulations” that have been established for the benefit of all City Share Owners. Compliance with the Rules and Regulations by you, your family, and guests will permit the City Share operation to run smoothly and efficiently. The failure by you, your family, or guests to comply with the Rules and Regulations may result in the suspension of your rights and privileges as a City Share Owner.

### **DEFINITIONS**

To assist you in reading the Rules and Regulations, some of the definitions contained in the Declaration of Covenants, Conditions, and Restrictions (CC&R’s) for City Share Ownership are repeated or paraphrased in the Glossary of Terms.

### **GLOSSARY OF TERMS**

“Association”: Means the organization of the San Francisco Suites Owners for their joint purpose.

“Calendar Year”: Means “fiscal year”: January 1 through December 31. The San Francisco Suites operational year is by calendar/fiscal Year. Taxes, budget, payroll and Association due are assessed on a Calendar/Fiscal Year and delinquent if not paid by February 1.

“Owner’s Use Period”: Means the 12 month year by which each City Share Owner begins and ends their Regular Use Time. These dates vary and start on one of the 4 quarters of the year. [1/1 – 4/1 – 7/1 or 10/1].

“Regular Use”: Means the use and occupancy of a Suite, the Common Area and Common furnishings by you, your Guest(s), or Exchange User(s) for up to seven (7) nights for each Ownership Year which you own.

“Bonus Time”: Means the use and occupancy of a Suite, the Common Area, and the Common furnishings by you, and if applicable, your Guest(s), which is other than for Regular Use or Exchange and for which a fee is charged. The current fees are \$75 for a Parlor Suite and \$85 per night for a Master Suite. You should understand that Bonus Time reservations will be confirmed on a space-available basis only, and the Association will only guarantee the reservation for two nights. **Bonus Time can only be reserved within seven (7) days of the requested date of arrival. Please be reminded that Bonus Time reservations can not be cancelled.**

“Service Period”: Means the 4 hour period between Check-Out/Check-In Time and the 7 days during each Calendar Year designated for the cleaning and the maintenance of each City Share Unit, during which period the unit and common furnishings are not subject to occupancy by an Owner, Guest or Exchange User. The Association management shall determine which seven (7) days, not necessarily consecutive, will comprise the Service Period for each City Share Unit.; thus the 51 week year for owner use.

“Weekend Use”: Weekend nights are Friday night, Saturday night and or Holiday nights. You may have only two weekend nights reserved at a time and they do not have to be consecutive.

“Cancellation”: Means the seven (7) days prior to a confirmed reservation that may be canceled by the owner without forfeiture of time. Restrictions: **You may not cancel a confirmed reservation and then book the same time period under Bonus Time.**

“Suite”: Means one of the sixteen (16) City Share Units. They are designated as Parlor Suites or Master Suites.

“Unit Type”: Means the type of City Share Unit designated in your Purchase Agreement and Original Deed, and determines which type of City Share Unit you may reserve for use & occupancy if you follow the reservation procedure described in these Rules & Regulations. [The seven Parlor Suites have Murphy Beds and no bedroom. The nine Master Suites include one bedroom.]

## **RESERVATIONS**

As a City Share Owner, you are entitled during your *Ownership Year* to occupy your Suite and the Common Area, and to use the Common Furnishings for Use Periods comprising up to a maximum of seven nights for each City Share you own. In order to do so, you must reserve a Suite in accordance with the stipulations listed below.

You are also entitled to Bonus Time during each *Calendar Year* to occupy your Suite and the Common Area and to use the Common Furnishings for one or more periods of time. In order to do so, you must reserve a Suite in accordance with the following stipulations:

### **REGULAR USE RESERVATION**

#### **Clarification of our Reservation Policy.**

We begin taking telephone reservations every morning beginning at 7:00 AM PDT and end at 10:45 PM PDT on a daily basis. These hours reflect the working schedule of our Front Desk Concierges. You may reserve as far as 270 days in advance for regular reservations and seven days ahead for Bonus nights. For your convenience, we have a reservation calendar that calculates 270 days in advance to assist you. Reservation requests via land phone, cell, faxes, and emails that do not comply with the not more than 270 days in advance will not be honored. Only when your request is done by phone or in person with a Concierge can you receive a definite confirmation. Please understand that phone messages, e-mails and faxed reservation requests received before or after these hours are not guaranteed. We will respond and book these requests in the order received and if the date/s is/are available. Please remember that we have 816 shares at the Suites and at times there is significant activity for the one Concierge responsible for the daily phone coverage. We will always do our very best to book your preferred suite, however, to maximize booking opportunities, avoid having owners change suites during a multiple night stay, and to accommodate the need for both a couch and a wall bed in Parlors, you may be assigned a different suite than indicated in the original reservation. These exceptions will be done to benefit all the owners.

**1. How do I reserve a Suite?** You may write, call, e-mail, fax, or stop by the concierge desk to make your reservation.

**2. How much notice do I have to give for my reservation?** A *Regular Use* reservation request should be received by the Association not more than 270 days in advance. A Bonus Time reservation should be received by the Association at least 24 hours in advance but not more than 7 days in advance. Regular Use time may not be changed to Bonus Time for any reason. **[Canceling a Regular Use reservation to reserve the same Use Period for Bonus Time is not allowed.]**

**3. How will I know if my reservation request has been granted?** Reservation requests will be confirmed via mail or e-mail by the Association. When time is limited, reservations will be confirmed by telephone. No reservation request is valid or will be honored unless it has been confirmed by the Association.

**4. How are reservations requests handled when more than one Owner requests the same time period?** Reservation requests are confirmed on a first-come, first-served basis. The earlier you reserve the better your chance of

being able to reserve your choice of nights. You may add your name to a wait-list; your reservation request may become available due to another owner's cancellation. The wait list is also on a first-come, first-served basis. [The Concierge will let you know how many wait-listed owners are ahead of you.]

**5. Do I have to reserve all 7 nights at a time or may I divide my use into shorter Use Periods?** Unless you want to make a reservation for weekend use, you may make a Regular Use reservation request for one or more nights, up to a maximum of 7 nights, in each Ownership year for each City Share you own.

**6. May I share my Suite with friends and relatives?** Yes, you may share your Suite with Guests or have your Guests use some or all of the time which you have reserved, even if you are not present; however, if Guests will occupy your Suite in your absence, the Concierge must be notified by mail, phone, fax, or e-mail prior to the first day of occupancy of your Suites. The Concierge will also need to know the names and addresses of your Guests. In your absence, Guests will be required to show proof of identification to sign a registration card, and at least one Guest must be 21 years of age or older.

**7. Are there any restrictions on the number of reservations I can have outstanding at any time for weekend use?** Yes. Weekend nights are Friday night, Saturday night, or a Holiday night. You may have only two weekend nights reserved at a time and they do not have to be consecutive.

**8. Are there any other restrictions pertaining to my reservation?** Yes. You may not make a reservation for the Service Period for which the Association has reserved the Suite for cleaning and maintenance.

### **BONUS TIME RESERVATIONS**

**1. Does Bonus Time count against my Regular Use Time?** No. Bonus Time is purchased by Owners. **Bonus Time can only be reserved within seven (7) days of the requested date of arrival. Please be reminded that Bonus Time reservations can not be cancelled.** The Association will charge you a fee for Bonus Time, currently the fee is seventy-five dollars (\$75) for a Parlor Suite and eighty-five dollars (\$85) for a Master Suite. City Share Owners enjoy unlimited Bonus Time usage but reservations are limited to up to two (2) nights at one time. If additional nights are desired beyond the two confirmed consecutive nights, they may be requested when the Owner is actually using their Bonus Time.

**2. What happens to the Bonus Time monies?** All revenue generated by Bonus Time will be deposited into the General Account of the Association.

**3. Can my Guests take advantage of Bonus Time?** Yes.

### **CANCELLATIONS**

**1. Will I be penalized for cancellation of a Regular Use reservation?** If you cancel your Regular Use reservation at least 7 days prior to Check-In Time on the first day of the Use Period that you have reserved, there will be no penalty. As a reminder, you cannot reserve Bonus Time for that same period after you cancel a Regular Use reservation. If notice of your Regular Use reservation cancellation is received by the Association less than 7 days prior to Check-In Time on the first day of the Use Period that you reserved, or if you fail to occupy your Suite for that period of time, you will be considered to have used and occupied the Suite for the entire Use Period that you had reserved.

**2. Will I be penalized for cancellation of a Bonus Time reservation?** If you cancel your Bonus Time reservation you will be charged for the use and occupancy of your Suite for the Use Period reserved unless your Suite is used and occupied by another Bonus Time User during such period; in no event will you be charged for more than 2 days use for occupancy.

Your failure to check-in within 20 hours after Check-In Time on the first day of the Use Period reserved for Bonus Time will, unless you otherwise notify the Concierge of your late arrival, result in the cancellation of your reservation and you shall be charged for up to 2 days use and occupancy of your suite.

## **CONFIRMATION OF RESERVATIONS**

**1. Are there any regulations that might prevent a City Share Owner from securing a confirmed reservation?** Yes. Your reservation request will not be considered if you are delinquent in the payment of any Assessments, Late charges, or Personal charges owed to the Association.

**2. Could I be prevented from occupying my Suite?** Yes. You may be denied occupancy of your Suite, even if you have a confirmed reservation, if at check-In Time you are not current in the payment of any Assessments, Late Fees, or Personal Charges.

## **DAMAGES AND LOSSES**

**1. What should I do if I discover damage to my Suite when I first check in?** Report any damage to the Concierge as soon as possible after check-in so that you will not be held responsible for any damage or loss to your Suite or any Common Furnishings.

**2. How will I know if there are any items missing from my Suite?** In the kitchen cabinet of each Suite there is an inventory list and Guests are encouraged to double-check the inventory list for accuracy. The houseman will check the Suites daily for any missing items; any damage or loss indicated by the Houseman will be billed directly to you.

**3. May I redecorate my Suite?** No. No structural changes or removal of furniture, wall hangings or floor coverings. Redecorating of any type within your Suite or any other areas within the Property is not permitted to be made by you or any other City Share Owner or Guest.

**4. What happens if I lock myself out of my Suite?** The Manager is provided with a passkey to your Suite. In case of emergency, the Manager or his employees may enter your Suite and, if you are unaware of entry, shall notify you as soon as reasonably possible of the reason for such entry.

## **COMMON AREAS – LOBBY AND BOARD ROOM**

**1. When and where is breakfast served?** Continental Breakfast is served in the Board Room Monday through Friday from 7:00 AM until 9:00 AM, and Saturday and Sunday from 8:00 AM until 10:00 AM. You will find the prices listed in the Owner's Information Notebook in your Suite. If you wish, you may take breakfast to your Suite or you may call for Suite service. Orders will be charged to your Suite to be paid upon check-out.

**2. When and how may I use the Board Room?** The Board Room is available from 10:30 AM daily by appointment only through the Concierge. Any special requests (e.g. typewriters, audio visual equipment, secretarial service, adding machines, etc.) will be accommodated at cost, provided sufficient advance notification is received. The Board Room may also be used for catered luncheons, dinners and other business or entertainment functions. Arrangements for catered functions may be coordinated through the Manager; payment for such catered functions will be the responsibility of the owner requesting same. Use of the Board Room is at no charge, unless the function requires set-up and/or clean-up (\$15 per hour), additional costs for linen services (\$20) or arranging for an off duty houseman to help (\$15 per hour). Any of these services may be arranged through the Concierge or General Manager at the time of reservation. The use of the Board Room is at the General Manager's discretion.

**3. May I use the Hotel Lobby or Common Area when I am not in residence?** The Hotel Lobby or Common Area may be used by you at any time even when you are not residing at San Francisco Suites. Of course, you must comply at all times with the Rules & Regulations pertaining to the Project, including any special house rules adopted for use of the Hotel Lobby. Please keep in mind that all of our Guests are free to enjoy the Common Areas equally and that noise levels should be respected at all times. Children must be monitored by their respective guardians and not left to wander the Suites freely.

## **CONCIERGE SERVICE**

**How may I use the Concierge Service?** The Concierge will provide Concierge Services, such as theater or dinner reservations, transportation requests, etc. to City Share Owners at any time, provided sufficient notice for the request is given and the service request is for the San Francisco Bay Area only. There is no guarantee that a particular request will be honored or that a particular accommodation will be available. There is no charge for Concierge Service, other than the actual cost of the tickets, fares, etc.

## **HOUSEKEEPING SERVICE**

Daily housekeeping service is provided without additional charge to assure that your Suite will be clean and neat during your stay at San Francisco Suites.

**1. Will I have to pay for housekeeping service while I am using my Suite?** Under ordinary circumstances there is no additional charge for housekeeping service during your occupancy of your Suite. **However, should occupancy of your suite by you or your guests cause additional housekeeping service to be required over and above that which is normally provided, you may be charged for such additional housekeeping service.**

## **GRATUITY**

**1. Is gratuity automatically added on to my bill? If not, what is the preferred method of gratuity?** No. Some resorts automatically add gratuity to your bill, but here at the Suites we leave it to the discretion of the owners and their guests. All of our Team-Members are extremely keen to assist you in making your stay more enjoyable. Requests such as additional linen, newspapers, dinner, show reservations, travel arrangements are routinely handled for you. Some of the salaries are modest and the additional income is much valued. Please consider adding a gratuity at Check-Out, the entire staff will greatly appreciate it.

## **MISCELLANEOUS RULES**

**1. Are children allowed to use my Suite and the Common Area?** Yes. However, persons under 18 years of age are not permitted to occupy your Suite or the Common Areas unless accompanied by you or an adult Guest 21 of age or older. To respect the comfort of all Guests, children must be supervised at all times.

**2. May I bring my pets to the Suite?** No. No pets may be brought into your Suite.

**3. Is there any control of noise on the Property?** The Association reserves the right to establish specific rules governing such potentially loud or disturbing activities as in the use of musical instruments, stereo equipment, or late evening entertaining.

**4. What happens if I leave personal items in my Suite when I check-out?** The Manager is not responsible for any personal items left by you or your Guests at check-out, but will endeavor to assist you in returning such items to you.

**5. How many persons may occupy my Suite?** The maximum allowable occupancy of a Master Suite is four (4) persons, and occupancy of Parlor Suites may continue to be used by more than two until the City Restrictions or the Fire Department clarifies any change.

**6. Are the Rules and Regulations subject to change?** Yes, the Association may amend the Rules and Regulations from time to time. You shall be notified of any changes which are made to the Rules and Regulations.

**7. How may I exchange my Use Period for time in other resorts?** Currently this Board is honoring the Exclusive Contract with Interval International which was renewed by previous management. As a member of Interval International ("II"), if you desire to exchange your Use Period through II, please consult your II directory and membership materials for the trading which govern reservation exchange requests.

**8. May I carry-over to any subsequent Ownership Year any time which I do not use and to which I would otherwise be entitled?** No. You may not accrue or carry-over to any subsequent Ownership Year any unused time with respect to any prior Ownership Year.

**9. At what time may I check-in to my Suite?** You may check-in on or after 3:00 PM on the first day of the Use Period that you have reserved.

**10. At what time must I check-out of my Suite?** You must check-out no later than 11:00 AM of the last day of the Use Period that you have reserved.