

# **RULES & REGULATIONS**

## **(Effective as of August 2022 for San Francisco Suites City Share Association)**

For your convenience, we have included Questions and Answers below to explain 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.

“Bonus Time”: means the use and occupancy of a Suite, the Common Areas, and the Common furnishings by owners, share adopters, and, if applicable, their guest(s); other than for regular use or exchange, and for which a fee is charged. The current fees are \$160 per night for a Parlor Suite and \$180 per night for a Master Suite.

Please understand that Bonus Time reservations will be confirmed on a space-available basis only, and that the Association will guarantee the reservation for only two nights per share. Bonus Time can be reserved only within seven days of the requested date of arrival. Also, please note that Bonus Time reservations cannot be cancelled. A Bonus Time reservation requires a credit card which will be charged if there is a no-show.

“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 dues are assessed on a Calendar/fiscal year with dues becoming delinquent if not paid by February 1.

“Cancellation”: means that an owner or share adopter can cancel a confirmed reservation up to seven days before occupancy without forfeiture of Regular Use time. Please be advised that an owner or share adopter may not cancel a confirmed reservation and then book the same time period under Bonus Time.

- “Designated Guests”:  
means three friends or family members chosen each year by an owner or share adopter to receive the standard rates for Bonus Time.
- “Guests”:  
means anyone other than an owner or share adopter who is occupying a Suite or using any Common Area or Common Furnishings.
- “Owner’s Use Period”:  
means the 12 month year by which each City Share Owner begins and ends Regular Use time. These dates vary and start on one of the four quarters of the year (January 1, April 1, July 1, October 1).
- “Regular Use”:  
means the use and occupancy of a Suite, the Common Areas, and Common Furnishings by owners, their guest(s), share adopters, or exchange user(s) for up to seven nights for each ownership year which they own.
- “Service Period”:  
means the four-hour period between Check-out Time (11:00 am) and Check-In Time (3:00 pm). But it also refers to the seven days during each calendar year when each City Share Unit is designated for an annual cleaning and maintenance. During this period the unit and its common furnishings are not subject to occupancy by an owner, guest, or exchange user. The Association management shall determine which seven days, not necessarily consecutive, will comprise the Service Period for each City Share Unit; thus, each calendar year a Suite will be occupied for 51 weeks.
- “Share Adopter”:  
means anyone who has gained some privileges of ownership by adopting a share owned by the Association, and paying its annual assessment and property taxes.
- “Suite”:  
means one of the sixteen (16) City Share Units, which are designated as Parlor Suites or Master Suites. (The seven Parlor Suites have Murphy Beds and no separate bedroom. The nine Master Suites include one bedroom.)
- “Unit Type”:  
means the type of City Share Unit designated in an owner’s Purchase Agreement and Original Deed, which determines which type of City Share Unit an owner may reserve for use and occupy if following the reservation procedures described in these Rules & Regulations.
- “Weekend Use”:  
Weekend nights are Friday nights, Saturday nights, and Holiday nights. Owners and share adopters may reserve only two weekend nights at a time per share, and they do not have to be consecutive.

## **RESERVATIONS**

City Share Owners and share adopters are entitled during an Ownership Year to occupy a Suite and the Common Areas, and to use the Common Furnishings for Use Periods comprising up to a maximum of seven nights for each City Share owned. In order to do so, an owner or share adopter must reserve a Suite in accordance with the stipulations listed below. Owners and share adopters are also entitled to Bonus Time during each Calendar Year, pending availability, occupying a Suite and the Common Areas, and to use the Common Furnishings, again in accordance with the stipulations above and below.

## **REGULAR USE RESERVATION**

### **Clarification of our Reservation Policies**

The Front Desk Concierges begin taking telephone reservations every morning beginning at 7:30 AM PDT and ending at 10:45 PM PDT. (These hours reflect the working schedule of Front Desk concierges.) Owners and share adopters may reserve as far as 270 days in advance for regular reservations and seven days ahead for Bonus nights. A one week or seven-consecutive-day reservation will be accepted on the 270<sup>th</sup> day. However, no modification can be made on this type of reservation. Any modification will cancel the entire seven-day or week reservation.

For the owners' and share adopters' convenience, the Web Site and Front Desk have a reservation calendar that can calculate 270 days in advance to assist them in making long-range reservations. Reservation requests via telephone messages, cell phone texts, faxes, and emails that do not comply with the 270-days-in-advance policy will not be honored. Only requests done by phone or in person with a Concierge can receive a definite confirmation. Please understand that phone messages, e-mails, and faxed reservation requests received before or after the daily working hours are not guaranteed. The Front Desk will respond to these requests and book these reservations in the order received, given the availability of the dates requested. Please remember that with 816 shares at the Suites, there is significant activity for the one Concierge who is responsible for the daily phone coverage. The Front Desk will always do the very best to book a preferred Suite or a requested date. However, to maximize booking opportunities, to avoid owners or share adopters having to change Suites during a multiple-night stay, and to accommodate the need for both a couch and a Murphy bed in Parlors, an owner or share adopter may be assigned a different suite than the one assigned in the original reservation. Please understand that any reservation changes are made to benefit all the owners or share adopters and will be done only with the approval and at the discretion of the General Manager.

Please note that the General Manager has the right to require from owners or share adopters upon check-in a credit card whose number may be kept on file or for the duration of their stay and whose purpose is to cover incidental charges.

## **QUESTIONS AND ANSWERS**

- 1. How do I reserve a Suite?** You may write, call, e-mail, fax, or stop by the Front 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 request 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 or share adopter requests the same time period?** Reservation requests are confirmed on a first-come, first-reserved 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 cancellation. The wait list is also on a first-come, first-confirmed 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 Share you own or adopt. Regarding weekend reservations, Weekend nights are Friday nights, Saturday nights, and Holiday nights, and you may reserve only two weekend nights at one time, consecutive or not. Only after the completion of the weekend stay may you request additional weekend nights within the same Ownership Year.

**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 Suite. The Concierge will also need to know the names and address, including an email address for each of your guests. In your absence, guests will be required to show proof of identification to sign a registration card, with at least one guest 21 years of age or older. Guests will also need to leave a credit card number upon check-in to cover incidental charges.

**7. Are there any other restrictions pertaining to my reservation?** Yes. Aside from the limit on weekend stay reservations (see above #5), 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 and share adopters and can be reserved only within seven days of the requested date of arrival. Please note that Bonus Time reservations cannot be cancelled. The Association will charge you a standard Bonus Time fee of \$160 per night for a Parlor Suite and \$180 per night for a Master Suite. Owners and share adopters do enjoy unlimited Bonus Time use, but reservations are limited to two consecutive nights at one time. If you desire additional nights beyond the two confirmed consecutive nights, they may be requested when you are actually using your 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. How can my Guests take advantage of Bonus Time?** Owners and share adopters can designate three family members or friends, whose names will remain on file for one year, to receive the standard rate for Bonus Time (\$160 for a Parlor Suite, and \$180 for a Master Suite). The owner or share adopter must make the reservation for any designated guests. Please remember that a credit card is needed to reserve Bonus Time, which will be charged if there is a no-show.

### **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, unless the reservation was made 270 days from arrival for a week or 7 days (which cannot be modified). As a reminder, you cannot reserve Bonus Time for that same period after canceling a

Regular Use reservation. If you cancel your Regular Use reservation less than 7 days prior to check-in time on the first day of the Use Period that you have reserved, or if you fail to occupy your Suite for that period of time, you will still 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 a Bonus Time reservation is cancelled, you will be charged for the use and occupancy of your Suite for the time period reserved unless your Suite is used and occupied by another Bonus Time User during such period; in no event will you be charged on your credit card for more than 2 days' use for occupancy.

Unless you notify the Concierge of your late arrival, failure to check-in within 20 hours after check-in time on the first day of the Use Period reserved for Bonus Time will 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 or share adopter from securing a confirmed reservation?** Yes. Your reservation request will not be considered if you are delinquent in the payment of any dues, 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 dues, 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 to any Common Furnishings.

**2. What happens if there is damage to my Suite during my stay?** Any missing and or damaged items that occurred during your stay will result in a repair or replacement cost, plus an administrative fee in the amount to be determined by the General Manager and the Board of Director's.

**3. 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 all guests - owners, share adopters, their family and friends - are encouraged to double-check the inventory list for accuracy. The houseman or housekeeper will check the Suite daily for any missing items; any damage or loss indicated by the houseman or housekeeper will be billed directly to you.

**4. May I redecorate my Suite?** No. Structural changes or removal of furniture, wall hangings, or floor coverings is not allowed. Redecorating by you or any other City Share owner, share adopter, or guest within your Suite or any other areas within the property is not permitted.

**5. 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 designated 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.

**6. Where can I smoke?** San Francisco Suites is a non-smoking property. Smoking anywhere on the property, including the roof and fire escapes, will result in a \$250.00 damage fee. Also, there is no smoking permitted immediately outside of the two entrances, at the Powell Street door or in the covered entryway on Pine Street.

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

**1. When and where is breakfast served?** Continental Breakfast can be served in the Board Room or delivered to your suite every day from 7:30 AM until 9:30 AM. You will find the menu and 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. Although there is no charge for casual use of the Board Room, if any in-house services are needed or required, there will be a flat \$30 fee, plus \$23 for set up and \$23 for break down for any staff member employed. Any of these services may be arranged through the Concierge or Manager at the time of reservation. The use of the Board Room is at the General Manager's discretion.

**3. May I use the lobby or other Common Areas when I am not in residence?** The lobby or other Common Areas 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, including any special house rules adopted for use of the lobby. Please keep in mind that all owners and 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 Concierges will provide Concierge Services, such as theater or dinner reservations, transportation requests, etc., to owners and share adopters 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 charge to assure you 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 gratuities to your bill, but here at the Suites we leave it to the discretion of the

owners, share adopters, and their guests. All of our Team-Members are very eager 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 staff salaries are modest and the additional income is much valued. Please consider adding a gratuity at check-out or in the gratuity envelope placed in your Suite. 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 years of age or older. To respect the comfort of all guests, children must be supervised at all times.

**2. May I bring my pet to the Suite?** No. Pets may not be brought into your Suite. However, by Federal law, the Suites must make reasonable accommodation for an assistance animal, i.e., a service dog. The owner or guest making the request for accommodation must provide information to the General Manager, prior to arrival, of a validated disability for which the assistance animal has been trained to offer necessary assistance or support. Of course, no assistance animal may be left unattended in a Suite for any amount of time.

**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 playing of musical instruments, stereo or television sound, 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 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) people; Parlor Suites may continue to be used by no more than four people until the City or the Fire Department effects any change in policy. A rollaway bed will incur a \$15.00 per night charge.

**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. May I exchange my Use Period for time in other resorts?** Yes but only through Board-approved exchange agencies whose names and contact information can be provided by the Front Desk or General Manager. It may be necessary to become a member of such agencies to exchange your Use Period for time in their resorts.

**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.

**11. Is parking available during my stay?** San Francisco Suites currently has arrangements with two parking services convenient to the facility. For self-parking, you may keep your vehicle at the SF City Parking Garage, 750 Bush St., for \$33 a day. For valet parking, with drop off and pick up at the Suites, your vehicle will be kept at a nearby hotel garage for \$51 a day. These rates are periodically changed, so you should check with the Front Desk before planning to use either service.

**12. Am I permitted to bring my bicycle to the Suites, and if so, where can I store it?**

No. We do not allow bicycles, scooters, and motorbikes, inside the Suites, nor do we have the capacity to store them on property while you stay at the Suites. If you would like to bring a bicycle while you stay at the Suites, please find an alternative storage facility before you arrive. If you need assistance finding a place to store your bicycle, please contact the front desk, and we will direct you to the Bush Street Garage where you can store your bicycle for a nominal fee.