

Application Checklist

Follow hyperlinks for corresponding forms and document examples

Assessor's Parcel Number: 0843-015

Property Address: 668-678 Page Street, San Francisco, CA 94117

	Item Description and Order	E-File Naming	Paper Original
1	Application Checklist	1.0 Application Checklist.pdf	
2	Cover Letter	2.0 Cover Letter.pdf	
3	Applicant Statement	3.0 Applicant Statement.pdf	
4	Tentative Parcel or Tentative Final Map	4.0 Tentative Map.pdf	
5	Subdivision and Mapping Fee Schedule Example Application Fees	5.0 Application Fees.pdf	YES
6	Preliminary Title Report	6.0 Preliminary Title Report.pdf	
7	Grant Deeds <input checked="" type="checkbox"/> Subject Property <input checked="" type="checkbox"/> Adjoiners	7.1 Subject Property.pdf 7.2 Adjoiner Deeds.pdf	
8	Other Recorded Maps or Block Research <input type="checkbox"/> Record Maps on block or as otherwise relevant (use similar naming convention for all relevant maps on blocks)	For example: 8.1 Parcel Map 26 PM 23.pdf 8.2 ROS EE Maps 182.pdf 8.3 Final Map B Maps 257.pdf 8.4 Historic Block Diagram 0334a.pdf	
9	Form 1 : Building History, Statement of Repairs & Improvements, Occupants, Rental History, and Proposed Prices	9.0 Building History.pdf	
10	Receipt of application for Physical Inspection or Physical Inspection Report (A Certificate of Final Completion (CFC) will be required prior to recordation of the subdivision map) [Sec. 1381(a)(4)(B)]	10.0 Physical Inspection.pdf	
11	Valid 3R Report [Sec. 1381(a)(2)] (Less than one year from date of issuance)	11.0 3R Report.pdf	
12	Proof of Owner's Occupancy: (both required) <input checked="" type="checkbox"/> Form 11 : Affidavit for Ownership/Occupancy <input checked="" type="checkbox"/> Homeowner's Property Tax Exemption	12.1 Affidavit for Ownership/Occupancy.pdf 12.2 Homeowner Tax Exemption.pdf	YES
13	Form 2A Form 2B : Tenant Intent to Purchase and/or Tenant Intent to Accept Offer of Lifetime Lease [Sec. 1396.4(g)(3)]	13.0 Tenant Intent – Purchase.pdf 13.1 Tenant Intent – ECP LL.pdf	
14	Form 3 : Acknowledgment of Fees	14.0 Acknowledgement of fees.pdf	
15	Form 4 : Owner's Release of Interest in Common Areas [Sec. 1323(6)]	15.0 Release in Common Areas.pdf	
16	Owner and Tenant Notification of Tentative Map Decision [Sec. 1314]	<input checked="" type="checkbox"/> 300-foot Radius Map (Final Maps Only)	16.1 Radius Map.pdf (Final Maps Only)
		<input checked="" type="checkbox"/> Address List	16.2 Address List
		<input checked="" type="checkbox"/> Prepared Envelopes	YES
17	Notice to Tenants of Proposed Conversion [Sec. 1381(a)(6) & Subdivision Map Act Sec. 66452.51]	17.0 Tenant Notice of Conversion.pdf	
18	Form 7 : Summary of Tenant Contacts [Sec. 1381(a)(4)(D)]	18.0 Tenant Contacts.pdf	

19	Form 8A : Subdivider's statement that the notice of conversion has been given to existing tenants [Sec. 1381(a)(6)(A) & Sec. 1381(a)(6)(C)]	19.0 Subd Notice to Existing Tenants.pdf	
20	Form 8B : Subdivider's commitment to provide a notice of conversion to new tenants [Sec. 1381(a)(6)(C)]	20.0 Subd Notice to New Tenants.pdf	
21	Form 9 : Subdivider's commitment to provide a right of first refusal to tenants to purchase their units [Sec. 1387]	21.0 Tenant Right of Refusal.pdf	
22	Photographs of subject property as follows: [Public Works Code Sec. 723.2 & Planning Code] <input checked="" type="checkbox"/> Front photo, including sidewalks with no obstructions <input checked="" type="checkbox"/> Photo from left side, including sidewalk with no obstructions <input checked="" type="checkbox"/> Photo from right side, including sidewalk with no obstructions <input checked="" type="checkbox"/> Photo of rear of property	22.0 Photographs.pdf	
23	Form 10 : Proposition M Findings [Planning Code Sec.101.1(b)]	23.0 Prop M Findings.pdf	
24	Form 12 : Owner's Affidavit – Eviction of Senior, Disabled, or Catastrophically Ill Tenants [Sec 1396.2(b)]	24.0 Affidavit Protected Tenants.pdf	YES
25	Form 13 : Owner's Affidavit – Eviction of Tenants [Sec. 1396.2(a)]	25.0 Affidavit Evictions.pdf	YES
26	TIC Agreement : Fully executed written agreement as of April 15, 2013 in which the owners each have an exclusive right of occupancy to individual units in the building to the exclusion of the owners of other units.	26.0 TIC Agreement.pdf	

Electronic Submittal for the Expedited Conversion Program

The Bureau of Street Use and Mapping has transitioned to the requirement that all applications be submitted electronically. Submitting electronically has many advantages including being able to transmit an application quickly via email, saving paper and copy expenses, and simplifying the contents of an application package.

Please read through the following instructions carefully.

Tip: Naming your files properly will greatly expedite the processing of your application.

- A. Download hyperlinked documents and create .pdf copies of all items listed in the checklist in the order indicated.
- B. Name each .pdf according to the item number and description in the checklist.
- C. Prepare files for electronic submittal
Create a zip file of all .pdfs. If the file size is small (less than 20mb), email to subdivision.mapping@sfdpw.org. Or, if the file size is too large to email, burn to CD or USB flash drive and submit application to 1155 Market Street, 3rd Floor, San Francisco, CA 94103.
- D. Document Submittal
 - a. Collate and organize all the copies of the required original paper forms using the Checklist. **It is the applicant's responsibility to submit a complete and organized application packet.** SFPW will not make extra copies of any requested and submitted document and will deem the application incomplete until the applicant submits all of the required materials.
 - b. Submit a completed and collated application packet to SFPW, Bureau of Street Use and Mapping located at 1155 Market Street, 3rd Floor, San Francisco, CA 94103.

INCOMPLETE SUBMITTALS WILL BE CHARGED AN ADDITIONAL \$250.00 APPLICATION PROCESSING FEE - FEES ARE NON-REFUNDABLE.

SIRKINLAW APC

388 Market Street • Suite 1300 • San Francisco • California • 94111 • 415.839-6406(v) • 707.922.8641(f)
r_macguinness@ticlawyers.com • www.andysirkin.com

City and County Surveyor
Director of Public Works
Bureau of Street Use and Mapping
1155 Market Street, 3rd Floor
San Francisco, CA 94103

September 25, 2017

APPLICATION FOR CONVERSION UNDER THE EXPEDITED CONVERSION PROGRAM

668-678 Page Street, San Francisco, CA 94117
APN: 0843-015

Dear County Surveyor:

In compliance with the California Subdivision Map Act, the San Francisco Subdivision Code, the San Francisco Subdivision Regulations, and all amendments thereto, please find enclosed for your review and processing an application under the Expedited Conversion Program for the proposed condominium subdivision of residential property, together with the Condominium Conversion Application Checklist and all applicable items, fees, documents and data.

The qualifying owners for this application are as follows:

Unit	Owner Names	Purchase Date	Move-in Date	Duration	% title
668	Geoffrey Raymond Pierce	Sept 9, 2008	Sept 10, 2008	9 years	1/6
674	Christopher Beahn Christine Han Beahn	October 7, 2008	October 11, 2008	12 years 10 mos	1/6
676	Alexander Edward Apke Anna Maria Munoz	May 28, 2010	May 28, 2010	7 years	1/6
678	Michel Bechirian Niloo Tehranchi	June 6, 2003	June 13, 2003	14 years	1/6

The application fee checks, owner and neighbor envelopes and original-signed Affidavits will be delivered to your office today.

Respectfully,

Rosemarie MacGuinness, as agent for the applicant subdivider
Attorney
Direct phone: 415.839-6406
Email: r_macguinness@ticlawyers.com

Applicant Statement

Assessor's Parcel Number: 0843-015

Property Address: 668-678 Page Street, San Francisco, CA 94117

Owner Information

Name(s): Peter M. Owens, Carolyn A. Radisch, Stephen L. Owens
Michel Bechirian, Niloo Tehranchi, Alexander E. Apke
Anna M. Munoz, Spencer K. Jones, Christopher Beahn, Christine Han
Beahn, Geoffrey Pierce

Application Contact (if different from Owner)

Name(s): Rosemarie MacGuinness
Address: 388 Market Street, Ste 1300, San Francisco, CA 94111
Phone: 415-839-6406
Email: r_macguinness@ticlawyers.com

Firm or Agent Preparing Subdivision Map

Name(s): Katherine S. Anderson, Vara Land Surveying
Address: 912 Cole Street, San Francisco, CA 94117
Phone: 415-871-5283
Email: kateandersonpls@gmail.com

Number of Units in Project: 6

Number of Tenant Occupied Units: _____

Choose One:

	2-4 Units	5-6 Units
Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mixed-Use	<input type="checkbox"/>	<input type="checkbox"/>
	Number of residential: _____	Number of residential: _____
	Number of commercial: _____	Number of commercial: _____

I (We) declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.



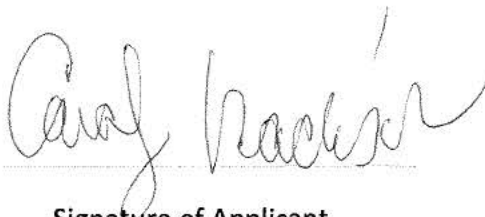
Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Niloo Tehranchi

Signature of Applicant

Printed Name

Date

Alexander E. Apke

Signature of Applicant

Printed Name

Date

I (We) declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Peter M. Owens

Signature of Applicant

Printed Name

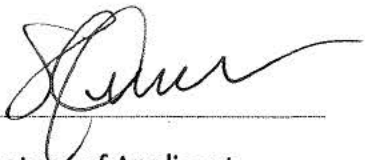
Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date



Signature of Applicant

Stephen L. Owens

Printed Name

9/11/17

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Niloo Tehranchi

Signature of Applicant

Printed Name

Date

Alexander E. Apke

Signature of Applicant

Printed Name

Date

I (We) declare, under penalty of perjury, that I am (we are) the owner(s) [authorized agent of the owner(s)] of the property that is subject of this application, that the statements herein and in the attached exhibits present the information required for this application, and the information presented is true and correct to the best of my (our) knowledge and belief.

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

M. Bechirian

Signature of Applicant

Michel Bechirian

Printed Name

9/5/17

Date

Niloo Tehranchi

Signature of Applicant

Niloo Tehranchi

Printed Name

9/5/17

Date

Alexander E. Apke

Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017

Date



Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17

Date



Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17

Date



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17

Date

Signature of Applicant

Printed Name

Date

STEINER STREET

68.75' WIDE

LEGEND:

BC BACK OF CURB
BW BOTTOM OF WALL
CNC CONCRETE
FL FLOW LINE
ELV ELEVATION AT GROUND
TW TOP OF WALL

BOUNDARY NOTES:

PROPERTY AND RIGHT-OF-WAY LINES SHOWN HEREON ARE BASED ON RECORD DATA AND NOT INTENDED TO BE A DETAILED FINAL SURVEY OF THE PROPERTY. BOUNDARY INFORMATION SHOWN HEREON IS FOR PLANNING PURPOSES ONLY.

ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED

ALL DISTANCED ARE MEASURED IN FEET AND DECIMALS THEREOF.

THIS MAP IS FOR THE CONVERSION OF 6 EXISTING RESIDENTIAL UNITS TO 6 RESIDENTIAL CONDOMINIUM UNITS.

DATE OF SURVEY:

TOPOGRAPHIC INFORMATION SHOWN HERE IS BASED ON A FIELD SURVEY PERFORMED BY KATHARINE ANDERSON, PLS ON APRIL 14, 2014.

SURVEY REFERENCE:

THE SURVEY HEREON IS BASED ON THE LEGAL DESCRIPTION DESCRIBED IN THE FOLLOWING GRANT DEED:
LOT 15: RECORDED SEPTEMBER 27, 2012, DOCUMENT NUMBER 2012-J512644-00, ON REEL K741 AT IMAGE 0130.

PROJECT BENCHMARK:

ELEVATIONS SHOWN HEREON WERE OBTAINED FROM A GROUP OF CITY BENCHMARKS, LOCATED AT THE INTERSECTION OF PAGE AND FILLMORE STREETS, ELEVATIONS ARE BASED ON CITY AND COUNTY OF SAN FRANCISCO DATUM. NE CORNER, 48'E + CUT E SIDE LOWER TERRAZZO STEP. ELEVATION = 182.078'

OWNERS:

PETER M. OWENS, CAROLYN A. RADISCH, STEPHEN L. OWENS, MICHEL BECHIRIAN, NILOO TEHRANCHI, ALEXANDER E. APKE, ANA M. MUNOZ, SPENCER K. JONES, GEOFFREY PIERCE, CHRISTOPHER BEAHN, AND CHRISTINE HAN BEAHN.
668-678 PAGE STREET
SAN FRANCISCO CA 94117

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY.

DATE: 4/16/2014

KATHARINE S. ANDERSON, P.L.S.
LICENSE NO. 8499



CONDOMINIUM CONVERSION
TENTATIVE FINAL MAP
668-678 PAGE STREET
ASSESSOR'S BLOCK 0843, LOT 15

SHEET
1 OF 1

JOB NUMBER
14-113
APRIL, 2014

ASSESSOR'S BLOCK 0843

LOT 16

PAGE STEINER
ASSOCIATES LLC
2011-J281612-00
K497 O.R. 0064

LOT 17

NEPLOKH
2004-H862641-00
I778 O.R. 0144

LOT 18

KEBBE
2004-H873799-00
I788 O.R. 0395

PARCEL "A"

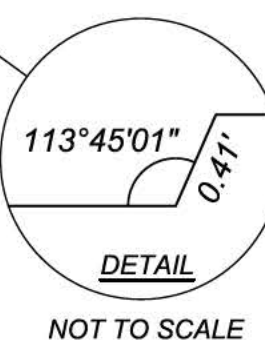
LOT 15

4,037± SQ FT
APKE, ET AL.
2012-J512644-00
K741 O.R. 0130

LOT 14

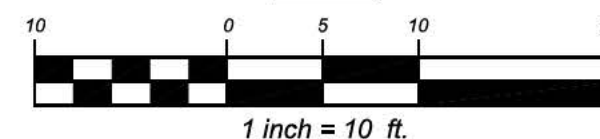
SILVA
2006-I178985-00
J144 O.R. 0225

GARAGE
LEVEL
SHOWN



NOT TO SCALE

SCALE



DATE:	APRIL, 2014
SCALE:	1" = 10'
DRAWN BY:	KSA
DRAWING NAME:	14-113.DWG
CHECKED BY:	KSA
SURVEYED BY:	KSA

KATHARINE S. ANDERSON
PROFESSIONAL LAND SURVEYOR
VARA LAND SURVEYING
912 COLE STREET #123, SAN FRANCISCO CALIFORNIA
(415) 871 - 5283

668-678 PAGE ST.
672 PAGE ST
SAN FRANCISCO, CA 94117

1036

DATE 9.19.17

11-35/1210
33

PAY TO THE ORDER OF Dept of Public Works \$ 250.00
Two hundred fifty even DOLLARS

Bank of America

ACH R/T 121000358

FOR APN 0843-015

TE MNO

MP

668-678 PAGE ST.
672 PAGE ST
SAN FRANCISCO, CA 94117

1037

DATE 9.18.17

11-35/1210
33

PAY TO THE ORDER OF Dept of Public Works \$ 10,782.00
ten thousand seven hundred eighty two and 00/100 DOLLARS

Bank of America

ACH R/T 121000358

FOR APN 0843-015

TE MNO

MP

Visit Us on our Website: www.ctic.com



ISSUING OFFICE: 2150 John Glenn Drive, Suite 400, Concord, CA 94520

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
1929 Market Street • San Francisco, CA 94103
(415)252-2757 • FAX (415)865-2696

***Another Prompt Delivery From Chicago Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Amendment D

Title Officer: Glenn Harner
Email: glenn.harner@titlegroup.fntg.com
Title No.: FWPN-3651400327-GH

Escrow Officer: Barbara Jimenez
Email: jimenezb@CTT.com
Escrow No.: FWPN-3651400327 -BJ

TO: Michel Bechirian

Attn: Michel Bechirian

PROPERTY ADDRESS(ES): 668-678 Page Street, San Francisco, CA

EFFECTIVE DATE: August 4, 2017 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990

ALTA Loan Policy 2006

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

"Continued on next page"

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Peter M. Owens and Carolyn A. Radisch, husband and wife, as joint tenants, as to an undivided 2/18 interest;

Stephen L. Owens, a married man, as his sole and separate property, as to an undivided 1/18 interest;

Michel Bechirian and Niloo Tehranchi, husband and wife, as community property with right of survivorship, as to an undivided 1/6 interest;

Alexander E. Apke and Anna M. Munoz, husband and wife as community property with right of survivorship as to an undivided 1/6 interest;

Spencer K. Jones, a married man as his sole and separate property as to an undivided 1/6 interest;
Geoffrey Pierce, an unmarried man, as to an undivided 1/6 interest;

Christopher Beahn and Christine Han Beahn, husband and wife as community property with right of survivorship as to an undivided 1/6 interest

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): Lot 15, Block 843

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING at a point on the Northerly line of Page Street, distant thereon 100 feet Easterly from the Easterly line of Steiner Street; running thence Easterly and along said Northerly line of Page Street 37 feet 10-1/2 inches; thence at a right angle Northerly 15 feet 9 inches; thence at a right angle Northwesterly along a line which if extended would intersect the Easterly line of Steiner Street at a point thereon 76 feet 5 inches Northerly from the Northerly line of Page Street 4-1/2 inches, more or less, to a point distant 137 feet 6 inches Easterly from the Easterly line of Steiner Street, measured along a line drawn at right angles thereto; thence Northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle Westerly 37 feet 6 inches; thence at a right angle Southerly 107 feet 6 inches to the Northerly line of Page Street and the point of commencement.

BEING a portion of Western Addition Block No. 370.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2017-2018.
2. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
3. The herein described property lies within the boundaries of a Mello Roos Community Facilities District ("CFD"), as follows:

CFD No: 90 1
For: School Facility Repair and Maintenance

This property, along with all other parcels in the CFD, is liable for an annual special tax. This special tax is included with and payable with the general property taxes of the City and County of San Francisco. The tax may not be prepaid.

Further information may be obtained by contacting:

Chief Financial Officer
San Francisco Unified School District
135 Van Ness Ave. - Room 300
San Francisco, CA 94102
Phone (415) 241-6542

4. Matters contained in that certain document entitled "Memorandum of Notice Regarding Withdrawal of Unit from Rent or Lease" dated January 6, 2003, executed by and between Peter M. Owens; Carolyn A. Radisch; Stephen L. Owens recorded January 8, 2003, Instrument No. 2003-H333414, Official Records.

Reference is hereby made to said document for full particulars.

5. Notice of Special Restrictions under the City Planning Code of the City and County of San Francisco upon the terms and conditions contained therein

Recording Date: April 30, 2003
Recording No.: 2003-H427409, Official Records

Reference is made to said document for full particulars.

Amended Notice of Constraints on Real Property, recorded September 24, 2003, as Instrument No. H547090, Official Records.

EXCEPTIONS
(continued)

6. Notice of Special Restrictions under the City Planning Code of the City and County of San Francisco upon the terms and conditions contained therein

Recording Date: September 24, 2003
Recording No.: 2003-H547091, Official Records

Reference is made to said document for full particulars.

7. Matters contained in that certain document entitled "Grant of Life Estate" dated June 15, 2005, executed by and between Peter M. Owens, Carolyn A. Radisch and Stephen L. Owens; and Iris Canada recorded October 19, 2005, Instrument No. 2005-I054455, Official Records.

Reference is hereby made to said document for full particulars.

8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$250,000.00
Dated: October 6, 2005
Trustor/Grantor: Iris Canada
Trustee: Old Republic Title Company
Beneficiary: Peter M. Owens, Carolyn A. Radisch and Stephen L. Owens
Recording Date: October 19, 2005
Recording No.: 2005-I054456, Official Records

(Note: Chicago Title Company will require a full reconveyance be recorded before this item will be removed from our report)

9. Matters contained in that certain document entitled "Memorandum of Agreement and Non-Partition Covenant" dated 05/24/2010 05/27/2010 05/26/2010, executed by and between Geoff Pierce; Spencer K. Jones; Tyler J. Barrick; Christine Han Beahn; Christopher Beahn; Alexander Apke; Michael Bechirian; Stephen Owens; Peter M. Owens, Trustee of the Peter M. Owens Living Trust UDT 4/6/2006; Carolyn A. Radisch, Trustee of The Carolyn A. Radisch Living Trust UDT 4/6/2006 recorded May 28, 2010, Instrument No. 2010-I975635, Official Records.

Reference is hereby made to said document for full particulars.

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$375,000.00
Dated: May 1, 2012
Trustor/Grantor: Spencer K. Jones, a married man as his sole and separate property
Trustee: Christopher T. Goettke
Beneficiary: NCB, FSB, a Federal Savings Bank
Recording Date: May 8, 2012
Recording No.: 2012-J407543, Official Records

Affects: Trustor's interest only

EXCEPTIONS
(continued)

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$416,250.00
Dated: September 28, 2012
Trustor/Grantor: Geoffrey Pierce, an unmarried man
Trustee: Chicago Title Company
Beneficiary: Sterling Bank & Trust, F.S.B., a Federal Savings Bank
Loan No.: 000006622
Recording Date: October 10, 2012
Recording No.: 2012-J517852, Official Records

Affects: Trustor's interest only

12. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$600,000.00
Dated: October 22, 2016
Trustor/Grantor: Christopher Beahn and Christine Han Beahn, husband and wife as community property, with right of survivorship
Trustee: Christopher T. Goettke, A National Bank
Beneficiary: National Cooperative Bank, N.A., a National Bank
Recording Date: October 27, 2016
Recording No.: 2016-K350823, Official Records

13. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$445,000.00
Dated: March 1, 2017
Trustor/Grantor: Alexander E. Apke and Anna M. Munoz, husband and wife, as community property with right of survivorship
Trustee: Old Republic Title Company
Beneficiary: Sterling Bank & Trust, F.S.B.
Recording Date: March 8, 2017
Recording No.: 2017-K418222, Official Records

14. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$735,000.00
Dated: May 5, 2017
Trustor/Grantor: Michel Bechirian and Niloo Tehranchi, husband and wife as community property with right of survivorship
Trustee: Christopher T. Goettke, a National Bank
Beneficiary: National Co-operative Bank, N.A., a National Bank
Loan No.: 830457710
Recording Date: May 10, 2017
Recording No.: 2017-K449068 of Official Records

EXCEPTIONS
(continued)

15. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(ies),

Party(ies): Stephen L. Owens, Carolyn A. Radisch, Christine Han Beahn and Peter M. Owens

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

16. Any rights, interests or claims which are not disclosed by the public records, whether or not such rights, interests or claims could be ascertained by making inquiry of the co-tenants and/or any person or persons claiming under them.

If the Company is asked to insure less than all tenants-in-common owners, the above will be shown on any policy of title insurance.

SSC
3/31/17

END OF EXCEPTIONS

NOTES

- Note 1.** Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Code Area: 1000
Tax Identification No.: Lot 15, Block 843
Fiscal Year: 2016-2017
1st Installment: \$19,223.92
2nd Installment: \$19,223.92
Exemption: \$35,000.00
Land: \$1,754,921.00
Improvements: \$1,470,176.00
Bill No.: 034412

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- Note 2.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Multiple Family Dwelling, known as 668-678 Page Street, San Francisco, California, to an Extended Coverage Loan Policy.

- Note 3.** Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Alexander E. Apke and Anna M. Munoz, who currently holds title as Ana M. Munoz, husband and wife, as community property with right of survivorship
Grantee: Alexander E. Apke and Anna M. Munoz, husband and wife as community property
with right of survivorship
Recording Date: March 8, 2017
Recording No.: 2017-K418221, Official Records

- Note 4.** A recorded Certificate of Energy Compliance for the property described herein recorded May 20, 2010, Instrument No. 2010-I969124, Official Records.

- Note 5.** Effective December 27, 2016, as mandated through local ordinance, the transfer tax rates are as follows:

More than \$100 but Less than or Equal to \$250,000 at \$2.50 for each \$500 (\$5.00 per thousand)
More than \$250,000 but Less than \$1,000,000 at \$3.40 for each \$500 (\$6.80 per thousand)
\$1,000,000 or More but Less than \$5,000,000 at \$3.75 for each \$500 (\$7.50 per thousand)
\$5,000,000 or More but Less than \$10,000,000 at \$11.25 for each \$500 (\$22.50 per thousand)
\$10,000,000.00 or More but Less than \$24,999,000 at \$13.75 for each \$500 (\$27.50 per thousand)
\$25,000,000.00 or More at \$15.00 for each \$500.00 or portion thereof (\$30.00 per thousand)

NOTE: These rates are for documents recorded on or after December 27, 2016, regardless of when the instrument was executed.

NOTES
(continued)

- Note 6.** If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.

- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and

- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;

- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ATTACHMENT ONE
(CONTINUED)**

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t] [or T] his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.]
7. [Variable exceptions such as taxes, easements, CC&R's, etc., shown here.]

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY - ASSESSMENTS PRIORITY (04-02-15)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC – Chicago Title Company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company
FNTCCA – Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be thirty-two percent (32%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

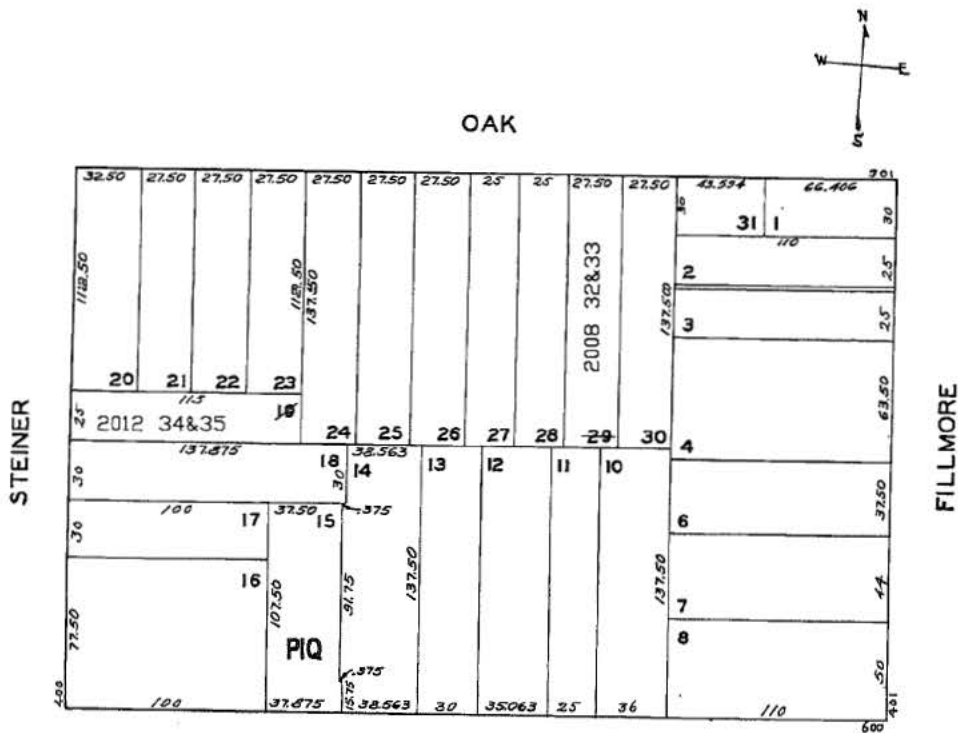
Important: This plat is not a
survey. It is furnished as a
convenience to locate the land
in relation to adjoining streets
and other lands and not to
guarantee any dimensions,
distances, bearings or acreage.

W A BLK. 370 **843**

Revised 2008
Revised 2012

LOTS MERGED

5 - 4 - 1944
9 - 8 - "
lot 29 into lots 32&33 for 2008 roll
lot 19 into lots 34&35 for 2012 roll





PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0219019377

APN: Lot 015; Block 0843

Situs: 676 Page

When Recorded Mail Document and Tax Statements to:

Alexander E. Apke & Anna M. Munoz

676 Page

San Francisco, CA 94117

20179K41822100003

San Francisco Assessor-Recorder

Carmen Chu, Assessor-Recorder

DOC 2017-K418221-00

Acct 5002-Old Republic Title Company

Wednesday, MAR 08, 2017 08:53:02

Ttl Pd \$24.00

Nbr-0005564514

ofa/RE/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is ~~\$0.00~~ No change in ownership

☒ (X) computed on full value of property conveyed, or

☐ () computed on full value less of liens and encumbrances remaining at time of sale.

☐ () Unincorporated area: ☒ (X) City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Alexander E. Apke and Anna M. Munoz, who currently holds title as Ana M. Munoz husband and wife, as community property with right of survivorship

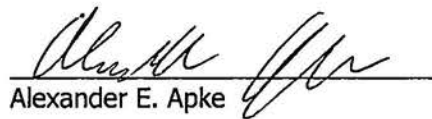
hereby GRANT(S) to

Alexander E. Apke and Anna M. Munoz, husband and wife as community property with right of survivorship

that property in City of San Francisco, San Francisco County, State of California, described as:

See "Exhibit A" attached hereto and made a part hereof.

Date: February 28, 2017


Alexander E. Apke


Anna M. Munoz

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of SAN FRANCISCO

On MAR. 1, 2017 before me, DAISY DEGUZMAN a Notary Public, personally appeared ALEXANDER E. APLE & ANNA M. MUNOZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

Name: DAISY DEGUZMAN

(Typed or Printed)

(Seal)

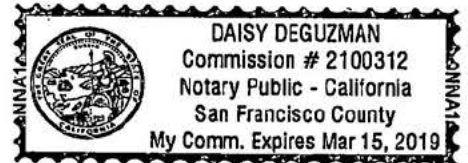


EXHIBIT A

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

An undivided 1/6th Tenancy in Common Interest in and to the following described Real Property:

Commencing at a point on the Northerly line of Page Street, distant thereon 100 feet Easterly from the Easterly line of Steiner Street; running thence Easterly and along said Northerly line of Page Street 37 feet 10-1/2 inches; thence at a right angle Northerly 15 feet 9 inches; thence Northwesterly along a line which if extended would intersect the Easterly line of Steiner Street at a point thereon 76 feet 5 inches Northerly from the Northerly line of Page Street 4-1/2 inches, more or less, to a point distant 137 feet 6 inches Easterly from the Easterly line of Steiner Street, measured along a line drawn at right angles thereto; thence Northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle Westerly 37 feet 6 inches; thence at a right angle Southerly 107 feet 6 inches to the Northerly line of Page Street and the point of beginning.

Being a portion of Western Addition Block No. 370

Assessor's Lot 015; Block 0843

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): Lot 15, Block 843

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

COMMENCING at a point on the Northerly line of Page Street, distant thereon 100 feet Easterly from the Easterly line of Steiner Street; running thence Easterly and along said Northerly line of Page Street 37 feet 10-1/2 inches; thence at a right angle Northerly 15 feet 9 inches; thence at a right angle Northwesterly along a line which if extended would intersect the Easterly line of Steiner Street at a point thereon 76 feet 5 inches Northerly from the Northerly line of Page Street 4-1/2 inches, more or less, to a point distant 137 feet 6 inches Easterly from the Easterly line of Steiner Street, measured along a line drawn at right angles thereto; thence Northerly and parallel with Steiner Street 91 feet 9 inches; thence at a right angle Westerly 37 feet 6 inches; thence at a right angle Southerly 107 feet 6 inches to the Northerly line of Page Street and the point of commencement.

BEING a portion of Western Addition Block No. 370.

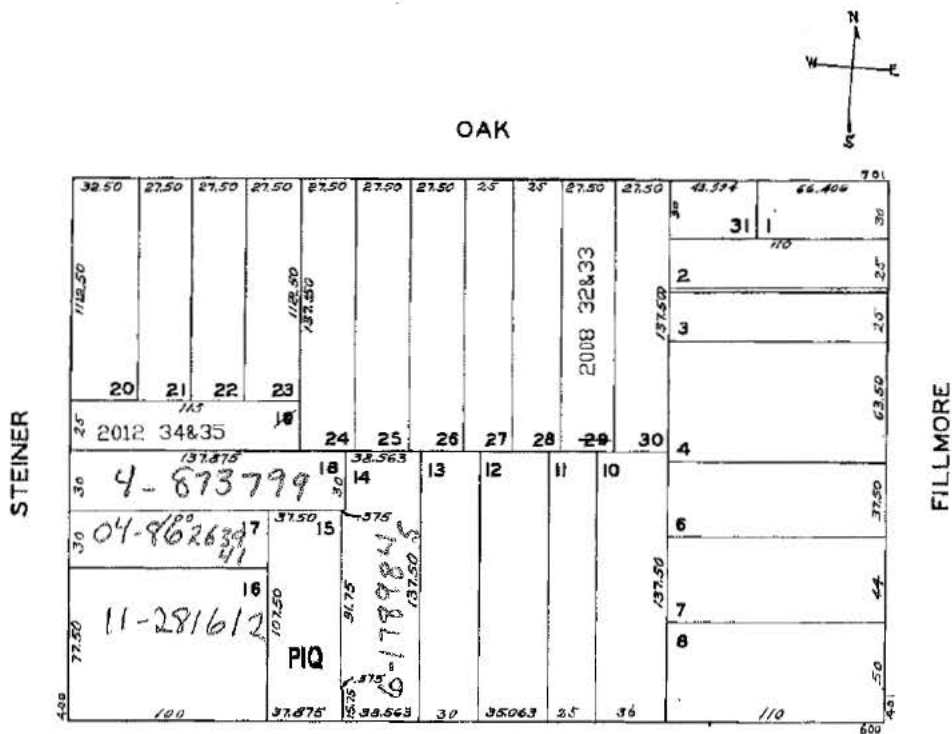
Important: This plat is not a survey. It is furnished as a convenience to locate the land in relation to adjoining streets and other lands and not to guarantee any dimensions, distances, bearings or acreage.

W A BLK. 370 843

Revised 2008
Revised 2012

5 - 4 - 1944
9 - 6 - "

lot 29 into lots 32&33 for 2008 roll
lot 19 into lots 34&35 for 2012 roll



PAGE

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name: Gail Jean Silva & Sharon Marie Silva
Street Address: 632 Page Street
City: San Francisco, CA

RECORDING FEE: \$1.00

W29563

1973 NOV -2 PM 3:29

SAN FRANCISCO, CALIF.
MARTIN-MONGAN
RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

NAME: SAME AS ABOVE

DOCUMENTARY TRANSFER TAX: \$47.30

COMPUTED ON THE VALUE OF PROPERTY CONVEYED, OR
COMPUTED ON THE VALUE OF THE ENCUMBRANCES
REMAINING THEREON AT THE TIME OF SALE.

SAN FRANCISCO TITLE (PA)

SIGNATURE OF DECLARANT OR AGENT (SEE INSTRUCTIONS) - PRINT NAME
BY: San Francisco

TRANSFER TAX: \$47.30

GRANT DEED

(ENCLOSURE No. 316412)

By this instrument dated October 30, 1973, for a valuable consideration,

HARDY M. WILLIAMS, a single man

hereby GRANTS to

**GAIL JEAN SILVA, a single woman and
SHARON MARIE SILVA, a single woman, as joint tenants**
the following described Real Property in the State of California, County of San Francisco

City of San Francisco


BEGINNING at a point on the northerly line of Page Street, distant thereon 137 feet 10-1/2 inches easterly from the easterly line of Steiner Street; running thence easterly along the northerly line of Page Street 38 feet 6-3/4 inches; thence at a right angle northerly 137 feet 6 inches; thence at a right angle westerly 38 feet 6-3/4 inches; thence at a right angle southerly 137 feet 6 inches to the northerly line of Page Street and the point of beginning.

BEING a portion of Western Addition Block Number 370.

Hardy M. Williams
Hardy M. Williams

STATE OF CALIFORNIA }
COUNTY OF San Francisco } ss. County and State, personally appeared Hardy M. Williams before me, the undersigned, a Notary Public in and for said State, who is known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary's Signature: *Frances Reynolds*



MAIL TAX STATEMENTS AS DIRECTED ABOVE

RECORDING REQUESTED BY:
Richard J. Lee

WHEN RECORDED RETURN TO:
Richard J. Lee
11 Embarcadero West, Suite 140
Oakland, CA 94607-4543

MAIL TAX STATEMENTS TO:
Sharon Silva
632 Page Street
San Francisco, CA 94117

San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2006-1178985-00
Check Number 1785
Friday, MAY 19, 2006 09:50:52
Ttl Pd \$9.00 Nbr-000299542
REEL J144 IMAGE 0225
ced/ER/1-1

TRUST TRANSFER DEED

The undersigned Grantor declares under penalty of perjury that the following is true and correct: There is no consideration for this transfer. This transfer is not pursuant to a sale.

DOCUMENTARY TRANSFER TAX IS: None. There is no Documentary transfer tax due. This is a transfer to a revocable trust by the Grantor.

GRANTOR, SHARON MARIE SILVA hereby GRANTS to SHARON MARIE SILVA, as Trustee of the SHARON M. SILVA REVOCABLE TRUST, her undivided interest in the real property in the County of San Francisco, State of California, described as:

BEGINNING at a point on the northerly line of Page Street, distant thereon 137 feet 10-1/2 inches easterly from the easterly line of Steiner Street; running thence easterly along the northerly line of Page Street 38 feet 6-3/4 inches; thence at a right angle northerly 137 feet 6 inches; thence at a right angle westerly 38 feet 6-3/4 inches; thence at a right angle southerly 137 feet 6 inches to the northerly line of Page Street and the point of beginning.

BEING a portion of Western Addition Block Number 370.

★ AP No. Block 0843, Lot 14.

Dated: May 2, 2006

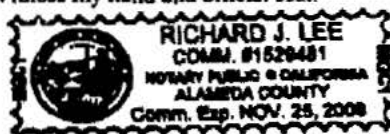
SHARON MARIE SILVA

ACKNOWLEDGMENT

State of California)
County of Alameda)

On, May 2, 2006 before me, Richard J. Lee, the undersigned Notary Public, personally SHARON MARIE SILVA personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

Witness my hand and official seal.



Notary Public in and for said State

RECORDING REQUESTED BY:
Richard J. Lee

WHEN RECORDED RETURN TO:
Richard J. Lee
11 Embarcadero West, Suite 140
Oakland, CA 94607-4543

MAIL TAX STATEMENTS TO:
Gail Silva
632 Page Street
San Francisco, CA 94117


San Francisco Assessor-Recorder
Phil Ting, Assessor-Recorder
DOC- 2006-I178984-00
Check Number 178W
Friday, MAY 19, 2006 09:50:43
Ttl Pd \$9.00 Nbr-0002999541
REEL J144 IMAGE 0224
end/EN/1-1

TRUST TRANSFER DEED

The undersigned Grantor declares under penalty of perjury that the following is true and correct: There is no consideration for this transfer. This transfer is not pursuant to a sale.

DOCUMENTARY TRANSFER TAX IS: None. There is no Documentary transfer tax due. This is a transfer to a revocable trust by the Grantor.

GRANTOR, GAIL JEAN SILVA hereby GRANTS to GAIL JEAN SILVA, as Trustee of the GAIL J. SILVA REVOCABLE TRUST, her undivided interest in the real property in the County of San Francisco, State of California, described as:

BEGINNING at a point on the northerly line of Page Street, distant thereon 137 feet 10-1/2 inches easterly from the easterly line of Steiner Street; running thence easterly along the northerly line of Page Street 38 feet 6-3/4 inches; thence at a right angle northerly 137 feet 6 inches; thence at a right angle westerly 38 feet 6-3/4 inches; thence at a right angle southerly 137 feet 6 inches to the northerly line of Page Street and the point of beginning.

BEING a portion of Western Addition Block Number 370.

AP No. Block 0843, Lot 14.

Dated: May 2, 2006

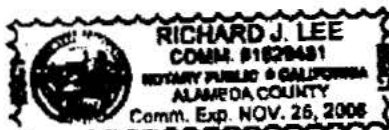

GAIL JEAN SILVA

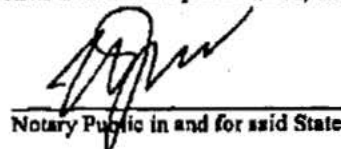
ACKNOWLEDGMENT

State of California)
County of Alameda)

On, May 2, 2006 before me, Richard J. Lee, the undersigned Notary Public, personally GAIL JEAN SILVA personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed this instrument.

Witness my hand and official seal.




Notary Public in and for said State

RECORDING REQUESTED BY:

Fidelity National Title Company
 Escrow No.: 11-738433-GL
 Locate No.: CAFNT0938-0938-0005-0000738433
 Title No.: 11-738433-JJ

When Recorded Mail Document and Tax Statement To:

Page Steiner Associates LLC
 431 Steiner Street
 San Francisco, CA 94117

690 PAGE STEINER

APN: Lot 016, Block 0843



San Francisco Assessor-Recorder
 Phil Ting, Assessor-Recorder

DOC- 2011-J281612-00

Recd 11-FIDELITY NATIONAL Title Company

Thursday, OCT 06, 2011 08:00:00

Ttl Pd \$21.00 Rcpt # 0004256805

REEL K497 IMAGE 0064

081/00/1-2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

The undersigned grantor(s) declare(s)

Documentary transfer tax is (TRANSFER TAX SHOWN ON SEPARATE PAGE)

{ computed on full value of property conveyed, or
 { computed on full value less value of liens or encumbrances remaining at time of sale,
 { Unincorporated Area City of San Francisco,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, San Francisco Peninsula Southern Baptist Association, a California Corporation

hereby **GRANT(S)** to Page Steiner Associates LLC, a California Limited Liability Company

the following described real property in the City of San Francisco, County of San Francisco, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DATED: September 29, 2011

State of California

County of SAN FRANCISCO

On 10-4-2011

STEVE B. SALVEJO before me,
 (here insert name and title of the officer), Notary Public

ARTHUR MCKAY JR personally appeared

San Francisco Peninsula Southern Baptist Association

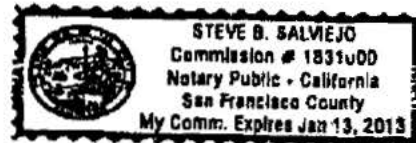
By: [Signature]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Signature] (Seal)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213 (Rev 12/07)
 (grant)(06-09)

GRANT DEED

Escrow No.: 11-738433-GI
Locate No.: CAFNT0938-0938-0005-0000738433
Title No.: 11-738433-JJ

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Commencing at a point of intersection of the Northerly line of Page Street and the Easterly line of Steiner Street, running thence Northerly and along said line of Steiner Street 77 feet 6 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 77 feet 6 inches to the Northerly line of Page Street; thence at a right angle Westerly along said line of Page Street 100 feet to the point of commencement.

Being a part of Western Addition Block No. 370.

APN: Lot 016, Block 0843

83
RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No. 937313-NDL
Title Order No. 00937313

When Recorded Mail Document
and Tax Statement To:
Eric A. Neplokh
2001 Union Street, #270
San Francisco, CA 94123

San Francisco Assessor-Recorder
Mabel S. Teng, Assessor-Recorder
DOC- 2004-H862641-00
Acct 11-FIDELITY NATIONAL Title Company
Tuesday, DEC 07, 2004 08:00:00
Tel Pd \$8,725.00 Nbr-0002638551
REEL I778 IMAGE 0144
0J1/JL/1-2

APN: Lot 17, Block 843
410 Steiner Street, SF, CA

GRANT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$8,715.00

- ☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale,
☐ Unincorporated Area City of San Francisco

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Harriet Clare Isaac, Administrator of The Estate of Guy Antony Hudson, deceased pursuant to Certified Letters of Administration filed in the Superior Court of California, County of San Francisco on 9/16/04, under case number PES-04-286319, a certified copy recorded concurrently herewith;

hereby GRANT(S) to Eric A. Neplokh, A Married Man as his Sole and Separate Property

the following described real property in the City of San Francisco
County of San Francisco, State of California;
SEE EXHIBIT ONE ATTACHED HERETO AND MADE A PART HEREOF

DATED: December 1, 2004

STATE OF CALIFORNIA
COUNTY OF Riverside
ON December 3, 2004 before me,
Michelle Greenway Notary Public, personally appeared
Harriet Clare Isaac

The Estate of Guy Antony Hudson, deceased

By: Harriet Clare Isaac
Harriet Clare Isaac, Administrator

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature Michelle Greenway



MAIL TAX STATEMENTS AS DIRECTED ABOVE

FD-213 (Rev 7/95)

GRANT DEED

Esrow No. 937313-NDL
Title Order No. 00937313

H862641

EXHIBIT ONE

BEGINNING at a point on the Easterly line of Steiner Street, distant thereon 167 feet 6 inches Southerly from the Southerly line of Oak Street; running thence Southerly along said line of Steiner Street 30 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 30 feet; thence at a right angle Westerly 100 feet to the point of beginning.

BEING a portion of Western Addition Block No. 370.

8-1

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No. 937313-NOL
Title Order No. 00937313

When Recorded Mail Document To:
Eric Neplokh
2001 Union Street, #270
San Francisco, CA 94123

San Francisco Assessor-Recorder
Mabel S. Teng, Assessor-Recorder
DOC- 2004-H862639-00
Recd 11-FIDELITY NATIONAL Title Company
Tuesday, DEC 07, 2004 08:00:00
Ttl Pd \$12.00 Nbr-0002638549
REEL I778 IMAGE 0142
011/JL/1-2

410 Steiner Street, SF, CA
APN: Lot 17, Block 843

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERSPOUSAL TRANSFER DEED

(Excluded from reappraisal under California Constitution Article 13 A Section 1 et seq.)

The undersigned grantor(s) declare(s)
Documentary transfer tax is \$ 0 City Tax is \$

- is exempt from imposition of the Documentary Transfer Tax pursuant to Revenue and Taxation Code 11927(a), on transferring community, quasi-community, or quasi-marital property, assets between spouses, pursuant to a judgement, an order, or a written agreement between spouses in contemplation of any such judgement or order.

This is an Interspousal Transfer and not a change in ownership under Section 63 of the Revenue and Taxation Code and Grantor(s) has (have) checked the applicable exclusion from reappraisal:

- A creation, transfer, or termination, solely between spouses, of any co-owner's interest.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lana Godin, wife of the grantee hereby GRANT(S) to Eric A. Neplokh, a married man as his sole and separate property and husband of the grantor the real property in the City of San Francisco, County of San Francisco, State of California:
SEE EXHIBIT "ONE" ATTACHED HERETO AND MADE A PART HEREOF

DATED: December 1, 2004

STATE OF CALIFORNIA
COUNTY OF San Francisco
ON 12/1/04 before me,
The undersigned Lana Godin personally appeared
Lana Godin

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature [Signature]

[Signature]
Lana Godin



MAIL TAX STATEMENT AS DIRECTED ABOVE

UD-13C (Rev 12/95)

INTERSPOUSAL TRANSFER DEED

Escrow No. 937313-NDL
Title Order No. 00937313

H862639

EXHIBIT ONE

BEGINNING at a point on the Easterly line of Steiner Street, distant thereon 167 feet 6 inches Southerly from the Southerly line of Oak Street; running thence Southerly along said line of Steiner Street 30 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 30 feet; thence at a right angle Westerly 100 feet to the point of beginning.

BEING a portion of Western Addition Block No. 370.

RECORDING REQUESTED BY:
CARL T. WINDELL, ESQ.

APN: Block 0843 Lot 018

WHEN RECORDED MAIL TO:

Name: Mr. and Mrs. GEORGE KEBBE
Street
Address: 190 Cresta Vista Drive
City &
State: San Francisco, CA 94217

San Francisco Assessor-Recorder
Mabel S. Teng, Assessor-Recorder
DOC- 2004-H873799-00

Check Number 1183
Tuesday, DEC 21, 2004 11:02:12
Ttl Pd \$9.00 Nbr-0002650651
REEL I788 IMAGE 0395
ota/TD/1-1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

430 STEINER ST Quitclaim Deed

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$ None - transfer is not pursuant to a sale.

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale,

() Unincorporated area: (X) City of San Francisco,

(X) Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GEORGE KEBBE, TRUSTEE OF THE GEORGE KEBBE LIVING TRUST, U/T/D October 15, 1994;
GEORGE KEBBE and KIMBERLY WHITTINGTON-KEBBE, who acquired title as KIMBERLY A.
WHITTINGTON

hereby REMISE (S), RELEASE (S) AND FOREVER QUITCLAIM (S) to

GEORGE KEBBE AND KIMBERLY WHITTINGTON-KEBBE, TRUSTEES OF THE GEORGE KEBBE LIVING
TRUST, DATED October 15, 1994

that property in San Francisco County, State of California, described as:

Beginning at a point on the easterly line of Steiner Street, distant thereon 137 feet and 6 inches southerly from the southeasterly corner of Oak Street and Steiner Street; running thence southerly along said easterly line of Steiner Street 30 feet; thence at a right angle easterly 137 feet and 6 inches; thence at a right angle northerly 30 feet; and thence at a right angle westerly 137 feet and 6 inches to said easterly line of Steiner Street and the point of beginning.

Being a portion of 50 Vara Lot No. 3, in Block No. 370, of the Western Addition of said City and County of San Francisco, State of California.

THIS DEED TRANSFERS THE GRANTOR'S INTEREST INTO HIS REVOCABLE LIVING TRUST WHICH IS NOT PURSUANT TO A SALE AND IS EXEMPT PURSUANT TO REV. & TAX CODE SECTION 11911. THE GRANTOR IS THE SAME PERSON AS THE TRUSTEE-GRANTEE. THIS DEED, PURSUANT TO REV. AND TAX CODE SECTION 52 (D) (2), DOES NOT CONSTITUTE A CHANGE IN OWNERSHIP AND DOES NOT SUBJECT THE PROPERTY TO REASSESSMENT.

Carl Wendell

Mail tax statements to: Same as above address

Date: October 8, 2004

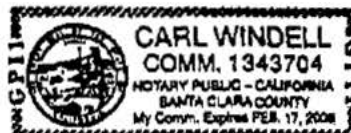
STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)

On October 8, 2004, before me, CARL WINDELL,
a Notary Public for this State, personally appeared,
GEORGE KEBBE and KIMBERLY WHITTINGTON-KEBBE
proved to me on the basis of satisfactory evidence to be the
person(s) whose names subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacity
and that by their signatures on the instrument the person(s), or entity upon
behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature: Carl Wendell
CARL WINDELL

Kimberly Whittington-Kebbe
KIMBERLY WHITTINGTON-KEBBE
George Kebbe
GEORGE KEBBE



Form 1

Building History, Statement of Repairs & Improvements, Occupants, and Proposed Prices

Assessor's Parcel Number: 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117**Item No. 6 – Building History**

Building History is shown on the 3R Report.

Item No. 7 – Statement of Repairs & Improvements

n/a

Item No. 8 – List of occupants, their apartment numbers, vacant units, and owners and tenants who intend to purchase

Unit	Occupant Name	Apartment No.	Unit Vacant?				Intend to Purchase?			
One	Geoffrey Pierce	668	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Two	Peter M. Owens, Carolyn A. Radisch	670	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Three	Spencer K. Jones	672	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Four	Christopher Beahn, Christine Han Beahn	674	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Five	Alexander E. Apke, Anna M. Munoz	676	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO			<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Six	Michel Bechirian, Niloo Tehranchi	678		<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			

Item No. 9 – Six year occupancy history

Apt. No.	Duration	Occupants (owners and/or tenants)	Rent (\$)	Reason for Termination
668	09/2008-Present	Geoffrey Pierce	Owner Occupant	NA
670	10/2005-11/2012	Iris Canada	Owner Occupant	Moved to Texas/East Bay
670	11/2012-1/2017	vacant	NA	NA
670	02/2017-present	Peter M. Owens, Carolyn A. Radisch	Owner Occupant	NA
672	03/2009-08/2013	Spencer K. Jones	Owner Occupant	NA
672	04/2011-08/2013	Adam Barbina	\$1,200	Voluntary Move
672	09/2013-08/2015	Helen Ma	\$2,125	Voluntary Move
672	09/2013-12/2015	Stephanie Cheung	\$2,125	Voluntary Move
672	09/2015-10/2016	Min Si	\$2,125	Voluntary Move
672	01/2016-07/2017	Carmen Sutter	\$1,700	Voluntary Move
672	11/2016-07/2017	Ameesha Isaac	\$1,750	Voluntary Move
672	08/2017-present	Spencer K. Jones	Owner Occupant	NA
674	10/2008 - present	Christopher Beahn, Christine Han Beahn	Owner Occupant	NA
676	05/2010 - present	Alexander E. Apke, Anna M. Munoz	Owner Occupant	NA
678	06/2003 - present	Michel Bechirian, Niloo Tehranchi	Owner Occupant	NA

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

☐ YES ☒ NO If yes, provide details:

Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
668	2	1300		\$2,100,000
670	2	1300		\$2,100,000
672	2	1300		\$2,100,000
674	2	1300		\$2,100,000
676	2	1300		\$2,100,000
678	2	1300		\$2,100,000

Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below

#



Signature of Applicant

Peter M. Owens

Printed Name

9.7.2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

☐ YES ☒ NO If yes, provide details:

Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
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674	2	1300		\$2,100,000
676	2	1300		\$2,100,000
678	2	1300		\$2,100,000

Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below

_____ # _____ # _____ # _____ # _____

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date



Stephen L. Owens

9/11/17

Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Are there any evictions associated with this building since May 1, 2005? [Sec. 1396.2, 1396.4(10)]

☐ YES ☒ NO If yes, provide details:

Item No. 10 – List of number of bedrooms, square feet, current rental rate, and proposed sales prices

Apt. No.	No. Bedrooms	Square Feet	Current Rental Rate	Proposed Sales Price
668	2	1300		\$2,100,000
670	2	1300		\$2,100,000
672	2	1300		\$2,100,000
674	2	1300		\$2,100,000
676	2	1300		\$2,100,000
678	2	1300		\$2,100,000

Item No. 11 – List the permit number(s) of the building permit application filed in connection with the proposed use of this property that is/are not listed in the 3R Report in the space below

_____ # _____ # _____ # _____ # _____

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

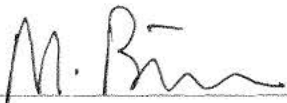
Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date




Michel Bechirian

9/5/17

Signature of Applicant

Printed Name

Date



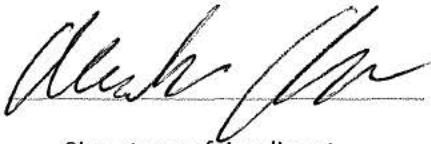
Signature of Applicant

Niloo Tehranchi

Printed Name

9/5/17

Date



Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017

Date



Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17

Date



Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17

Date



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date




Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17

Date



City and County of San Francisco
Department of Building Inspection

CERTIFICATE OF FINAL COMPLETION AND OCCUPANCY

LOCATION: 668 Page ST 0843/015
(number) (street) (block and lot)

Permit Application No: 201408063121 Type of Construction: 5 Stories: 4 Dwelling Units: 6

Basements: — Occupancy Classification: R-2 No. of Guestrooms: — with cooking facilities: —

Description of Construction: To comply with physical inspection report #CC 7743

To the best of our knowledge, the construction described above has been completed and, effective as of the date the building permit application was filed, conforms both to the Ordinances of the City and County of San Francisco and to the Laws of the State of California. The above referenced occupancy classification is approved pursuant to Section 109A of the *San Francisco Building Code*.

Any change in the use or occupancy of these premises--or any change to the building or premises--could cause the property to be in violation of the *Municipal Codes* of the City and County of San Francisco and, thereby, would invalidate this *Certificate of Final Completion and Occupancy*. A copy of this *Certificate* shall be maintained on the premises and shall be available at all times. Another copy of this *Certificate* should be kept with your important property documents.

Before making any changes to the structure in the future, please contact the Department of Building Inspection, which will provide advice regarding any change that you wish to make and will assist you in making the change in accordance with the *Municipal Codes* of the City and County of San Francisco.

This certificate issued on: 5/24/17

Tom C. Hui

Tom C. Hui, S.E., C.B.O., Director

by: Carl Wenner
(Signature) Building Inspector

Carl Wenner

Printed Name

Copies: White (original to microfilm); Blue (to property owner); Yellow (to Building Inspector); Pink (to Housing Inspector)



Report of Residential Building Record (3R)
(Housing Code Section 351(a))

BEWARE: This report describes the current legal use of this property as compiled from records of City Departments. There has been no physical examination of the property itself. This record contains no history of any plumbing or electrical permits. The report makes no representation that the property is in compliance with the law. Any occupancy or use of the property other than that listed as authorized in this report may be illegal and subject to removal or abatement, and should be reviewed with the Planning Department and the Department of Building Inspection. Errors or omissions in this report shall not bind or stop the City from enforcing any and all building and zoning codes against the seller, buyer and any subsequent owner. The preparation or delivery of this report shall not impose any liability on the City for any errors or omissions contained in said report, nor shall the City bear any liability not otherwise imposed by law.

Address of Building *668 - 678 PAGE ST*

Block *0843*

Lot *015*

Other Addresses

1. A. Present authorized Occupancy or use: *SIX FAMILY DWELLING*

B. Is this building classified as a residential condominium? Yes No ☒

C. Does this building contain any Residential Hotel Guest Rooms as defined in Chap. 41, S.F. Admin. Code? Yes No ☒

2. Zoning district in which located: *RH-3*

3. Building Code Occupancy Classification: *R-2*

4. Do Records of the Planning Department reveal an expiration date for any non-conforming use of this property? Yes No ☒
If Yes, what date? *The zoning for this property may have changed. Call Planning Department, (415) 558-6377, for the current status.*

5. Building Construction Date (Completed Date): *1907*

6. Original Occupancy or Use: *SIX FAMILY DWELLING*

7. Construction, conversion or alteration permits issued, if any:

<u>Application #</u>	<u>Permit #</u>	<u>Issue Date</u>	<u>Type of Work Done</u>	<u>Status</u>
11823	11823	Sep 05, 1907	NEW CONSTRUCTION	N
80116	75578	Apr 12, 1945	ALTER APARTMENTS, CONCRETE WALL, REPAIR REAR PORCH (CFC)	C
224288	200358	Jun 04, 1959	UNDERPIN WALL WEST WALL TO FOUNDATION	C
281672	251750	May 14, 1963	DRY ROT REPAIRS, ALTER DOOR JAMBS, REPLACE REAR STAIRS	C
405288	364203	Mar 22, 1972	REPAIR FIRE DAMAGE	C
8512829	541304	Dec 20, 1985	CREATE TWO OPENINGS FOR TWO GARAGE DOORS	C
200209116267	976234	Sep 11, 2002	REPAIR REAR STAIR PER NOV#200229660	C
200405133808	1024986	May 13, 2004	ITEMS # 3A, 3B OF TERMITE REPORT	C
201103313220	1234666	Mar 31, 2011	REROOFING	I
201408063121	1332362	Aug 16, 2014	TO COMPLY WITH PHYSICAL INSPECTION REPORT #CC-7743	I

8. A. Is there an active Franchise Tax Board Referral on file? Yes No ☒

B. Is this property currently under abatement proceedings for code violations? Yes No ☒

9. Number of residential structures on property? *1*

10. A. Has an energy inspection been completed? Yes ☒ No B. If yes, has a proof of compliance been issued? Yes ☒ No

11. A. Is the building in the Mandatory Earthquake Retrofit of Wood-Frame Building Program? Yes ☒ No

B. If yes, has the required upgrade work been completed? Yes No ☒

Department of Building Inspection
1660 Mission Street - San Francisco CA 94103 - (415) 558-6080
Report of Residential Record (3R)

Page 2

Address of Building **668 - 678 PAGE ST**

Block 0843

Lot 015

Other Addresses

Date of Issuance: 28 MAR 2017

Date of Expiration: 28 MAR 2018

By: ROCHELLE GARRETT

Report No: **201703224805**

Patty Herrera, Manager
Records Management Division

THIS REPORT IS VALID FOR ONE YEAR ONLY.

The law requires that, prior to the consummation of the sale or exchange of this property, the seller must deliver this report to the buyer and the buyer must sign it.

(For Explanation of terminology, see attached)

Form 11**Affidavit for Ownership/Occupancy**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Michel Bechirian, certify under penalty of perjury that the following statement is true:
print name
 I have resided continuously at 678 Page Street, San Francisco, CA 94117, also being APN 0843-015,
address, including unit number assessor's block/lot
 in the City and County of San Francisco as my primary residence since 06/13/2003.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

M. Bechirian

Signature of Applicant

Michel Bechirian

Printed Name

9/7/17

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of MARIN

On 9/7/17 before me, Susan Sullivan, Notary Public, personally appeared

Michel Bechirian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

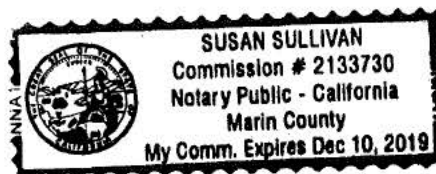
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan Sullivan

(seal)



Form 11**Affidavit for Ownership/Occupancy**

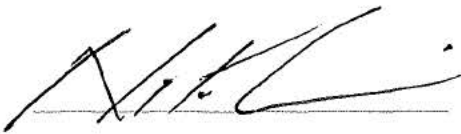
Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Niloo Tehranchi, certify under penalty of perjury that the following statement is true:
print name

I have resided continuously at 678 Page Street, San Francisco, CA 94117, also being APN 0843-015,
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since 06/13/2003.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.



Signature of Applicant

Niloo Tehranchi

Printed Name

9/13/17.
 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of SAN FRANCISCO

On SEPTEMBER 13th 2017 before me, DANIEL MARCRUM, Notary Public, personally appeared

NILOO TEHRANCHI, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

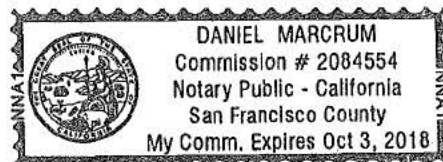
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



Form 11**Affidavit for Ownership/Occupancy**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Alexander E. Apke, print name, certify under penalty of perjury that the following statement is true:

I have resided continuously at 676 Page Street, San Francisco, CA 94117, also being APN 0843-015,
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since 05/28/2010,
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.


 Signature of Applicant

Alexander E. Apke

Printed Name

9/9/2017
 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

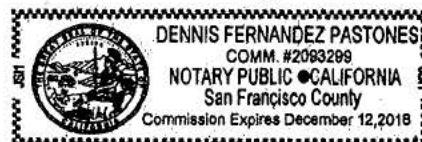
On Sept. 9, 2017 before me, Dennis Fernandez Pastones, Notary Public, personally appeared

Alexander Edward Apke, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



Form 11**Affidavit for Ownership/Occupancy**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Anna M. Munoz, certify under penalty of perjury that the following statement is true:
print name
 I have resided continuously at 676 Page Street, San Francisco, CA 94117, also being APN 0843-015,
address, including unit number assessor's block/lot
 in the City and County of San Francisco as my primary residence since 05/28/2010.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

Anna M. Munoz

Signature of Applicant

Anna M. Munoz

Printed Name

9/9/17

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Francisco
 On Sept. 9, 2017 before me, Dennis Fernandez Pastones, Notary Public, personally appeared
Anna Maria Munoz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature DS Pastones (seal)



Form 11**Affidavit for Ownership/Occupancy**

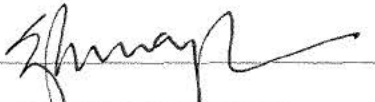
Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Spencer K. Jones, print name, certify under penalty of perjury that the following statement is true:

I have resided continuously at 672 Page Street, San Francisco, CA 94117, also being APN 0843-015,
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since from 3/5/2009 to 8/2013 and from Sept 2017 to present,
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.


 Signature of Applicant

Spencer K. Jones

Printed Name

9/13/17
 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Utah

County of Salt Lake

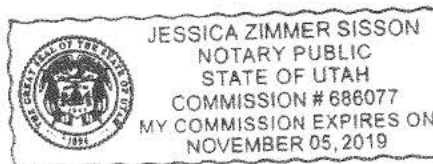
On 9/13/2017 before me, Jessica Zimmer Sisson, Notary Public, personally appeared

Spencer K. Jones, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



Form 11**Affidavit for Ownership/Occupancy**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Christopher Beahn, certify under penalty of perjury that the following statement is true:
print name

I have resided continuously at 674 Page Street, San Francisco, CA 94117, also being APN 0843-015,
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since 10/8/2008.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Francisco

Jessica Valentine,
Notary Public

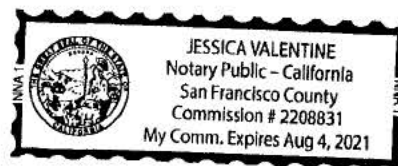
On September 16 2017 before me, Jessica Valentine, Notary Public, personally appeared

Christopher Beahn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



Form 11**Affidavit for Ownership/Occupancy**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Christine Beahn, print name, certify under penalty of perjury that the following statement is true:

I have resided continuously at 674 Page Street, San Francisco, CA 94117, also being APN 0843-015,
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since 10/8/2008.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.

Christine Beahn

Christine Beahn

16 Sept 2017

Signature of Applicant

Printed Name

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

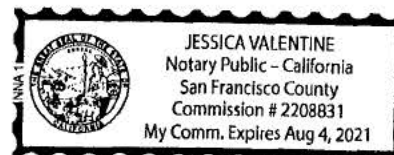
On September 16 2017 before me, Jessica Valentine, Notary Public, personally appeared

Christine Beahn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Valentine (seal)



Form 11**Affidavit for Ownership/Occupancy**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Geoffrey Pierce, print name, certify under penalty of perjury that the following statement is true:

I have resided continuously at 668 Page Street, San Francisco, CA 94117, also being APN 0843-015,
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since 09/10/2008.
date occupancy began

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines and/or imprisonment.



Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On 09-05-2017 before me, David Charles Freeman, Notary Public, personally appeared

Geoffrey Pierce, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in (his/her/their authorized capacity(ies)), and that by (his/her/their signature(s)) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)





CARMEN CHU
Assessor-Recorder
1 Dr. Carlton B. Goodlett Place
City Hall - Room 190
San Francisco, CA 94102-4698

CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.

SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS
(Make necessary corrections to the printed name and mailing address)

Geoffrey Raymond Pierce
668 Page Street
San Francisco, CA 94117

RECEIVED

AUG 29 2017

SAN FRANCISCO ASSESSOR-RECORDER
FRONT COUNTER

FOR ASSESSOR'S USE ONLY

Received _____
Approved _____
Denied _____
Reason for denial _____

PROPERTY DESCRIPTION

Parcel No. Lot 15 Block 843
Address of dwelling 668 Page Street
San Francisco, CA 94117

Print your social security number and name here

SSN: 625 - 10 - 9740

NAME: Geoffrey Raymond Pierce

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: _____ - _____ - _____

NAME: _____

STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

- When did you acquire this property? 9/9/08
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): 9/10/08
(month/day/year)
- Do you own another property that is, or was, your principal place of residence in California? ☐ YES ☒ NO

If YES, please provide the address below, and the date you moved out, if no longer your principal place of residence:

Address: _____
Street address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

SIGNATURE OF OWNER OCCUPANT <u>Geoffrey Raymond Pierce</u>	DATE <u>8/17/17</u>
SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT <u>Shafroz</u>	DATE _____
EMAIL ADDRESS <u>shafroz@yahoo.com</u>	DAYTIME TELEPHONE NUMBER <u>(415) 250-1896</u>

IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.

If you occupy this parcel at a later date, contact the Assessor at that time.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION





CARMEN CHU
Assessor-Recorder
1 Dr. Carlton B. Goodlett Place
City Hall - Room 190
San Francisco, CA 94102-4698

CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.

SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS
(Make necessary corrections to the printed name and mailing address)

Mr. Michel Bechirian
678 Page St
San Francisco, CA 94117

FOR ASSESSOR'S USE ONLY

Received _____
Approved _____
Denied _____
Reason for denial _____

RECEIVED

MAY 26 2017

SAN FRANCISCO ASSESSOR-RECORDER
FRONT COUNTY

PROPERTY DESCRIPTION

Parcel No. Lot 015 Block 843
Address of dwelling 678 Page St
San Francisco, CA 94117

Print your social security number and name here

SSN: 623 - 08 - 6782

NAME: Michel Bechirian

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: 547 - 73 - 0790

NAME: Niloo Tehranchi

STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

- When did you acquire this property? 06/06/2003
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): 06/13/2003
(month/day/year)
- Do you own another property that is, or was, your principal place of residence in California? ☐ YES ☒ NO

If YES, please provide the address below, and the date you moved out, if no longer your principal place of residence:

Address: _____
Street address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

SIGNATURE OF OWNER-OCCUPANT 	DATE <u>5/25/17</u>
SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER/OCCUPANT 	DATE <u>5/25/17</u>
EMAIL ADDRESS <u>mbussfo@gmail.com</u>	DAYTIME TELEPHONE NUMBER (415) 350-8683

IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.

If you occupy this parcel at a later date, contact the Assessor at that time.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION





CARMEN CHU
Assessor-Recorder
1 Dr. Carlton B. Goodlett Place
City Hall - Room 190
San Francisco, CA 94102-4698

RECEIVED

AUG 29 2017

SAN FRANCISCO ASSESSOR-RECORDER
FRONT COUNTER

CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.

SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS
(Make necessary corrections to the printed name and mailing address)

Christopher & Christine Beahn
674 Page St
San Francisco, CA 94117

FOR ASSESSOR'S USE ONLY	
Received	_____
Approved	_____
Denied	_____
Reason for denial	_____

PROPERTY DESCRIPTION

Parcel No. Block 0843 Lot 015
Address of dwelling 674 Page St
San Francisco, CA 94117

Print your social security number and name here

SSN: 213 - 96 - 8648

NAME: Christopher Beahn

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: 545 - 33 - 2288

NAME: Christine Beahn

STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

- When did you acquire this property? 10/07/2008
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): 10/11/2008
(month/day/year)
- Do you own another property that is, or was, your principal place of residence in California? ☐ YES ☒ NO

If YES, please provide the address below, and the date you moved out, if no longer your principal place of residence:

Address: _____
Street address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

SIGNATURE OF OWNER-OCCUPANT

► Carmen Chu

DATE

8/22/2017

SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT

► Christine Beahn

DATE

8/22/2017

EMAIL ADDRESS

cbeahn@yahoo.com

DAYTIME TELEPHONE NUMBER

(415) 613-3127

IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.

If you occupy this parcel at a later date, contact the Assessor at that time.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION





CARMEN CHU
Assessor-Recorder
1 Dr. Carlton B. Goodlett Place
City Hall - Room 180
San Francisco, CA 94102-4690

CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.

SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS
(Make necessary corrections to the printed name and mailing address)

Alexander Apke & Anna Munoz
676 Page St
San Francisco, CA 94117

FOR ASSESSOR'S USE ONLY

Received _____
Approved _____
Denied _____
Reason for denial _____

RECEIVED
MAY 26 2017

SAN FRANCISCO ASSESSOR-RECORDER
FRONT COUNTER

PROPERTY DESCRIPTION

Parcel No. Block 0843 Lot 015
Address of dwelling 676 Page St
San Francisco, CA 94117

Print your social security number and name here

SSN: 359 - 58 - 3966

NAME: Alexander E. Apke

Print co-owner's or spouse's social security number and name when this property is also his/her principal residence

SSN: 548 - 31 - 1268

NAME: Anna M. Munoz

STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

1. When did you acquire this property? 05/28/2010
(month/day/year)
2. Date you occupied this property as your principal residence (see Instructions): 05/28/2010
(month/day/year)
3. Do you own another property that is, or was, your principal place of residence in California? ☐ YES ☒ NO

If YES, please provide the address below, and the date you moved out, if no longer your principal place of residence:

Address:

Street address

City

Zip Code

month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

SIGNATURE OF OWNER/OCCUPANT

DATE

05/24/2017

SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER/OCCUPANT

DATE

05/24/2017

EMAIL ADDRESS

alex@apke.geekhive.net

DAYTIME TELEPHONE NUMBER

(415) 894-2753

IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.

If you occupy this parcel at a later date, contact the Assessor at that time.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall become a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Peter M. Owens, Carolyn A. Radisch, Stephen L. Owens as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

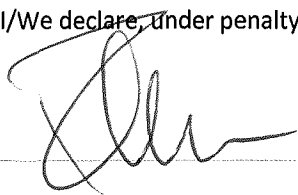
at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 670 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



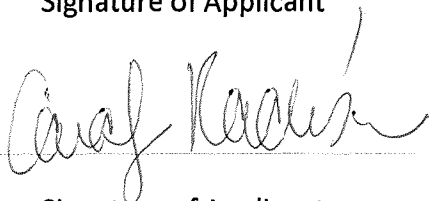
Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

I/We declare, under penalty of perjury, that the statements herein are true and correct.

Peter M. Owens

Signature of Applicant

Printed Name

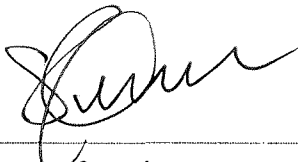
Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date



Signature of Applicant

Stephen L. Owens

Printed Name

9/11/17

Date

Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Michel Bechirian and Niloo Tehranchi as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

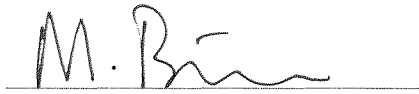
at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 678 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



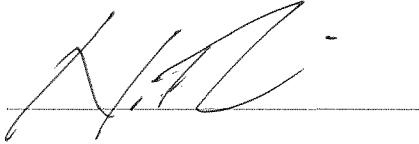
Signature of Applicant

Michel Bechirian

Printed Name

9/5/17

Date



Signature of Applicant

Niloo Tehranchi

Printed Name

9/5/17

Date

Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Alexander E. Apke and Anna M. Munoz as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

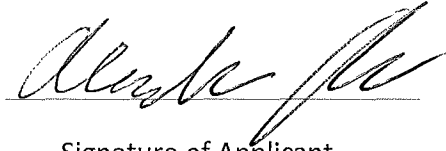
at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 676 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017

Date



Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17

Date

Form 2A
Tenant Intent to Purchase

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Spencer K. Jones as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

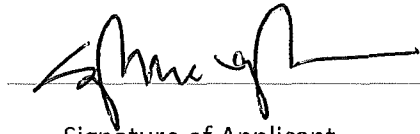
at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 672 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17

Date

Signature of Applicant

Printed Name

Date

Form 2A**Tenant Intent to Purchase**

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Christopher Beahn and Christine Han Beahn as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 674 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17

Date

Form 2A

Tenant Intent to Purchase

Subdivision Code Section 1388. Tenant Intent to Purchase. No application for conversion shall be approved unless there are substantial numbers of tenants who have indicated their intent to purchase their rental unit. This intent shall be evidenced by the submittal in writing of the DPW Tenant Intent to Purchase Form by tenants representing no less than forty percent (40%) of the units. For purposes of calculation, such Forms must be signed by one (1) tenant in a 2-unit building, two (2) tenants residing in separate units in a 3-, 4-, or 5-unit building, or three (3) tenants residing in separate units in a 6-unit building. In obtaining or soliciting tenant approval of the Intent to Purchase Forms, subdividers shall comply with any restrictions set forth in the California Business and Professions Code and regulations of the State Real Estate Commissioner. Further, in calculating the total number of units necessary to satisfy Section 1388, there shall be included in the forty percent (40%) requirement any units in which the occupant qualified for and has expressed an intent to obtain a renewable lifetime lease pursuant to Section 1391(c) (this lifetime lease is for a protected class of tenants and is not the same as the lifetime lease required to be offered to all tenants under the Expedited Conversion Program).

Any Tenant Intent to Purchase Forms obtained by way of any inducement of the subdivider to provide benefits to that tenant beyond those established by this Code shall be so identified and the specific representations of the subdivider shall be set forth in detail. All such Forms shall be come a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

The Intent to Purchase Forms, once signed by a tenant, shall be irrevocable by said tenant, for purposes of compliance with Section 1388, provided, however, that the Director shall invalidate any such Form upon a determination that the subdivider has used coercion, fraud, duress, misrepresentation or threat in connection with obtaining or soliciting tenant approval of such Form.

TENANT INTENT TO PURCHASE

I/We, Geoffrey Pierce as tenant(s) of property at 668-678 Page Street, San Francisco, CA 94117

at the time of the filing of the application for a condominium conversion subdivision of such property, do hereby certify my/our intent to purchase my/our occupied Unit No. 668 at said property. I/We have seen the list of proposed sales prices to tenants, to be filed by the subdivider with the City and County of San Francisco, and this list indicates the sales price for the subject unit to be \$ \$2,100,000.

I/We have reviewed Section 1388 of the Subdivision Code, concerning Tenant Intent to Purchase. It is understood that signing this Intent to Purchase Form, while not creating a contractual obligation to buy, does represent my/our bona fide current desire that I/We have every intention to pursue to completion.

It is further understood that this Intent to Purchase Form will be filed with the City and County for the purpose of establishing the percentage of tenants that may be expected to purchase units if the units are sold as condominiums, pursuant to Section 1388 of said Subdivision Code.

(contin...)

I/We declare, under penalty of perjury, that the statements herein are true and correct.



Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17

Date

Signature of Applicant

Printed Name

Date

Form 3

Acknowledgment of Fees

Assessor's Parcel Number:

0843-015

Property Address:

668-678 Page Street, San Francisco, CA 94117

Please read the statements below and provide your signature at the bottom of the page.

1. I understand that the Subdivision and Mapping application fees are due at the time of application submittal
2. I understand that the Expedited Conversion Program fee will be in **addition** to the current Subdivision and Mapping application fees
3. Within three (3) days after deeming my application submittable, San Francisco Public Works will notify me regarding the fees due under the Expedited Conversion Program. All fees are due and payable at that time.



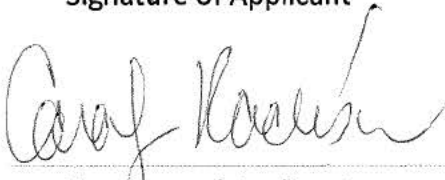
Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Signature of Applicant

Stephen L. Owens

Printed Name

Date

Signature of Applicant

Michel Bechirian

Printed Name

Date

Signature of Applicant

Niloo Tehrani

Printed Name

Date

Form 3

Acknowledgment of Fees

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

Please read the statements below and provide your signature at the bottom of the page.

1. I understand that the Subdivision and Mapping application fees are due at the time of application submittal
2. I understand that the Expedited Conversion Program fee will be in **addition** to the current Subdivision and Mapping application fees
3. Within three (3) days after deeming my application submittable, San Francisco Public Works will notify me regarding the fees due under the Expedited Conversion Program. All fees are due and payable at that time.

Signature of Applicant

Peter M. Owens

Printed Name


Date

Signature of Applicant

Carolyn A. Radisch

Printed Name

Date


Signature of Applicant

Stephen L. Owens

Printed Name

9/11/17
Date

Signature of Applicant

Michel Bechirian

Printed Name

Date

Signature of Applicant

Niloo Tehranchi

Printed Name

Date

Form 3**Acknowledgment of Fees**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

Please read the statements below and provide your signature at the bottom of the page.

1. I understand that the Subdivision and Mapping application fees are due at the time of application submittal
2. I understand that the Expedited Conversion Program fee will be in **addition** to the current Subdivision and Mapping application fees
3. Within three (3) days after deeming my application submittable, San Francisco Public Works will notify me regarding the fees due under the Expedited Conversion Program. All fees are due and payable at that time.

Signature of Applicant

Peter M. Owens

Printed Name

Date

Signature of Applicant

Carolyn A. Radisch

Printed Name

Date

Signature of Applicant

Stephen L. Owens

Printed Name

Date

M. Bechirian
Signature of Applicant

Michel Bechirian

Printed Name

9/5/17
Date

N. Tehranchi
Signature of Applicant

Niloo Tehranchi

Printed Name

9/5/17
Date


Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017
Date


Signature of Applicant

Anna M. Munoz

Printed Name

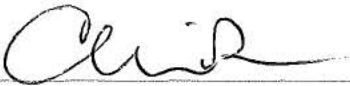
9/7/17
Date


Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17
Date


Signature of Applicant

Christopher Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17
Date

Form 4

Owner's Release of Interest in Common Areas

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

In accordance with section 1323(a)(6) of the San Francisco Subdivision Code, this is my statement that neither I nor any of my agents shall retain any right, title or interest in any common area or areas or facilities except those common areas in which I might retain any individual interest by virtue of ownership of one or more of the individual units.



Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



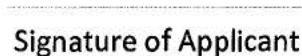
Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

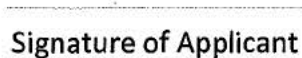


Signature of Applicant

Stephen L. Owens

Printed Name

Date

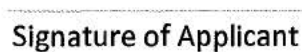


Signature of Applicant

Michel Bechirian

Printed Name

Date




Signature of Applicant

Niloo Tehranchi

Printed Name

Date



Signature of Applicant

Geoffrey Pierce

Printed Name

Date

Form 4

Owner's Release of Interest in Common Areas

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

In accordance with section 1323(a)(6) of the San Francisco Subdivision Code, this is my statement that neither I nor any of my agents shall retain any right, title or interest in any common area or areas or facilities except those common areas in which I might retain any individual interest by virtue of ownership of one or more of the individual units.

_____ Signature of Applicant	<u>Peter M. Owens</u> Printed Name	_____ Date
---------------------------------	---------------------------------------	---------------

_____ Signature of Applicant	<u>Carolyn A. Radisch</u> Printed Name	_____ Date
---------------------------------	---	---------------

 _____ Signature of Applicant	<u>Stephen L. Owens</u> Printed Name	<u>9/11/17</u> Date
---	---	------------------------

_____ Signature of Applicant	<u>Michel Bechirian</u> Printed Name	_____ Date
---------------------------------	---	---------------

_____ Signature of Applicant	<u>Niloo Tehranchi</u> Printed Name	_____ Date
---------------------------------	--	---------------

_____ Signature of Applicant	<u>Geoffrey Pierce</u> Printed Name	_____ Date
---------------------------------	--	---------------

Form 4

Owner's Release of Interest in Common Areas

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

In accordance with section 1323(a)(6) of the San Francisco Subdivision Code, this is my statement that neither I nor any of my agents shall retain any right, title or interest in any common area or areas or facilities except those common areas in which I might retain any individual interest by virtue of ownership of one or more of the individual units.

Signature of Applicant

Peter M. Owens
Printed Name

Date

Signature of Applicant

Carolyn A. Radisch
Printed Name

Date

Signature of Applicant

Stephen L. Owens
Printed Name

Date

M. Bechirian
Signature of Applicant

Michel Bechirian
Printed Name

9/5/17
Date

N. Tehranchi
Signature of Applicant

Niloo Tehranchi
Printed Name

9/5/17
Date

Geoffrey Pierce
Signature of Applicant

Geoffrey Pierce
Printed Name

9/5/17
Date

Anna Munoz
Signature of Applicant

Anna Munoz
Printed Name

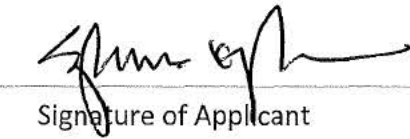
9/7/17
Date


Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017
Date


Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17
Date


Signature of Applicant

Christopher Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17
Date



300 Foot Radius Map
San Francisco, CA
(415) 381-4775

BLOCK 843
LOT 15
San Francisco, CA

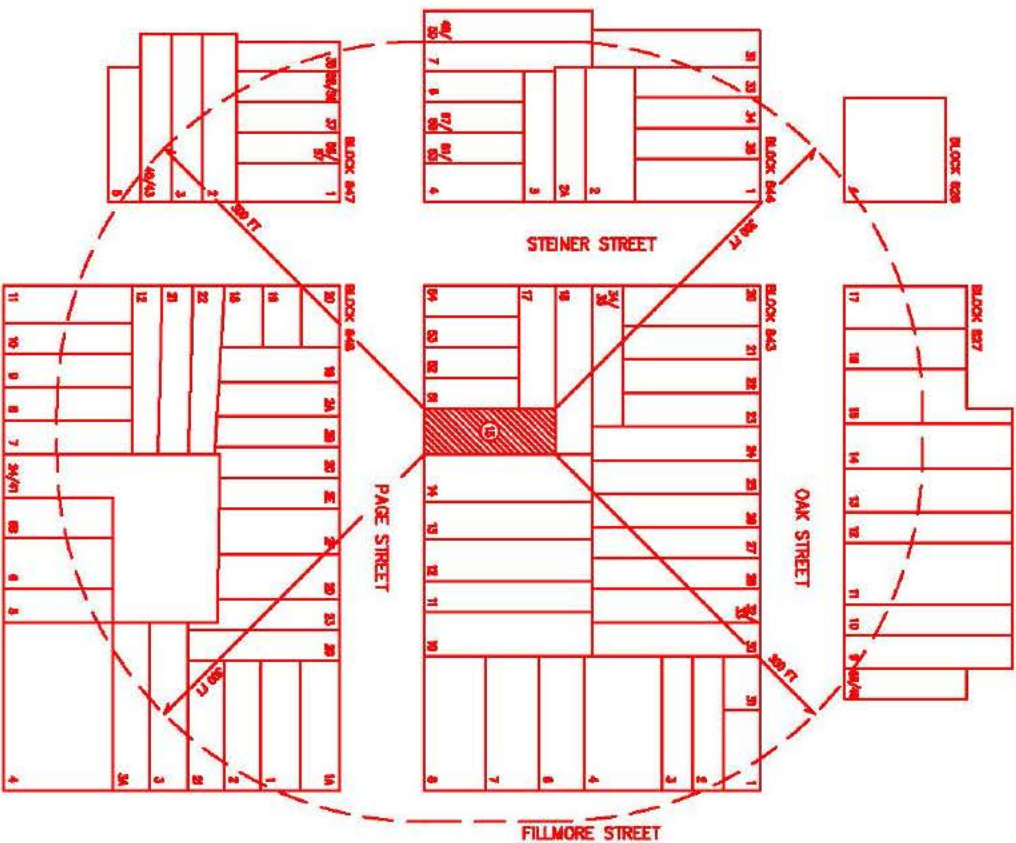


SCALE: 1"=50'-0"

APP. NO.	DATE
DESIGNER	DATE
CHECKED	DATE

300 FOOT
RADIUS MAP

HAIGHT STREET



ADDRESS LIST

668-678 Page Street
San Francisco, CA 94117
APN: 0843-015

Geoffrey Pierce
668 Page Street
San Francisco, CA 94117

Peter Owens, Carolyn Radisch
679 Page Street
San Francisco, CA 94117

Spencer Jones
672 Page Street
San Francisco, CA 94117

Christopher and Christine Beahn
674 Page Street
San Francisco, CA 94117

Alexander Apke, Anna Munoz
676 Page Street
San Francisco, CA 94117

Michel Bechirian, Niloo Tehranchi
678 Page Street
San Francisco, CA 94117



1221 HARRISON STREET #18
SAN FRANCISCO, CA 94103

P: 415-391-4775
F: 415-391-4777
radiusservices@sfradius.com

AFFIDAVIT OF PREPARATION OF RADIUS NOTIFICATION MAP, MAILING LIST, & DELIVERY MATERIALS FOR PUBLIC NOTIFICATION

RADIUS SERVICES hereby declares as follows:

1. We have prepared the NOTIFICATION MAP, MAILING LIST, and DELIVERY MATERIALS for the purpose of public notification in accordance with the requirements and instructions stipulated by San Francisco City Planning Department Planning Code / San Francisco Department of Building Inspection / San Francisco Public Works Code:

- | | |
|---|---|
| <input type="checkbox"/> Section 311 (Residential) | <input type="checkbox"/> Mobile Food Facility (MFF)
Truck: 75' minimum radius measured from the outer boundaries of the assumed curbside and all properties across the street that directly fronts, in whole or in part. |
| <input type="checkbox"/> Section 312 (Commercial) | |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Mobile Food Facility (MFF)
Push Cart: 300' minimum radius of the street address(s) in front of which the Pushcart will be located. |
| <input type="checkbox"/> Environmental Evaluation | <input type="checkbox"/> Minor Sidewalk Encroachment (MSE)
150' radius <u>fronting</u> the subject property. |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Major Sidewalk Encroachment (ME)
300' complete radius. |
| <input type="checkbox"/> Conditional Use Permit for Wireless Antenna Installation | |
| <input checked="" type="checkbox"/> Other <u>Condominium</u> | <input type="checkbox"/> Section 106.3.2.3 (Demolition) |

2. We understand that we are responsible for the accuracy of this information, and that erroneous information may require remailing or lead to suspension or revocation of the permit.
3. We have prepared these materials in good faith and to the best of our ability.

We declare under penalty of perjury under the laws of the State of California and the City and County of San Francisco that the foregoing is true and correct.

EXECUTED IN SAN FRANCISCO, ON THIS DAY, 8/21/17


RADIUS SERVICES
Professional Service Provider

0843015U

Radius Services Job Number

668-78 Page St

Project Address


Kevin Chuck
Radius Services

0843/015

Block / Lot

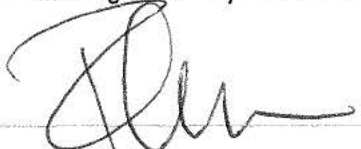
Form 7**Summary of Tenant Contacts**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

Article 9 Section 1381(a) (4)(D) of the San Francisco Subdivision Code requires subdividers to submit with condominium conversion application a summary of tenant contacts including all meetings held with tenants and all information provided to them about the project and their own options.

Date of Contact	Description of Interaction with Tenants

The undersigned hereby certifies that he/she has recorded all tenant interactions as required by the San Francisco Subdivision Code.


 Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



 Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date


 Signature of Applicant

Stephen L. Owens

Printed Name

Date


 Signature of Applicant

Michel Bechirian

Printed Name

Date


 Signature of Applicant

Niloo Tehranchi

Printed Name

Date

Form 7**Summary of Tenant Contacts**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

Article 9 Section 1381(a) (4)(D) of the San Francisco Subdivision Code requires subdividers to submit with condominium conversion application a summary of tenant contacts including all meetings held with tenants and all information provided to them about the project and their own options.

Date of Contact	Description of Interaction with Tenants

The undersigned hereby certifies that he/she has recorded all tenant interactions as required by the San Francisco Subdivision Code.

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date



Stephen L. Owens

9/11/17

Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Niloo Tehranchi

Signature of Applicant

Printed Name

Date

Form 7**Summary of Tenant Contacts**

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

Article 9 Section 1381(a) (4)(D) of the San Francisco Subdivision Code requires subdividers to submit with condominium conversion application a summary of tenant contacts including all meetings held with tenants and all information provided to them about the project and their own options.

Date of Contact	Description of Interaction with Tenants

The undersigned hereby certifies that he/she has recorded all tenant interactions as required by the San Francisco Subdivision Code.

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

M. Bechirian

Signature of Applicant

Michel Bechirian

Printed Name

9/5/17

Date

Niloo Tehranchi

Signature of Applicant

Niloo Tehranchi

Printed Name

9/5/17

Date


Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017
Date


Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17
Date


Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17
Date


Signature of Applicant

Christopher Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17
Date

Form 8A

Subdivider's Statement and Commitment Regarding Notice to Existing Tenants

[Sec. 1381(a) (6)(A) & Sec. 1381(a) (6)(C)]

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

The undersigned subdivider hereby certify that he/she has given notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants and will give such notices to those who occupy after submission of the application packet for conversion.



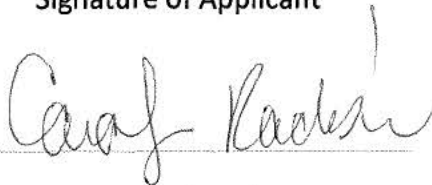
Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Signature of Applicant

Stephen L. Owens

Printed Name

Date

Signature of Applicant

Michel Bechirian

Printed Name

Date

Signature of Applicant

Niloo Tehranchi

Printed Name

Date

Form 8A**Subdivider's Statement and Commitment Regarding Notice to Existing Tenants**

[Sec. 1381(a) (6)(A) & Sec. 1381(a) (6)(C)]

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

The undersigned subdivider hereby certify that he/she has given notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants and will give such notices to those who occupy after submission of the application packet for conversion.

Peter M. Owens

Signature of Applicant

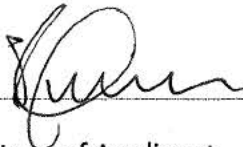
Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date

Signature of Applicant

Stephen L. Owens

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Niloo Tehranchi

Signature of Applicant

Printed Name

Date

Form 8A**Subdivider's Statement and Commitment Regarding Notice to Existing Tenants**

[Sec. 1381(a) (6)(A) & Sec. 1381(a) (6)(C)]

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

The undersigned subdividers hereby certify that he/she has given notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants and will give such notices to those who occupy after submission of the application packet for conversion.

Peter M. OwensSignature of ApplicantPrinted NameDateCarolyn A. RadischSignature of ApplicantPrinted NameDateStephen L. OwensSignature of ApplicantPrinted NameDateM. BrSignature of ApplicantMichel BechirianPrinted NameDate9/5/17N. TehranchiSignature of ApplicantNiloo TehranchiPrinted NameDate9/5/17


Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017
Date


Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17
Date


Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17
Date


Signature of Applicant

Christopher Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17
Date

Form 8B

Subdivider's Statement and Commitment Regarding Notice to New Tenants

[Sec. 1381(a)(6)(B) & Sec. 1381(a)(6)(C)]

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

The undersigned subdivider hereby certify that he/she will give notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants including those who occupy after submission of the application packet for conversion.



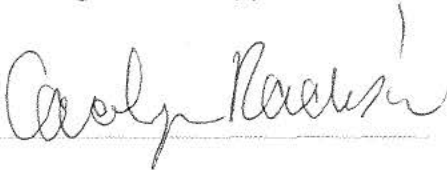
Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Niloo Tehranchi

Signature of Applicant

Printed Name

Date

Form 8B**Subdivider's Statement and Commitment Regarding Notice to New Tenants**

[Sec. 1381(a)(6)(B) & Sec. 1381(a)(6)(C)]

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

The undersigned subdivider hereby certify that he/she will give notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants including those who occupy after submission of the application packet for conversion.

_____ Signature of Applicant	_____ Peter M. Owens Printed Name	_____ Date
_____ Signature of Applicant	_____ Carolyn A. Radisch Printed Name	_____ Date
_____  Signature of Applicant	_____ Stephen L. Owens Printed Name	_____  Date
_____ Signature of Applicant	_____ Michel Bechirian Printed Name	_____ Date
_____ Signature of Applicant	_____ Niloo Tehrani Printed Name	_____ Date

Form 8B**Subdivider's Statement and Commitment Regarding Notice to New Tenants**

[Sec. 1381(a)(6)(B) & Sec. 1381(a)(6)(C)]

Assessor's Parcel Number: 0843-015Property Address: 668-678 Page Street, San Francisco, CA 94117

The undersigned subdivider hereby certify that he/she will give notices required by the San Francisco Subdivision Code Section 1381(a)(6) to all current lessees or tenants including those who occupy after submission of the application packet for conversion.

Peter M. OwensSignature of ApplicantPrinted NameDateCarolyn A. RadischSignature of ApplicantPrinted NameDateStephen L. OwensSignature of ApplicantPrinted NameDateM. BechirianSignature of ApplicantMichel BechirianPrinted NameDate9/5/17Niloo TehranchiSignature of ApplicantNiloo TehranchiPrinted NameDate9/5/17


Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017
Date


Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17
Date


Signature of Applicant

Spencer K. Jones

Printed Name

9/7/17
Date


Signature of Applicant

Christopher Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17
Date

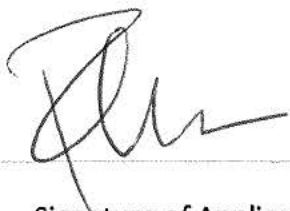
Form 9

Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase

[Sec. 1387]

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

The undersigned Subdividers hereby certify that the present tenant or tenants at the date of filing of the application for a Tentative Map of any unit to be converted or, in the event of a voluntary vacation, or eviction for cause, the tenant or tenants in occupancy at the date of recording of the Parcel Map (or in the case of 5-6 unit buildings, at the date of issuance of the California Bureau of Real Estate's Final Subdivision Public Report) shall be given a nontransferable contract right to purchase the unit occupied at a price no greater than the price offered to the general public, as required by San Francisco Subdivision Code Section 1387.



Signature of Applicant

Peter M. Owens

Printed Name

9/7/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/7/2017

Date

Signature of Applicant

Stephen L. Owens

Printed Name

Date

Signature of Applicant

Michel Bechirian

Printed Name

Date

Signature of Applicant

Niloo Tehranchi

Printed Name

Date

Form 9**Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase**

[Sec. 1387]

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

The undersigned Subdividers hereby certify that the present tenant or tenants at the date of filing of the application for a Tentative Map of any unit to be converted or, in the event of a voluntary vacation, or eviction for cause, the tenant or tenants in occupancy at the date of recording of the Parcel Map (or in the case of 5-6 unit buildings, at the date of issuance of the California Bureau of Real Estate's Final Subdivision Public Report) shall be given a nontransferable contract right to purchase the unit occupied at a price no greater than the price offered to the general public, as required by San Francisco Subdivision Code Section 1387.

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

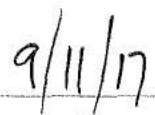
Signature of Applicant

Printed Name

Date



Stephen L. Owens



Signature of Applicant

Printed Name

Date

Michel Bechirian

Signature of Applicant

Printed Name

Date

Niloo Tehranchi

Signature of Applicant

Printed Name

Date

Form 9

Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase

[Sec. 1387]

Assessor's Parcel Number: 0843-015

Property Address: 668-678 Page Street, San Francisco, CA 94117

The undersigned Subdividers hereby certify that the present tenant or tenants at the date of filing of the application for a Tentative Map of any unit to be converted or, in the event of a voluntary vacation, or eviction for cause, the tenant or tenants in occupancy at the date of recording of the Parcel Map (or in the case of 5-6 unit buildings, at the date of issuance of the California Bureau of Real Estate's Final Subdivision Public Report) shall be given a nontransferable contract right to purchase the unit occupied at a price no greater than the price offered to the general public, as required by San Francisco Subdivision Code Section 1387.

Peter M. Owens

Signature of Applicant

Printed Name

Date _____

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date _____

Stephen L. Owens

Signature of Applicant

Printed Name

Date _____

M. Br

Michel Bechirian

9/5/17

Signature of Applicant

Printed Name

Date _____

[Handwritten signature]

Niloo Tehranchi

$$9/5/17.$$

Signature of Applicant

Printed Name

Date _____


Signature of Applicant

Alexander E. Apke

Printed Name

9/7/2017
Date


Signature of Applicant

Anna M. Munoz

Printed Name

9/7/17
Date


Signature of Applicant

Spencer K. Jones

Printed Name

9/8/17
Date


Signature of Applicant

Christopher Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Christine Han Beahn

Printed Name

9/16/17
Date


Signature of Applicant

Geoffrey Pierce

Printed Name

9/5/17
Date













Form No. 10

(To be submitted by all Residential Condominium Conversion applicants)

Proposition "M" Findings Form

**The Eight Priority Policies
of Section 101.1 of the San Francisco Planning Code**

Date: _____

City Planning Case No. _____ (if available)

Address 668-678 Page Street, San Francisco, CA 94118

Assessor's Block 0843 Lot(s) 015

Proposal Condominium Conversion

EIGHT PRIORITY GENERAL PLAN POLICIES

As a result of the passage of Proposition M (Section 101.1 of the San Francisco Planning Code), findings that demonstrate consistency with the eight priority policies of Section 101.1 must be presented to the Department of City Planning as part of your project application review for general conformity with San Francisco's General Plan.

Photographs of the subject property are required for priority policy review and must be submitted as part of the application.

INSTRUCTION TO APPLICANTS: Please present information in detail about how your application relates to each of the eight priority policies listed below. The application will be found to be incomplete if the responses are not thorough. Use a separate document and attach if more space is needed.

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

The property currently consists of six units which are occupied by different owners. Converting the property into condominiums will not change the usage of the property as residential units, and as a result will continue to have use of existing neighborhood-serving retail uses, and will not impact future opportunities for employment and ownership of such businesses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhood;

Converting the property from a six residential unit property to a six residential condominium project will maintain the character of the neighborhood, and the cultural and economic diversity of the neighborhood.

3. That the City's supply of affordable housing be preserved and enhanced;

The conversion of the property to condominiums will have a minimal effect on the supply of affordable housing, and lender rates will be more favorable, making the condos more affordable than if they were tenancy in common interests.

4. That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;

Converting the property from a six residential unit property to a six residential condominium project will have the same requirements for Muni transit service, traffic and parking and will not negatively impact transit or parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

The proposal does not involve commercial office development and will have no effect

on future opportunities for resident employment and ownership in our industrial and service sectors.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

The owners are required to correct existing code violations and to ensure there are no health or safety hazards on the property, as identified in a physical inspection report issued by the Department of Building Inspection. Compliance with the report is a condition of the conversion and will improve safety on the property.

7. That landmarks and historic buildings be preserved; and

The proposal does not involve changes to existing buildings.

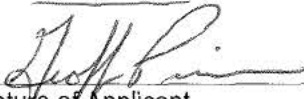
8. That our parks and open space and their access to sunlight and vistas be protected from development.

The conversion of the property into condominiums does not include any construction or expansion and therefore will not affect access to sunlight or open space by the general public.

SIGNATURE

PRINT NAME

UNIT



Geoff Pierce (668 Page St)

9/5/17

Signature of Applicant

Date

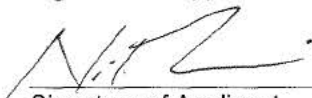


MICHEL BECHIRIAN 678 Page

9/5/17

Signature of Applicant

Date

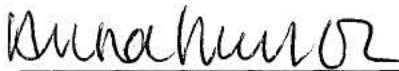


NILOO TEHRANCHI 678 Page

9/5/17

Signature of Applicant

Date

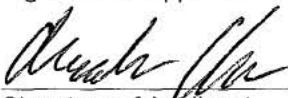


Anna MUNOZ (676 Page)

9/7/17

Signature of Applicant

Date



Alexander Apke (676 Page)

9/7/2017

Signature of Applicant

Date



Spencer Jones (672 Page)

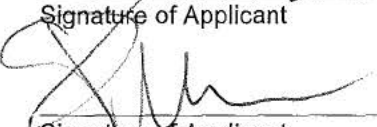
9/8/17

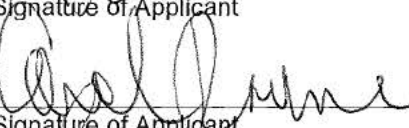
Signature of Applicant

Date

 Christopher Beahan (674 Page St) 9/16/17
Signature of Applicant Date

 CHRISTINE H. BEAHAN (674 Page St) 9/16/17
Signature of Applicant Date

 PETER ADAMS 9/7/2017
Signature of Applicant Date

 CAROLYN A. RADISCH 9/7/2017
Signature of Applicant Date

 GEOFFREY PIERCE 9/11/17
Signature of Applicant Date

Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number:**0843-015****Property Address:****668-678 Page Street, San Francisco, CA 94117**

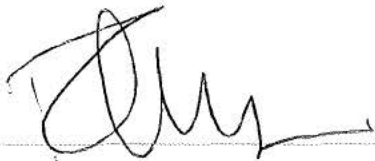
Peter M. Owens, Carolyn A. Radisch and Stephen L. Owens

I, _____, hereby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



Signature of Applicant

Peter M. Owens

Printed Name

9/8/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/8/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEW HAMPSHIRE

County of GRAFTON

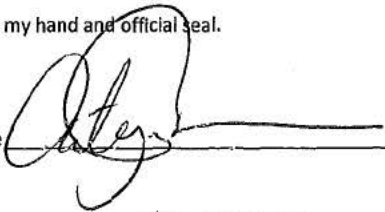
On 9/8/2017 before me, ANTHONY BENWARE, Notary Public, personally appeared

PETER M. OWENS & CAROLYN A. RADISCH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NEW HAMPSHIRE

I certify under PENALTY OF PERJURY under the laws of the State of ~~California~~ NEW HAMPSHIRE that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)

Anthony Benware
Notary Public, State of New Hampshire
My Commission Expires January 14, 2020

Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number:**0843-015****Property Address:****668-678 Page Street, San Francisco, CA 94117**

Peter M. Owens, Carolyn A. Radisch and Stephen L. Owens

I, _____, hereby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date

Signature of Applicant

Stephen L. Owens

Printed Name

Date

9/11/17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CT
County of Hartford
On 9.11.17 before me, Kathleen C. Hanna Notary Public, personally appeared Stephen L. Owens, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen C. Hanna (seal)
Comm. Exp. 2.28.22

Form 12**Owner's Affidavit**

Eviction of Senior, Disabled, or Catastrophically Ill Tenant
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Michel Bechirian and Niloo Tehranchi, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

M. Bechirian

Signature of Applicant

Michel Bechirian

Printed Name

9/13/17

Date

Niloo Tehranchi

Signature of Applicant

Niloo Tehranchi

Printed Name

9/13/17

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of SAN FRANCISCO

On SEPTEMBER 13th, 2017 before me, DANIEL MARCRUM, Notary Public, personally appeared

NILOO TEHRANCHI AND MICHEL BECHIRIAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]* (seal)



Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**

Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Alexander E. Apke and Anna M. Munoz, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Alexander E. Apke
 Signature of Applicant

Alexander E. Apke

Printed Name

9/9/2017
 Date

Anna Munoz
 Signature of Applicant

Anna M. Munoz

Printed Name

9/9/17
 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

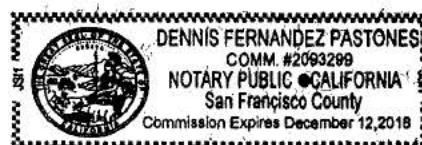
On Sept. 9, 2017 before me, Dennis Fernandez Pastores, Notary Public, personally appeared

Alexander Edward Apke & Anna Munoz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Dennis Fernandez Pastores* (seal)



Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**

Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

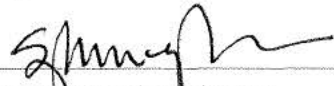
Assessor's Parcel Number: 0843-015Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Spencer K. Jones, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.


 Signature of Applicant

Spencer K. Jones

Printed Name

9/13/17
 Date

Signature of Applicant

Printed Name

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

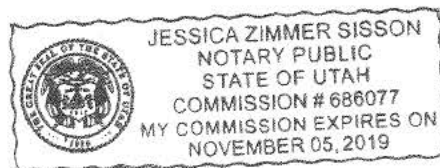
State of UtahCounty of Salt LakeOn 9/15/2017 before me, Jessica Zimmer Sisson, Notary Public, personally appeared

Spencer K. Jones, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



Form 12**Owner's Affidavit**

Eviction of Senior, Disabled, or Catastrophically Ill Tenant
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0843-015

Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Christopher Beahn and Christine Han Beahn, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Christine Han Beahn

Printed Name

16 Sept 2017

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On Sept 16 2017

before me,

Jessica Valentine,
Notary Public

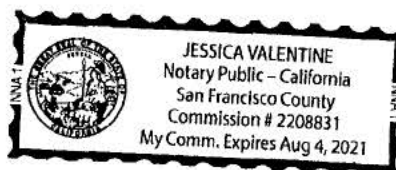
, Notary Public, personally appeared

Christopher Beahn & Christine Han Beahn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



Form 12**Owner's Affidavit****Eviction of Senior, Disabled, or Catastrophically Ill Tenant**
Compliance with Section 1396.2(b) of the San Francisco Subdivision Code

Required for all owners of record

Assessor's Parcel Number: 0843-015
Property Address: 668-678 Page Street, San Francisco, CA 94117

I, Geoffrey Pierce, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, no eviction as defined in San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13) of a senior, disabled person, or catastrophically ill tenant as defined below has occurred, or if such an eviction took place, each unit in the building was occupied by a separate owner of record on April 4, 2006. For purposes of the above statement, a "senior" shall be a person who is 60 years or older and has been residing in the unit for 10 years or more at the time of issuance of the eviction notice; a "disabled" tenant is defined as a person who is disabled within the meaning of Title 42 U.S.C. Section 12102(2)(A); and a "catastrophically ill" tenant is defined as a person who is disabled as defined by above, and who is suffering from a life threatening illness as certified by his or her primary care physician.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Geoffrey Pierce
 Signature of Applicant

Geoffrey Pierce
 Printed Name

9/5/17
 Date

 Signature of Applicant

 Printed Name

 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of SAN FRANCISCO

On 09-05-2017 before me, David Charles Freeman, Notary Public, personally appeared

Geoffrey Pierce, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *David Charles Freeman* (seal)



Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

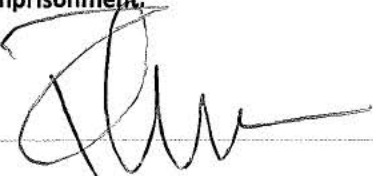
Date:**Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Peter M. Owens, Carolyn A. Radisch, Stephen L. Owens, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



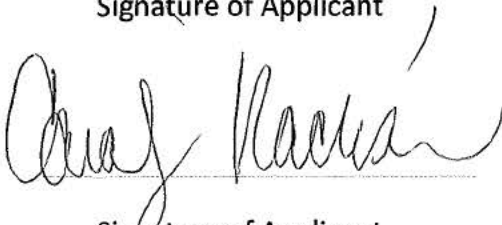
Signature of Applicant

Peter M. Owens

Printed Name

9/8/2017

Date



Signature of Applicant

Carolyn A. Radisch

Printed Name

9/8/2017

Date

Stephen L. Owens

Signature of Applicant

Printed Name

Date

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State of NEW HAMPSHIRE

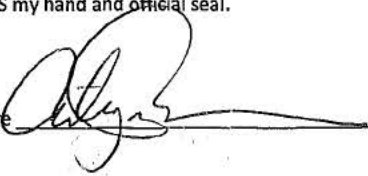
County of GRAFTON

On 9/8/17 before me, ANTHONY BENWARE, Notary Public, personally appeared

PETER M. OWENS & CAROLYN A. RADISCH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ^{NEW HAMPSHIRE} ~~California~~ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)

Anthony Benware
Notary Public, State of New Hampshire
My Commission Expires January 14, 2020

Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Date:**Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Peter M. Owens, Carolyn A. Radisch, Stephen L. Owens, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Peter M. Owens

Signature of Applicant

Printed Name

Date

Carolyn A. Radisch

Signature of Applicant

Printed Name

Date


Signature of ApplicantStephen L. Owens

Printed Name

9/11/17
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of

CT

County of

HartfordOn 9.11.17 before me, Kathleen C. Lanna, Notary Public, personally appeared

Stephen L. Owens, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kathleen C. Lanna (seal)Comm. Exp. 2-28-22

Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Date:**Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Michel Bechirian and Niloo Tehranchi, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

M. Bechirian

Signature of Applicant

Michel Bechirian

Printed Name

9/13/17

Date

Niloo Tehranchi

Signature of Applicant

Niloo Tehranchi

Printed Name

9/13/17

Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIACounty of SAN FRANCISCOOn SEPTEMBER 13th, 2017 before me, DANIEL MARCRUM, Notary Public, personally appeared

NILOO TEHRANCHI AND MICHEL BECHIRIAN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)

Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Date:**Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Alexander E. Apke and Anna M. Munoz, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2005.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

[Signature]
 Signature of Applicant

Alexander E. Apke
 Printed Name

9/9/2017
 Date

[Signature]
 Signature of Applicant

Anna M. Munoz
 Printed Name

9/9/17
 Date

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State of California

County of San Francisco

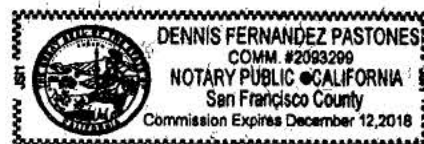
On Sept. 9, 2017 before me, Dennis Fernandez Pastones, Notary Public, personally appeared

Alexander Edward Apke & Anna Maria Munoz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]* (seal)



Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Date:**Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Spencer K. Jones, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.


 Signature of Applicant

Spencer K. Jones
 Printed Name

9/13/17
 Date

 Signature of Applicant

 Printed Name

 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of

Utah

County of

Salt Lake

On 9/13/2017 before me, Jessica Zimmer Sisson Notary Public, personally appeared

Spencer K. Jones, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

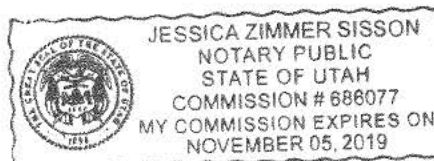
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

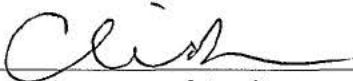
Date:**Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Christopher Beahn and Christine Han Beahn, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.



Signature of Applicant

Christopher Beahn

Printed Name

9/16/17

Date



Signature of Applicant

Christine Han Beahn

Printed Name

16 Sept 2017

Date

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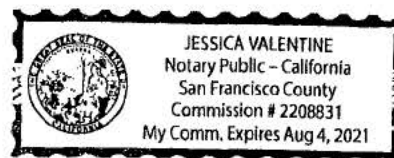
State of CaliforniaCounty of San Francisco**Jessica Valentine,**On September 16 2017 before me, **Notary Public**, Notary Public, personally appeared

Christopher Beahn & Christine Han Beahn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



Form 13**Owner's Affidavit
Eviction of Tenants**

Compliance with Section 1396.2(a) of the San Francisco Subdivision Code

Required for all owners of record

Date:**Assessor's Parcel Number:** 0843-015**Property Address:** 668-678 Page Street, San Francisco, CA 94117

I, Geoffrey Pierce, herby certify under penalty of perjury that the following is true and
print name

correct to the best of my knowledge:

Since May 1, 2005, two or more tenants occupying separate units have not been evicted under San Francisco Administrative Code Section 37.9(a)(8), 37.9(a)(10), 37.9(a)(11), or 37.9(a)(13), or if such evictions took place, each unit in the building was occupied by a separate owner of record on April 4, 2006.

I understand that I am affirming under penalty of perjury to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement may include denial of the condominium conversion subdivision, fines, and/or imprisonment.

Geoffrey Pierce
 Signature of Applicant

Geoffrey Pierce
 Printed Name

9/5/17
 Date

 Signature of Applicant

 Printed Name

 Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On 09.05.2017 before me, David Charles Freeman, Notary Public, personally appeared

Geoffrey Pierce, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *David Charles Freeman* (seal)



**COUNTY RECORDER, DO NOT RECORD THIS DOCUMENT. RECORDATION OF THIS DOCUMENT MAY
CREATE ILLEGAL SUBDIVISION INTERESTS UNDER STATE OR LOCAL LAW.**

**FIRST RESTATED TENANCY IN COMMON AGREEMENT
FOR**

668-670-672-674-676-678 PAGE STREET

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INTRODUCTION

This First Restated Tenancy in Common Agreement is entered into on its Effective Date by and among the "Cotenants" listed in Exhibit A to this Agreement. The Parties are owners of real property commonly known as 668-670-672-674-676-678 PAGE STREET, SAN FRANCISCO, CALIFORNIA (hereinafter "the Property"), and have entered into a co-ownership agreement dated June 4, 2003 entitled "TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" as amended (collectively, the "Original Agreement"), which Original Agreement has been acknowledged by all Cotenants as binding as of the Effective Date of this First Restated Agreement. The Cotenants now wish, with this First Restated Agreement, to replace and supersede the Original Agreement and all previous amendments and supplements to the Original Agreement, except for (i) the "EXHIBIT 'C' TO TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" which is attached to this Agreement as Exhibit C and remains in full force and effect, and (ii) the "FOURTH AMENDMENT TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" which is attached to this Agreement as Exhibit G, and remains in full force and effect. The Parties wish to allocate all costs, obligations, benefits and rights associated with ownership of the Property as provided in this Agreement. The Parties also intend that this Agreement protect the interests of each Lender, and recognize that Lenders will be relying on this protection when they decide whether or not to make loans secured by the Property.

ARTICLE 1—DEFINITIONS AND EXHIBIT LIST

The following initially capitalized nouns have the meanings set forth below whenever used in the Agreement:

"Appraised Value" means the value as determined under Section 11.1.

"Assessment" means the proportionate costs of operating, maintaining and managing the Property assessed against each Cotenant. There are three types of assessments: Regular Assessments, Special Assessments and Reimbursement Assessments. The characteristics of each are described in Article 4. All such Assessments shall be collectively referred to as "Assessments."

"Association" means the group of Cotenants described in this Agreement.

"Association Repair Costs" and "Individual Repair Costs" are defined in Article 5.

"Common Area" means the entire Property except for the Units.

"Designated Party" is defined in Section 2.2.

"Effective Date" means the date determined under Sections 11.2 and 11.3.

"Emergency" shall be defined as a condition within the Property that (i) immediately endangers the integrity of Property, or the safety or health of the Occupants, guests or public, or (ii) is the subject of a condemnation or enforcement action by a governmental agency.

"Exclusive Use Common Area" consists of those portions of Common Area reserved for the exclusive use of a particular Cotenant in this Agreement, and any other building component designed to serve only one Unit but located outside the interior boundaries of that Unit.

"Governmental Regulations" means all applicable laws, ordinances, resolutions, procedures, orders, standards, conditions, approvals, rules, regulations and the like of any governmental entity with jurisdiction over the Property.

"Group" means a group of Parties who together constitute one (1) Cotenant and who together hold one (1) Cotenancy Share.

"Lender" is defined in Section 9.3.

"Notice" means a writing prepared and transmitted in accordance with Section 11.2.

"Occupant" means a person who sleeps in a Unit during more than fourteen (14) days within any thirty (30)-day period.

"Party" means an owner of any interest in the Property during the term of this Agreement, and any current or future signatory to this Agreement.

"Promptly" means within three (3) calendar days of the event triggering the requirement to act.

"Relative Value Percentage" of a Cotenancy Share shall be determined as follows: the Association shall obtain an Appraised Value of each Cotenant's assigned Unit and Exclusive Use Common Area, and the Appraised Values of each Unit and Exclusive Use Common Area shall be divided by the total of all the Appraised Values to determine the Relative Value Percentages.

"Unit" consists of the area bounded by the interior unfinished surfaces of its perimeter walls, bearing walls, floors, fireplaces, ceilings, windows and interior portions of window frames and trim, doors (including windows in doors) and interior portions of door frames and trim, and includes both the portions of the building so described and the airspace so encompassed. A Unit includes (i) the paint on all interior surfaces located or exposed within the Unit, (ii) window sashes or other elements that directly contact the glass portion of the window, (iii) door and window hardware and all mechanical elements of doors and windows, and (iv) portions of the plumbing, heating, and electrical systems serving only the Unit. A Unit does not include any ~~portion of the frames of windows or exterior doors which is not exposed within a unit interior, or any structural component of walls, ceilings, and floors.~~

"Utilities" means gas, oil, electric, water, sewer, scavenger, and other similar services to the Property.

"EXHIBIT A" is the chart showing the Cotenant names, space assignments, purchase prices and percentages.

"EXHIBIT B" is the drawing of the Property showing where the assigned spaces are located.

"EXHIBIT C" is the "EXHIBIT C TO THE TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET, which had been an Exhibit to the Original Agreement, and remains in full force and effect.

"EXHIBIT D" is the Annual Certificate of Validity form, which the Manager is required to complete each year to reaffirm the validity of this Agreement and identify any modifications or amendments that have been made.

"EXHIBIT E" is the Assumption and Release of Obligations form, which must be completed in connection with each resale or other transfer of a Cotenancy Share.

"EXHIBIT F" is the Refinance Certificate form, which must be completed in connection with each refinance of a Cotenancy Share.

"EXHIBIT G" is the FOURTH AMENDMENT TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET which remains in force.

ARTICLE 2--ORGANIZATIONAL MATTERS

2.1 UNDIVIDED PERCENTAGE OWNERSHIP. The Parties recognize that none of them will individually own any particular portion of the Property, or obtain a deeded right to exclusive occupancy of any particular portion of the Property. Instead, each of them will own an undivided percentage interest in the entire property, and entities who are not Parties may hold any of them responsible for any or all of the obligations and liabilities associated with ownership of the Property.

2.2 COTENANCY SHARES AND COTENANTS.

A. The Parties wish to allocate ownership and control of the Association in discrete shares to be referred to in this Agreement as "Cotenancy Shares". A Cotenancy Share may be owned by an individual or a Group. If a Group owns a Cotenancy Share, the following provisions shall apply:

- (1) The Group, collectively, shall be referred to as one (1) Cotenant;
- (2) Each person within the Group shall be jointly and severally liable for all obligations and responsibilities associated with the Cotenancy Share;
- (3) All rights associated with the Cotenancy Share shall be deemed jointly held by the persons within the Group and, absent a written agreement or provision of law to the contrary, all such persons shall be deemed to have equal control of such rights; and
- (4) Any act or omission by one (1) of the persons within the Group shall be deemed the act or omission of the Cotenant.

B. At all times, each Cotenant shall have exactly one (1) Party who is a natural person acting as the Designated Party for his/her Cotenancy Share. The initial Designated Party for each Cotenancy Share shall be specified by the Cotenant at the time he/she first acquires the Cotenancy Share. Thereafter, the identity of the Designated Party may be changed (i) for a period of thirty (30) days following a transfer of any part of the Cotenancy Share, and (ii) on one (1) occasion during each calendar year.

- C. Any Group must (i) within ten (10) days of a Notice from the Manager or any Cotenant so requesting, disclose to all Cotenants the full legal names of each person or entity with any ownership interest in the Group or entity, (ii) provide Notice to each Cotenant within ten (10) days of the date on which there is an addition, subtraction or other change to the list of full legal names of each person or entity with any interest in the Group or entity, and (iii) upon the request of any Party, obtain the signature of any such person or entity on a document guaranteeing the obligations of such Group or entity under the terms of this Agreement.
- D. No Party shall transfer an ownership interest in the Property that does not include all costs, obligations, benefits and rights associated with an entire Cotenancy Share. Any transfer in violation of this Section is void.

2.3 ORGANIZATIONAL STRUCTURE.

- A. The Association is intended to be an unincorporated association under the laws of the State of California. The Association shall not hold title to the Property or to any other real or personal property; rather, title to the Property and to all personal property associated with it, shall be held by one or more of the Parties, subject to the provisions of this Agreement. The Association shall be empowered to obtain a Federal and state tax identification number, open deposit accounts, contract for goods and services as authorized by this Agreement, and perform such other functions on behalf of the Parties as are reasonably necessary to operate the Property and accomplish the purposes of this Agreement, in instances where doing so in the name of all of the Parties would be impossible, impractical or inefficient.
- B. This Agreement is intended to describe terms and conditions upon which each Party shall hold undivided interests in the Property. This Agreement is not intended to create a partnership, joint venture or subdivision. No Party is authorized to act as agent for or on behalf of any other Party, to do any act which would be binding on any other Party, or to incur any expenditures with respect to the Property except as specifically provided in this Agreement. Since the Parties do not intend to create a partnership, pursuant to § 761 of the Internal Revenue Code of 1986, as amended, they elect out of sub-chapter K of chapter 1 of that Code and agree to report their respective shares of income, deductions and credits in a manner consistent with the exclusion from sub-chapter K.
- C. Neither this Agreement nor the manner in which the Property is marketed or sold is intended to create a condominium project, stock cooperative, community apartment project, or planned development. This Agreement is not intended to be recorded in any public record. No deed conveyed to a Party to this Agreement shall refer to any Unit or other portion of the Property, nor shall any of the occupancy arrangements described in this Agreement be described or referred to in any deed or other recorded document. From time to time this Agreement may refer to, incorporate, or paraphrase certain provisions and procedures of California law governing the operation of residential subdivisions, but this practice is not intended to imply that the Property is subject to such law.

2.4 OWNERSHIP, TITLE, AND ALLOCATIONS.

- A. The Parties wish to allocate all costs, obligations, benefits and rights associated with ownership of the Property as provided in this Agreement. They intend that these allocations supersede any presumptions regarding such matters which might otherwise arise as a result of (i) the price paid by a Party for his/her interest in the Property, (ii) the manner in which title to the Property is held, (iii) the acts or omissions of the Parties in relation to the Property, or (iv) the provisions of any other document signed by the Parties. Each Party recognizes and acknowledges that, as a result of assigned Unit improvements, market fluctuations and other

factors, the allocations described in this Agreement will not necessarily reflect the relationship between the value of a Cotenancy Share and the value of the entire Property.

- B.** Without limiting the generality of the preceding paragraph, it is expressly provided, and acknowledged by all Parties on behalf of themselves and successors in interest, that the manner and percentages in which title is held do not determine or affect the allocation of (i) usage rights to Units or to Common Area, (ii) obligations to pay any expense (including property tax, insurance, and repairs), (iii) proceeds from sale of the entire Property, or (iv) proceeds from any additional or replacement financing secured by the Property.

ARTICLE 3—SPACE ASSIGNMENTS AND USAGE/ALTERATION RESTRICTIONS

3.1 ASSIGNMENT OF UNITS AND EXCLUSIVE USE COMMON AREAS. The Parties intend to assign Units and Exclusive Use Common Area to particular Cotenants as shown on Exhibit A. The location of the Units and Exclusive Use Common Areas is shown on Exhibit B. Each Cotenant agrees not to claim a right of occupancy to, or a right to income derived from, another Cotenant's assigned Unit or Exclusive Use Common Area provided all of the latter Cotenant's obligations to the Association and to the other Cotenant have been satisfied.

3.2 EXCEPTIONS TO EXCLUSIVE USAGE RIGHTS. All exclusive usage rights assigned by this Agreement are subject to the following: (i) the right, reserved on behalf of all Occupants, to pass through all assigned areas for escape in an Emergency; (ii) the right, reserved by the Association, to enter all assigned areas for the purposes of performing its duties under this Agreement; (iii) the right, reserved by all Cotenants, to enter all assigned areas where necessary for the purposes of maintaining, repairing or replacing any element for which he/she is responsible under this Agreement; and (iv) the right, reserved by the Association and all Cotenants, for the continued placement of any Utility in same approximate position where it exists as of the Effective Date.

Whenever the Association or a Cotenant temporarily enters an assigned area based upon rights described in this Section, the entry shall be made with as little inconvenience as possible to the Occupants, following seventy-two (72) hours prior Notice; however, no Notice is required for entry in the case of an Emergency.

3.3 RENTALS AND OTHER NON-PARTY USAGE.

A. Entitlement To Rent Assigned Areas.

- (1)** Subject to the restrictions and requirements of this Agreement and applicable law, each Cotenant is permitted to rent out any area of the Property assigned to him/her under this Agreement, and to keep any income generated from such rental. Notwithstanding the preceding sentence, however, no parking or storage rights may only be rented to, and used by, individuals who are Parties or Occupants
- (2)** Notwithstanding the preceding Subsection, if tenants have been evicted from the Property pursuant to San Francisco Administrative Code Sections 37.9(a) (8) ("Owner Move-In Eviction") or 37.9(a)(13) (the "Ellis Act Eviction"), either before or after the Effective Date, all Cotenants must investigate and comply with any resulting restrictions, and individually bear any costs or losses resulting from the existence of such restrictions. Each Cotenant shall indemnify and hold harmless each other Cotenant (and each Party comprising such Cotenant) from any liabilities and costs (including reasonable attorney fees) resulting from such Cotenant's failure to comply with such restrictions.

B. Selection of Rental Tenants.

- (1) **Roommates and Cohabitation.** The rental tenant selection requirements of Subsection (2) shall not apply to instances where a Party is changing the identity or number of Occupants residing with him/her in his/her assigned Unit, provided that a Party continues to be an Occupant of the Unit. However, at least seven (7) days prior to the date on which there will no longer be an Occupant who is a Party, the Cotenant in the Unit must comply with the tenant selection requirements with regard to each non-Party, and each non-Party who is disapproved as a rental tenant shall be required to vacate on the same date that the last Party Occupant vacates.
- (2) **Rejection of Prospective Tenant.** At least seven (7) calendar days before entering into any arrangement (oral or written) under which a Cotenant (the "Proposing Cotenant") will allow one or more other individuals (each a "Prospective Tenant") to use any area of the Property assigned to him/her, regardless of whether the Prospective Tenant will pay any rent for such usage, the Proposing Cotenant shall provide a Notice to each of the other Cotenants together with a standard form rental application completed by each Prospective Tenant. Each Party shall be entitled to contact each Prospective Tenant to arrange a personal or telephone interview. Each Cotenant shall have forty eight (48) hours from receipt of the Notice to provide Notice of his/her disapproval of the Prospective Tenant to the Proposing Cotenant. This time period is intentionally short to minimize the likelihood that the Prospective Tenant will locate an alternative property before the process is completed. Consequently, unless otherwise agreed by the Proposing Cotenant, the inability of a Party to arrange an interview shall not cause this time period to be extended. To be considered valid, the Notice of disapproval must (i) be delivered within the required time frame, and (ii) state a reasonable basis not prohibited by law for disapproval of a specific Prospective Tenant. The fact that a Party does not want a portion of the Property to be rented is not a valid basis for disapproval. A Prospective Tenant shall be deemed approved unless the Proposing Cotenant proposing it receives valid Notices of disapproval from a majority of Cotenants.

- C. Written Agreement.** Before beginning a pattern of repeated usage of any portion of the Property, each non-Party (including those who will use or share a space with a Party who is an Occupant) must sign a written agreement describing the terms of usage and incorporating all of the usage and alteration restrictions in this Agreement. The Cotenant assigned the area to be used or shared by such non-Party shall provide a copy of such written agreement to each Cotenant before the date the non-Party begins a pattern of repeated usage.

- D. Responsibility For Non-Party User's Behavior.** When a Cotenant allows a non-Party to use a Unit or Exclusive Use Common Area assigned to him/her, such Cotenant (the "Responsible Cotenant") becomes responsible for violations of this Agreement by the non-Party and any invitee of the non-Party. The consequence of such responsibility is that if the non-Party or invitee violates this Agreement, the Responsible Cotenant is deemed to have committed an Actionable Violation that is subject to the same procedures and consequences as an Actionable Violation committed by a Party. No one other than the Responsible Cotenant (including another Cotenant or the Occupant of another Cotenant's assigned Unit) shall be required to seek compliance by, attempt to work things out with, or otherwise interact with, the violating non-Party or invitee.

- E. Eviction Restrictions.** Under the circumstances described in Subsection 9.3D, certain Parties who acquire a Cotenancy Share following a foreclosure, are expressly authorized to invoke San Francisco Administrative Code Sections 37.9(a)(8) ("Owner Move-In") or 37.9(a)(13) ("Ellis Act") at his/her/its sole expense for the purpose of evicting rental tenants from the Property without the approval of any other Party. All Parties agree to cooperate in good faith

in such eviction(s), and as applicable, with such cooperation to include them expressing a genuine intention to withdraw the Property from rental use and executing any related documents, and further agree that any action undertaken to prevent or hinder the eviction process shall be an Actionable Violation. All Cotenants acknowledge that an eviction under Section 37.9(a)(13) will need to include all renters then living in the Property, and could result in significant other burdens and restrictions. Except as provided in this paragraph, no Cotenant is permitted to undertake an eviction pursuant to San Francisco Administrative Code Sections 37.9(a)(8) or 37.9(a)(13), ("Ellis Act") without the advance written approval of all Cotenants. Any Party who evicts a tenant from a Unit must comply with all aspects of applicable Governmental Regulations. Any Party who violates this provision of the Agreement shall indemnify and hold harmless all other Parties from any resulting damages including attorney's fees.

3.4 OCCUPANCY LIMITATIONS. The maximum number of adult Occupants permitted in a Unit shall be twice the number of legal bedrooms.

3.5 NON-RESIDENTIAL USE. The Property shall be solely for residential use except that an Occupant may engage in a professional or administrative occupation within the Property if (i) there is no external evidence of business activity, (ii) it conforms to all applicable Governmental Regulations, and (iii) it is merely incidental to the use of the Unit as a residence.

3.6 PARKING.

- A.** As shown on Exhibit B, there are two (2) tandem parking areas within the garage, to be described as "Tandem Parking Area A" and "Tandem Parking Area B". Cotenants Three and Five shall each be permitted to park up to one (1) four-wheel motor vehicle in Tandem Parking Area A provided (i) the vehicle occupies no more than one half (1/2) the length of such Tandem Parking Area, (ii) he/she parks such vehicle in the forward-most available space, (iii) he/she provides a key to such vehicle to the other Cotenant prior to parking, and (iv) by providing such key, he/she authorizes such other Cotenant to move the vehicle for the purpose of egress from the parking area. Similarly, Cotenants Four and Six shall each be permitted to park up to one (1) four-wheel motor vehicle in Tandem Parking Area B provided (i) the vehicle occupies no more than one half (1/2) the length of such Tandem Parking Area, (ii) he/she parks such vehicle in the forward-most available space, (iii) he/she provides a key to such vehicle to the other Cotenant prior to parking, and (iv) by providing such key, he/she authorizes such other Cotenant to move the vehicle for the purpose of egress from the parking area.
- B.** Each Cotenant with parking rights under the preceding Subsection must park such that his/her vehicle is contained entirely within the boundaries of his/her assigned parking area. No Cotenant without parking rights shall park a motor vehicle anywhere on the Property. Strict compliance with these provisions shall be required at all times; "temporary" or "very short term" violations shall be deemed no different from long-term parking or storage. Each Cotenant shall be responsible for violations of this provision by each Party comprising such Cotenant, each Occupant of such Cotenant's assigned Unit, and each invitee of and such Party or Occupant. Any motor vehicle not entirely in compliance shall be deemed "Improperly Parked", and may be removed from the Property and towed to a storage facility without prior Notice or hearing of any kind. The cost of towing and storage shall be levied by the Association against the responsible Cotenant as a Reimbursement Assessment. Neither the Association, nor any Cotenant, nor anyone acting on behalf of the Association or any Cotenant, shall have any liability as a result of exercising the rights provided under this Section. The fact that a motor vehicle or bicycle has been allowed to be Improperly Parked previously shall not diminish or otherwise affect the application of the provisions of this Section, or impose additional duties or responsibilities on the Association or on any Cotenant with regard to the removal of such item.

- C. Major repair of a motor vehicle is not permitted anywhere on the Property. Each Cotenant shall keep his/her designated parking space(s) (if any) neat and clean and shall remove any oil, grease or other waste.
- D. Each Cotenant shall indemnify, defend and hold harmless the Association and all Cotenants against any and all loss, cost or liability including attorney fees, arising out of claims related to ownership, maintenance or use of motor vehicles on the Property by each Party comprising such Cotenant, each Occupant of such Cotenant's assigned Unit, and each invitee of and such Party or Occupant.

3.7 NUISANCE.

- A. No person shall use any part of the Property in a way that unreasonably interferes with the quiet enjoyment of an Occupant, or which is noxious, illegal, seriously annoying or offensive to a person of reasonable and normal sensitivity. There shall be no exterior fires except in barbecue receptacles designed for that purpose. No activity may be carried on that adversely affects insurance coverage or rates on the Property. No Cotenant shall do or permit anything to be done which is in violation of a Governmental Regulation or which will or may decrease the attractiveness, desirability or value of the Property.
- B. Without limiting the generality of the preceding Subsection, all Occupants specifically agree to use reasonable efforts to minimize noise and disruption to other Occupants. Loud noise is prohibited (i) from 10:30 P.M. each day Sunday through Thursday until 8:00 A.M. each day Monday through Friday, and (ii) from 12:00 A.M. until 10:00 A.M. each day Saturday and Sunday. Loud noise is defined as anything that is disturbing to Occupants including but not limited to washer/dryers, kitchen appliances, stereos, televisions, excessive footfalls, and musical instruments, but shall not include noise generated by children under the age of eight (8).
- C. Within ninety (90) calendar days of a Notice from another Cotenant, each Cotenant shall cause each hallway and room of his/her assigned Unit, including kitchens and bathrooms, located above or below a room other than the kitchen or bathroom of such other Cotenant's assigned Unit, to be seventy five percent (75%) carpeted over padding. The provisions of this Subsection apply regardless of whether neither, either, or both such Units are owner-occupied.

3.8 ANIMALS. No animals except domestic dogs and cats, fish, and birds, rodents and reptiles inside cages may be kept in a Unit. The Occupants of a particular Unit may collectively keep not more than two (2) non-caged four-legged pets. Permitted animals shall not be kept, bred, or raised for commercial purposes. All Occupants who keep pets on the Property (i) shall keep such pet under reasonable control at all times, (ii) shall keep any dog on a hand-held leash when outside a Unit, (iii) shall immediately clean up after such pet, (iv) shall be liable for any damage to persons or property proximately caused by such pet, and (v) shall indemnify and hold harmless the Association and all Parties against any and all loss, cost or liability, including attorneys fees, arising out of claims related to such pet.

3.9 GARBAGE DISPOSAL. Unless other arrangements are approved by the Association and made with a scavenger service, each Occupant is responsible for the timely placement of his/her trash and recycling at the curb for pickup and for retrieving associated receptacles within twelve (12) hours after pickup. Equipment for the storage or disposal of trash and recycling shall be kept in a clean and sanitary condition and shall be kept only on the portion of the Common Area approved for this purpose by the Association.

3.10 STORAGE. Each Cotenant shall be entitled to share usage of portion of the garage located below his/her assigned Unit provided (i) he/she does not store items in a manner that interferes with the

parking rights assigned under Section 3.6, (ii) he/she does not consume more than one third (1/3rd) of the usable storage located in such area, and (iii) he/she stores only non-hazardous material organized in a manner which does not create a fire hazard or impair the value or desirability of the Property. Except as provided in the preceding sentence, no one may store any item in Exclusive Use Common Area, or in Common Area, without Association approval. Any item stored in such Common Area without such explicit, written, prior approval, or stored by a Cotenant in Exclusive Use Common Area which is not assigned to him/her, may be removed from such space without prior notice or hearing of any kind, and disposed off, and the reasonable cost of such removal and disposal shall be levied by the Association against the Cotenant who stored such items as a Reimbursement Assessment. Neither the Association, nor any Cotenant, nor anyone acting on behalf of the Association or any Cotenant, shall have any liability as a result of exercising the rights provided under this Section. The fact that items have been allowed to be improperly stored in a particular location for an extended period shall not diminish or otherwise affect the application of the provisions of this Section, or impose additional duties or responsibilities on the Association or on any Cotenant with regard to the removal of such items.

3.11 WINDOW COVERINGS. Unless otherwise approved by the Association, all window coverings visible from the street or Common Area shall be of a material and type commonly used for window coverings.

3.12 SIGNS. Notwithstanding anything to the contrary in this Agreement, except as specifically provided in this Section, no one may place any sign, banner or similar item on any part of the Property (including within a Unit) in a manner that would allow it to be seen from the exterior. The following signs are permitted on or from portions of the Property designated by the Association: (i) non-commercial signs, posters, flags or banners which the Association is required by law to permit, and (ii) "For Sale" or "For Rent" signs that do not exceed nine (9) square feet in size.

3.13 ALTERATIONS OF THE PROPERTY.

- A. Alterations Of Units.** A Cotenant may make alterations within the interior boundaries of his/her assigned Unit that do not alter the exterior appearance of the Property, or impair the structural integrity, mechanical systems, value or desirability of the Property, without approval of the Association or of any other Cotenant. All other alterations require Association approval.
- B. Alterations Of Common Area.** No one may alter Common Area, or Exclusive Use Common Area, without prior, explicit Association approval.
- C. Procedure For Alteration Approval.**

- (1)** Cotenants wishing to make alterations requiring Association approval, (the "Applicant Cotenant") shall call a Special Cotenant Meeting in accordance with the Notice and agenda requirements of this Agreement. The meeting Notice shall include a description of the proposed alteration, including, as appropriate, its shape, height, width, elevation, materials, color, location and such further information as may be necessary to allow the Cotenants to evaluate it fully. Upon the reasonable request of any Cotenant made at the meeting, the Applicant Cotenant shall provide (i) a set of construction drawings prepared by an architect and/or engineer licensed by the State of California, and/or (ii) a certificate by an architect or engineer licensed by the State of California stating that the alteration will not impair structural integrity or mechanical systems of the Property. When such a request is made by a Cotenant, the Applicant Cotenant shall be given Notice. The Applicant Cotenant shall then call another Special Cotenant Meeting in accordance with the Notice and agenda requirements of this Agreement when he/she can comply with the request, including the newly requested information in the meeting Notice.

- (2) Decisions shall be made at the first Cotenant Meeting at which all requested information has been provided, except that, upon the request of any Cotenant, such meeting may be continued for up to thirty (30) days for further investigation and consideration, in which case the decision shall be made by the conclusion of the continued meeting. The Manager shall provide Notice to the Applicant Cotenant of the Association decision. If the Manager fails to provide Notice to the Applicant Cotenant of its decision within ten (10) days following the Cotenant Meeting at which the decision was required, the application shall be deemed approved. If a proposed change is disapproved, the written decision shall include an explanation of why the proposed change is disapproved.
- (3) Decisions regarding alteration approvals shall be made by Cotenant vote. Alterations shall require majority approval unless they fall within one of the categories of decisions requiring unanimous approval under this Agreement. The Association decision must be made in good faith and may not be unreasonable, arbitrary, or capricious. The Association shall approve an alteration only if it makes an affirmative finding that the alteration (i) will not impair the structural integrity or mechanical systems of the Property, (ii) will not detract from the appearance, harmony, attractiveness and enjoyment of the Property, and (iii) will not impose an unreasonable maintenance burden on the Association. The approval or disapproval of an alteration shall not be deemed a waiver of the Association's subsequent right to approve or disapprove a similar alteration or any other matter.

D. Timing and Pace of Work.

- (1) Upon approval of an alteration, the Applicant Cotenant shall diligently proceed with the commencement of all work so approved. Work must be commenced within one (1) year from the date of the approval. If the Applicant Cotenant fails to comply with the provisions of this Subsection, the approval given shall be deemed revoked unless the Association extends the time for commencement. Any request for an extension shall be in writing. The Association shall not grant the extension if it finds that there has been a change in the circumstances under which the original approval was granted.
- (2) All alteration work, including work for which approval was not required, must be diligently and consistently pursued through completion, and must be completed within a reasonable time.

E. Responsibility, Compliance and Inspection.

- (1) Regardless of whether Association approval is required or obtained, in cases where a building permit is required by Governmental Regulations, unless otherwise specifically authorized by the Association, a Cotenant undertaking an alteration shall (i) obtain all required permits and approvals, (ii) provide Notice with a copy of such permits and approvals to each other Cotenant at least ten (10) calendar days before commencing work, and (iii) obtain final governmental inspection and sign-off.
- (2) Each Cotenant shall be responsible for violations of this Section by each Party comprising such Cotenant, each Occupant of such Cotenant's assigned Unit, and each invitee of any such Party or Occupant.
- (3) Any Cotenant, following reasonable Notice, may inspect any work performed on the Property to ensure it is done in accordance with this Article, regardless of whether

approval was required or obtained. If, as a result of an inspection, a Cotenant finds a violation of this Article, he/she may provide Notice to the violating Cotenant of the violation. The Notice shall specify the particulars of non-compliance and shall require the Cotenant to remedy it. If the Cotenant fails to remedy the non-compliance in accordance with the provisions of the Notice, then, after the expiration of thirty (30) days from the date of the Notice, the Cotenant who discovered the alleged non-compliance shall call a Special Cotenant Meeting in accordance with the Notice and agenda requirements of this Agreement to consider the Cotenant's continuing non-compliance. At the meeting, if a majority of all Cotenants finds that there is no valid reason for the continuing non-compliance, the Association shall require the violating Cotenant to remedy it within a period of not more than forty-five (45) days from the date of the ruling. At any time within such period, the Association, upon vote of a majority of all Cotenants, may choose not to wait for the violating Cotenant to act, and instead may act on its own to remedy the non-compliance, and recover any associated expense through the Actionable Violation procedure described in this Agreement.

ARTICLE 4--EXPENSE ALLOCATION AND PAYMENT

4.1 ASSOCIATION EXPENSE ALLOCATIONS.

A. **Property Taxes.** Taxes and assessments imposed on the Property by any governmental authority, ("Property Taxes"), including those elements that are not assessed based on property value, shall be allocated according to "Property Tax Percentage". Property Tax Percentage shall be determined by dividing each Cotenancy Share's "Individual Property Tax Basis" by the "Total Property Tax Basis".

(1) A Cotenant's Individual Property Tax Basis shall be the purchase price he/she paid for his/her Cotenancy Share, as adjusted by any of the following as they may apply:

- (a) **Annual Increases:** Individual Property Tax Basis shall be adjusted annually to reflect increases levied by the county assessor for cost of living and inflation. Such adjustments shall be applied retroactively to the effective date of the county reassessment.
- (b) **Cotenant Improvements:** Where work on an assigned Unit or Exclusive Use Common Area has triggered a reassessment of the Property, the Individual Property Tax Basis for the Cotenancy Share assigned usage of such area shall be increased or decreased by the full amount of such reassessment.
- (c) **Association Improvements:** Where work performed by the Association (as opposed to by a particular Cotenant) has triggered a reassessment of the Property, ~~the Individual Property Tax Basis of each Cotenancy Share shall be~~ adjusted in accordance with the Cotenancy Share's Property Tax Percentage in effect immediately prior to the reassessment.
- (d) **Transfers:** Where the transfer of all or part of a Cotenancy Share triggers a reassessment of the Property, the Individual Property Tax Basis for the Cotenancy Share shall be adjusted to accurately reflect such reassessment.
- (e) **Exemptions:** Any Cotenant who obtains an exemption from the county assessor for a certain amount of assessed value, including an exemption for owner

occupancy, or a Proposition 65 transferred exemption, shall be entitled to the full benefit of the resulting tax reduction, and his/her Individual Property Tax Basis shall be adjusted accordingly. Upon the occurrence of an event which removes or changes such exemption, the Individual Property Tax Basis shall be correspondingly adjusted.

- (2) Where a Party transfers one or more Cotenancy Shares and retains one or more, such Party shall have as its Individual Property Tax Basis the assessed value of his/her Cotenancy Shares prior to the transfer, multiplied by the percentage of title of the Property he/she has retained.
- (3) The Total Property Tax Basis shall be the sum of the Individual Property Tax Bases for all Cotenants.

Notwithstanding anything to the contrary in this Agreement, the Manager shall adjust the Property Tax Percentages, as well as any Operating Budget and Assessment based upon them, whenever he/she reasonably anticipates that an event will trigger a tax reassessment. Such an adjustment shall be made as quickly as possible following the event, subject to the time periods required under this Agreement for Notices relating to Assessment increases. The adjustment shall not require the approval of the Association. In addition, notwithstanding anything to the contrary in this Agreement, to the extent that the Manager determines that a Cotenant has overpaid or underpaid Property Tax, he/she shall either (i) levy a Reimbursement Assessment in the case of an underpayment, or (ii) provide a refund in the case of an overpayment. The transferee of a Cotenancy Share shall be responsible to the Association for underpayment of Property Tax by any prior owner of the Cotenancy Share, but shall be entitled to collect any amount owing from such prior owner. No current or former Party shall be absolved of responsibility for Property Tax based upon the fact that the Association, or a Manager, failed to include such Property Tax in an Assessment or failed to notify the Party of such Property Tax.

THIS SUBSECTION IS EXPRESSLY INTENDED TO PRESERVE THE PROPERTY TAX BASIS OF PRIOR OWNERS IN A PARTIAL SALE, AND TO MAKE BUYERS OF COTENANCY SHARES PAY TAX BASED ON THEIR PURCHASE PRICE JUST AS IF THEY BOUGHT A CONDOMINIUM OR SINGLE FAMILY HOME.

- B. **Insurance Costs.** Except as otherwise provided in Exhibit C, the cost of all insurance required by this Agreement (the "Association Insurance Costs") shall be allocated equally among the six (6) Cotenancy Shares. Costs associated with any additional insurance obtained by a Cotenant shall be the responsibility of that Cotenant.
- C. **Repair Costs.** Except as otherwise provided in Exhibit C, all costs associated with maintenance and repair of the Property (the "Repair Costs") shall be categorized as either "Individual Repair Costs" or "Association Repair Costs" as described in this Agreement. Each Cotenant shall be responsible for his/her Individual Repair Costs. Association Repair Costs shall be allocated equally among the six (6) Cotenancy Shares.
- D. **Utility Costs.** Each Cotenant shall be responsible for the cost of all Utilities separately metered and billed to his/her assigned Unit (the "Individual Utility Costs"). The cost of all other Utilities (the "Association Utility Costs") shall be allocated according to the ratio of the number of Occupants in the Cotenant's Unit to the total number of Occupants served by the Utility. In the event a Utility serving the Common Area is metered separately to a Unit, the Association shall compute the portion of the cost of such Utility that is attributable to Common Area service, categorize such portion as an Association Utility Cost, and reimburse the affected Cotenant for such cost on a monthly basis.

- E. Condominium Conversion Costs.** In the event the Cotenants undertake the process of converting the Property to condominiums, associated costs shall be allocated as follows:
- (1) Surveying fees, legal fees, application fees, inspection fees and recording fees (parts of the "Association Conversion Costs") shall be allocated equally among the six (6) Cotenancy Shares.
 - (2) Costs associated with required maintenance and repair of the Property shall be categorized as either Individual Repair Costs or Association Repair Costs as provided in Article 5. Each Cotenant shall be responsible for his/her Individual Repair Costs. Association Repair Costs shall be allocated equally among the six (6) Cotenancy Shares.
 - (3) Each Cotenant shall be responsible for all costs associated with the financing he/she obtains for his/her Condominium.
- G. Rental Expenses.** Any Cotenant who rents out a portion of the Property shall be responsible for all costs associated with such rental including, but not limited to, solicitation of tenants, rent collection and eviction.
- H. Other Expenses.** Except as specifically provided elsewhere in this Agreement, all other expenses shall be allocated equally among the six (6) Cotenancy Shares.
- I. Method of Payment.** Each Cotenant shall pay his/her share of Property Taxes, Association Insurance Costs, and Association Utility Costs to the Association as part of his/her Regular Assessment. Each Cotenant shall also pay a portion of his/her Association Repair Costs to the Association as part of his/her Regular Assessment. Each Cotenant shall pay the remainder of his/her Association Repair Costs, Association Conversion Costs, and other Association expenses as part of Special Assessments.
- J. Offsets.** To the extent that any Cotenant has any outstanding obligation to the Association under this Section, (i) the Association shall be entitled to withhold the amount of such obligation from any distribution of funds otherwise due to the Cotenant, and (ii) in addition to all other remedies provided by this Agreement, such Cotenant hereby assigns to the Association the right to collect any rent payable on the Cotenant's assigned Unit and Exclusive Use Common Area and to apply such rents to satisfaction of the Cotenant's outstanding obligation.
- 4.2 OPERATING BUDGET AND REGULAR ASSESSMENTS.**
- A. Content of Operating Budget.** Each year, the Cotenants shall create a *pro forma* "Operating Budget" describing the anticipated funding requirements of the Association. The Operating Budget shall consist of (i) the "Operating Expenses" which shall include Property Taxes, Association Insurance Costs, Association Utility Costs and an allowance for minor Association Repair Costs, and (ii) the "Reserves" which shall provide an accumulating allowance for periodic major Association Repair Costs including but not limited to roof replacement and exterior painting.
- B. Computation and Allocation of Operating Expenses.** Each year, the Cotenants shall estimate the annual cost of each of the Operating Expenses based upon the best available information. The Cotenants shall then allocate each of the components of the Operating Expenses as described in this Agreement.

- C. Computation and Allocation of Reserves.** Each year, the Cotenants shall estimate the remaining useful life of each major component of the Property which the Association is obligated to maintain. Only those components with a remaining useful life of less than fifteen (15) years shall be included in the computation of the Reserves. With regard to each such component, the Cotenants shall then (i) estimate the replacement cost, making reasonable allowances for inflation, (ii) subtract any amounts previously collected and currently in Association accounts specifically for payment of the replacement cost, (iii) divide the difference by the number of years of remaining useful life. This computation shall determine the amount to be collected during the year for each component. The sum of the computations for each component shall be the total Reserves for the year, and shall be allocated as provided for Association Repair Costs in this Agreement.
- D. Creation and Approval.** The Cotenants shall adopt an Operating Budget (i) for the remainder of the Calendar Year in which this Agreement is signed, within five (5) calendar days of the Effective Date of this Agreement, and (ii) for each subsequent calendar year, between forty five (45) and sixty (60) calendar days before the beginning of the year. The Manager shall prepare a draft Operating Budget and convene a Cotenant Meeting to present it to the Cotenants. No Cotenant shall unreasonably withhold his/her approval of an Operating Budget. The Operating Budget shall be adopted if approved by a majority of Cotenants.
- E. Regular Assessments.** Each Cotenant's allocated share of the Operating Budget shall be divided into equal monthly payments (the "Regular Assessments"). The Manager shall provide Notice to each Cotenant of (i) the amount of the Regular Assessment for the upcoming year at the same time he/she distributes the Operating Budget, and (ii) any change in the Regular Assessments not less than thirty (30) calendar days before the due date of such changed Assessment. No later than the first day of each month after the Effective Date of this Agreement, each Cotenant shall provide his/her Regular Assessment to the Manager.
- F. Adjustments.**
- (1) When there is a demonstrable increase or decrease in the cost of an item included in the Operating Budget during the course of a fiscal year, the Manager may revise the Operating Budget to correspond with such increase or decrease, and adjust the Regular Assessments accordingly. No Association approval shall be required for such an adjustment. To implement such an adjustment, the Manager must provide verifiable documentation showing the cost increase or decrease with the Notice showing the revised budget and the Regular Assessment adjustment at least thirty (30) days before the due date of the first affected Regular Assessment payment. Any Cotenant may challenge the validity of an adjustment implemented under this Section by convening a Cotenant Meeting, during which the Cotenants, by majority vote, may overrule the Manager's decision provided there is a reasonable basis for doing so. However, the intention of a Cotenant to challenge the validity of an adjustment shall not provide a legitimate basis for not paying the adjusted Regular Assessment amount; rather, the adjusted amount shall be payable until the due date of the first Regular Assessment payment due after the Manager's decision is overruled.
 - (2) The Manager may also propose a revision of the Operating Budget that is not based on a demonstrable increase or decrease in the cost of an item, and convene a Cotenant Meeting to present the revision to the Cotenants. No Cotenant shall unreasonably withhold his/her approval of a revised Operating Budget. An Operating Budget revised in this manner shall be adopted if approved by a majority of Cotenants.

4.3 SPECIAL ASSESSMENTS.

- A.** The Association may impose "Special Assessments" to defray any Association expenses that were not anticipated in the Operating Budget. Special Assessments shall be imposed on all Cotenants. (Assessments imposed against fewer than all Cotenants shall be deemed "Reimbursement Assessments" rather than Special Assessments.)
- B.** A "Mandatory Special Assessment" is a Special Assessment for Property Taxes, Association Insurance Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs for work that is required under this Agreement, and replenishment of the minimum balance in the Operating Account. The Manager may impose a Mandatory Special Assessment at any time without Association approval. The Manager must provide verifiable documentation showing the expense with the Notice of the Special Assessment at least sixty (60) days before the due date of the Special Assessment, along with a Notice showing the amount and due date of the Assessment. Any Cotenant may challenge the validity of a Mandatory Special Assessment imposed under this Section by convening a Cotenant Meeting, during which the Cotenants, by majority vote, may overrule the Manager's decision provided there is a reasonable basis for doing so. However, the intention of a Cotenant to challenge the validity of a Mandatory Special Assessment shall not provide a legitimate basis for not paying the Mandatory Special Assessment; rather, if the due date of the Mandatory Special Assessment arrives before the Manager's decision is overruled, the Mandatory Special Assessment is payable in full, and failure to pay it in full will constitute an Actionable Violation.
- C.** Any Cotenant may propose a Special Assessment at a Cotenant Meeting. Notice of the meeting shall include an agenda item describing the proposed Special Assessment. The voting requirements for approval of such a Special Assessments are described in the voting provisions of this Agreement. If the Special Assessment is approved, the Manager shall Promptly prepare a Notice for each Cotenant stating the amount and due date, which shall be no sooner than fifteen (15) calendar days after the Notice.

4.4 REIMBURSEMENT ASSESSMENTS.

- A.** In instances where this Agreement specifically mandates the imposition of a Reimbursement Assessment, the Assessment shall be imposed by the Manager without Association approval. The Manager shall prepare a statement for the affected Cotenant stating the amount due from that Cotenant and the due date, which shall be no sooner than fifteen (15) calendar days after the Notice.
- B.** In all other instances, a Reimbursement Assessment may be levied by the Association against any Cotenant to enforce such Cotenant's obligations and responsibilities under this Agreement, and any Manager or any Cotenant may propose the Reimbursement Assessment at a Cotenant Meeting. Notice of the meeting shall include an agenda item describing the proposed Reimbursement Assessment. If the Reimbursement Assessment is approved, the Manager shall Promptly send a Notice to the affected Cotenant stating the amount due and the due date. Any funds determined to be due from a Cotenant shall be due no sooner than fifteen (15) calendar days after the Notice.

4.5 OPERATING ACCOUNT.

- A. Establishment.** The "Operating Account" shall be the depository for all Association funds other than those which are part of the Default Fund. No later than thirty (30) calendar days from the Effective Date of this Agreement, the Manager shall open an Operating Account at a federally

insured banking institution and deposit each Cotenant's initial Regular Assessment. Each Cotenant shall be a signatory to this account. A minimum balance of one thousand dollars (\$1,000) shall be maintained in the Operating Account at all times.

- B. Mandatory Disbursements.** The Manager may make "Mandatory Disbursements" from the Operating Account without Association approval. Mandatory Disbursements shall be defined as payments due for Property Taxes, Association Insurance Costs, Association Utility Costs, Association Conversion Costs, and Association Repair Costs for work which is required under this Agreement.
- C. Discretionary Disbursements.** Any disbursement which is not defined as a Mandatory Disbursement shall be considered a "Discretionary Disbursement", and must be approved in accordance with the voting requirements described in the voting provisions of this Agreement.
- D. Withdrawals From Operating Account.** Funds may be withdrawn from the Operating Account only for disbursements authorized under this Section. A Cotenant shall not be entitled to withdraw any funds from the Operating Account in connection with a transfer of his/her Cotenancy Share.

4.6 DEFAULT FUND.

- A. Purpose.** To protect the equity in the Property, and the credit ratings and other assets of the Parties, the Cotenants shall establish a Default Fund containing funds to be used in the case of the non-payment of a Regular Assessment by a Cotenant.
- B. Default Fund Account.** Funds in the Default Fund shall be kept in a separate account (the "Default Fund Account") which shall be used for no other purpose. Each Cotenant shall be a signatory to this account.
- C. Amount and Timing of Deposits.** No later than ten (10) days from the Effective Date of this Agreement, the Cotenants shall establish the Default Fund and each Cotenant shall deposit an amount equal to two (2) Regular Assessments. Within thirty (30) days following any substantial adjustment in any Cotenant's Regular Assessment, his/her deposit to the Default Fund shall be correspondingly adjusted, and he/she shall provide to, or receive from, the Manager any funds necessary to accomplish such adjustment. Any time money is withdrawn from the Default Fund to satisfy an obligation of a Cotenant, such Cotenant shall be required to replace such funds Promptly.
- D. Withdrawals From Default Fund.** Funds may be withdrawn from the Default Fund only (i) in the case of the non-payment of a Regular Assessment by a Cotenant, (ii) following a downward adjustment in his/her Regular Assessment as provided in the preceding Subsection, or (iii) upon approval of all Cotenants. ~~A COTENANT SHALL NOT BE ENTITLED TO WITHDRAW ANY FUNDS FROM THE DEFAULT FUND IN CONNECTION WITH A TRANSFER OF HIS/HER COTENANCY SHARE; RATHER, A TRANSFERRING COTENANT WHO WANTS TO BE REIMBURSED FOR SUCH CONTRIBUTIONS SHALL BE RESPONSIBLE TO COLLECT SUCH AMOUNTS FROM HIS/HER TRANSFEREE.~~

ARTICLE 5—REPAIRS AND INSURANCE

5.1 INDIVIDUAL MAINTENANCE AND REPAIR. The costs associated with the maintenance, repair and replacement described in this Section shall be "Individual Repair Costs".

- A. Assigned Unit.** Each Cotenant shall maintain, repair and replace all elements of his/her assigned Unit in a condition that does not impair the value or desirability of other Units and the Property as a whole.
- B. Exclusive Use Common Area.** Each Cotenant shall maintain, repair and replace the following elements of his/her assigned parking area (if any) in a condition that does not impair the value or desirability of other Units and the Property as a whole: (i) any finished wall, floor, or ceiling surfaces which serve only his/her assigned area, and (ii) all elements (except exterior paint) of any door and window, including the opening mechanism, which serve only his/her assigned area.
- C. Failure To Maintain.** If a Cotenant fails to satisfy his/her maintenance, repair or replacement requirements, the Association may do so and assess any associated expense as a Reimbursement Assessment. However, the failure of the Association to do so shall not shift to it the responsibility for any loss or damage resulting from the Cotenant's failure.
- D. Building Permits and Approvals.** In cases where a building permit is required by Governmental Regulations, a Cotenant undertaking maintenance, repair and replacement shall, unless otherwise specifically authorized by the Association: (i) obtain all required permits and approvals, (ii) provide Notice with a copy of such permits and approvals to each other Cotenant at least ten (10) calendar days before commencing work, and (iii) obtain final governmental inspection and sign-off.
- E. Timing of Work Completion.** All work performed by or on behalf of a Cotenant must be diligently and consistently pursued through completion, and must be completed within a reasonable time.

5.2 ASSOCIATION MAINTENANCE AND REPAIR. The costs associated with the maintenance, repair and replacement described in this Section shall be "Association Repair Costs".

- A. Common Area.** Except as otherwise provided in Exhibit C, the Association shall maintain, repair and replace all Common Area which is not Exclusive Use Common Area in good condition and repair.
- B. Exclusive Use Common Area.** Except as otherwise provided in Exhibit C, the Association shall maintain, repair and replace in good condition and repair all elements of Exclusive Use Common Area which are not required to be maintained by a Cotenant under Section 5.1B.

5.3 CONSEQUENTIAL DAMAGE AND LOSS. The following provisions shall supersede the general rules described in Sections 5.1 and 5.2.

A. Damage Due To Conduct.

- (1) Cotenant Responsibility.** Each Cotenant is responsible for the costs of all maintenance, repair and replacement of all areas of the Property necessitated by the acts or omissions of him/herself, his/her guests, invitees (including independent

contractors and employees), any Occupants of his/her assigned Unit and of the guests and invitees of such Occupants. The Association shall perform the work, and shall assess the cost as a Reimbursement Assessment.

- (2) **Association Responsibility.** The Association is responsible for the costs of all maintenance, repair and replacement of all areas of the Property necessitated by the conduct and behavior of its invitees (including independent contractors and employees).

B. Damage Due To Malfunction.

- (1) **Covered Loss/Point of Origin.** In instances where the damage is not the result of conduct as described in Section 5.3A, to establish responsibility for costs of repair or replacement in instances where no one is at fault, the Association shall determine the following:
- (a) Whether the loss would be covered by a typical policy of fire and casualty insurance required to be maintained either by the Association, or by a Cotenant, under the insurance provisions of this Agreement (a "Covered Loss"); and
 - (b) Whether the Association, or a particular Cotenant or subgroup of Cotenants, is responsible to for the maintenance, repair and replacement of the specific element that is the "Point of Origin". The Point of Origin is the specific element of the Property that malfunctioned first, and began the chain of events that led to the loss or damage.
- (2) **Covered Loss/Association Policy.** If the loss is a Covered Loss under a policy the Association is required by this Agreement to carry, the Association shall submit a claim for such loss. To the extent the cost of repair or replacement exceeds policy limits or is within a policy deductible, or if coverage is denied despite reasonable efforts by the Association, such cost of repair or replacement shall be allocated based on Point of Origin as provided in Subsection (4) below. However, if there is no coverage as a result of the failure of the Association to maintain coverage required by this Agreement, the Association shall pay the entire cost of repair or replacement.
- (3) **Covered Loss/Cotenant Policy.** If the loss is a Covered Loss under a policy a Cotenant is required by this Agreement to carry, the Cotenant shall submit a claim for such loss. Since each Cotenant determines the policy limits and deductibles associated with the fire and casualty coverage he/she obtains, each Cotenant shall responsible for all cost of repair or replacement exceeding policy limits or within a policy deductible. If coverage is denied despite reasonable efforts by the Cotenant, the cost of repair or replacement shall be allocated based on Point of Origin as provided in Subsection (4) below. If there is no coverage as a result of the failure of the Cotenant to maintain coverage required by this Agreement, such Cotenant shall pay the entire cost of repair or replacement.
- (4) **Non-Covered Loss/Denial of Coverage.** If the loss is not a Covered Loss (as defined above), or where the preceding Subsections provide that the cost of repair or replacement shall be allocated based on Point of Origin, the following provisions shall apply:
- (a) If the Association is responsible for the element at the Point of Origin, it shall be responsible for the costs of repair or replacement. For example, if the Association is responsible for exterior painting and siding, and water intrudes

into the building from the side, damaging the interior of a Unit, the Association would be responsible for the cost of repair or replacement of damage to, or within, the Unit.

- (b) If a Cotenant is responsible for the element at the Point of Origin, he/she shall be responsible for the costs of repair or replacement. For example, if a Cotenant is responsible to maintain a plumbing pipe, and the pipe bursts resulting in damage to the Common Area and to another Unit, the Cotenant would be responsible for the cost of repair or replacement of all the damage to, or within, the Common Area and the other Unit. In such an instance, the Association shall perform the work in the Common Area and the other Unit, and shall assess the cost as a Reimbursement Assessment.

5.4 INSURANCE COVERAGE.

A. Liability Insurance.

- (1) The Association shall maintain a policy insuring the Association against public liability incident to the ownership and use of the Property, including but not limited to claims for wrongful eviction. Limits of liability shall not be less than a combined limit of one million dollars (\$1,000,000) for injury, death and property damage. The policy shall contain a severability of interest endorsement precluding the insurer from denying coverage to a named insured because his/her act or omission created liability in favor of another insured.
- (2) Each Cotenant must obtain and maintain insurance covering his/her personal liability. Limits of liability shall not be less than a combined limit of five hundred thousand dollars (\$500,000) for injury, death and property damage.

B. Casualty Insurance.

- (1) The Association shall maintain a master policy of fire and casualty insurance covering the Property, including all cabinetry, counters, built-in appliances, or other fixtures or elements permanently attached to the Property. Such policy shall provide a multi-peril coverage endorsement, and coverage for such other risks as are commonly covered with respect to Properties similar to the Property in construction, location and use, or such other fire and casualty insurance as the Association determines gives substantially equal or greater protection. Coverage shall be in an amount equal to the full replacement value of the insured items and elements.
- (2) Each Cotenant or, in the case of a leased or rented Unit, the Occupants of the Unit, must obtain and maintain insurance covering those portions of his/her personal property not covered by the Association casualty insurance coverage.
- (3) For the purposes of interpreting and applying any and all provisions of any casualty insurance policy covering any portion of the Property and its contents, a Unit and Exclusive Use Common Area shall not be deemed to include, and Common Area shall be deemed to include, cabinetry, counters, built-in appliances, and other fixtures or elements permanently attached to the Property, even if such elements are located within the perimeter boundaries of a Unit. These modified definitions shall apply for the exclusive purposes of interpreting and applying provisions of casualty insurance policies, and for absolutely no other purposes. Other provisions of this Agreement shall

be used for all other purposes, including the allocation of responsibility and cost for maintenance, repair and replacement between the Cotenants and the Association, and the allocation of such responsibility and cost among the Cotenants.

- C. Inability To Obtain Insurance.** If the insurance required by this Agreement is difficult, impractical or unduly expensive to obtain, the Association shall obtain insurance as nearly equivalent to the required insurance as is reasonably available.
- D. Claims Against Association Insurance.** A decision not to submit a particular claim to a Association insurance carrier must be approved by any Cotenant who will be forced to pay additional repair or replacement costs as a result of the decision.
- E. Casualty Insurance Proceeds.**
- (1) When a particular Cotenant is responsible to repair and replace an item under this Agreement (as opposed to where he/she is responsible only to pay the cost of repair or replacement), and the Association receives insurance proceeds for repair or replacement of the item, the proceeds shall be distributed to such Cotenant, subject to the limitations in Subsection (2) below.
 - (2) When Subsection (1) entitles one or more Cotenants to receive proceeds from Association insurance, but such proceeds must be allocated between Cotenants or between the Association and one or more Cotenants, the Association shall use information provided by the insurance carrier relating to how the amount of proceeds was calculated, to the extent such information is available. When such information is not available, or when such information is incomplete, the proceeds shall be allocated in proportion to the cost of repair or replacement of the damaged or lost items.
 - (3) If Association insurance proceeds allocated to a particular Cotenant are insufficient to pay the costs of repair or replacement for which such Cotenant is responsible, the Cotenant shall pay the additional amounts. Similarly, where a Cotenant is responsible for the cost of repair or replacement (as opposed to where he/she is responsible to repair and replace the item), and the Association insurance proceeds allocated to such repair or replacement do not cover the full cost, the Cotenant shall pay the additional amounts.

ARTICLE 6-- DECISIONMAKING AND MANAGEMENT

6.1 VOTING.

- A. Meetings and Agenda.** Decisions may be made only at Regular or duly Noticed Special Cotenant Meetings attended by representatives of at least two (2) Cotenants. Regular Cotenant Meetings shall take place on the first Sunday of each November at 7:00 P.M. at the home of the Manager. Any Cotenant may create an agenda for a Regular Cotenant Meeting provided he/she provides it as a Notice to each Cotenant at least fourteen (14) calendar days before the Cotenant Meeting. Special Cotenant Meetings may be called by any Cotenant at any reasonable weekend or evening time provided he/she provides Notice and an agenda to each Cotenant at least fourteen (14) calendar days before the Cotenant Meeting. Matters not described on an agenda may not be decided at Regular or Special Cotenant Meetings unless all Cotenants are represented. The Manager shall prepare minutes of each Cotenant Meeting, which shall be signed by each person attending.

- B. Voting Power and Abstention.** Each Cotenant shall have one (1) vote of equal weight. Only the Designated Party for a Cotenancy Share shall be permitted to vote on behalf of such Cotenancy Share, and it shall be conclusively presumed for all purposes that the Designated Party was acting with the authority and consent of all other Parties comprising that Cotenant. Fractional votes are not allowed. Decisions requiring majority approval shall be deemed approved if a majority of non-abstaining Cotenants approve them (and in a case where only two Cotenants are voting, a "majority" shall be considered both Cotenants), and decisions requiring approval of all Cotenants shall be deemed approved if all non-abstaining Cotenants approve them.
- C. Vote Required For Association Action.** Except as otherwise provided in this Agreement, a majority of votes shall be required for Association action. The following acts require approval of all Cotenants:
- (1) Selling the entire Property;
 - (2) Approving a Special Assessment which is not a Mandatory Special Assessment (meaning it is not for Property Taxes, Association Insurance Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs for work which is required under this Agreement), if the sum of the non-Mandatory Special Assessment and all other non-Mandatory Special Assessments made within the preceding three (3) month period would exceed one thousand five hundred dollars (\$1,500);
 - (3) Approving a Discretionary Disbursement (meaning it is not for Property Taxes, Association Insurance Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs for work which is required under this Agreement), if the sum of a particular Discretionary Disbursement and all other Discretionary Disbursements made within the preceding three (3) month period would exceed one thousand five hundred dollars (\$1,500);
 - (4) Except as specifically provided in this Agreement, altering, reconfiguring or redefining the boundaries of a Unit or Exclusive Use Common Area, reassigning usage or possessory rights to any area of the Property, or removing or modifying any entitlement for additions or alterations;
 - (5) Changing the allocation of responsibility for maintenance, repair or replacement of the Property between the individual Cotenants and the Association;
 - (6) Changing the method of allocating expenses or distributions among the Cotenants, including borrowing rights;
 - (7) Engaging in any business other than the operation of the subject Property with Association funds;
 - (8) Entering into any contract with any entity owned by or affiliated with any Party;
 - (9) Changing any usage rule that would significantly diminish a usage right, such as rental rights, or Occupant or pet allowances; and
 - (10) Doing any act in contravention of this Agreement.

- D. Deadlock.** In the event of a deadlock, the matter shall be resolved as provided in Section 11.10. Absent law or a provision of this Agreement requiring a particular decision, any arbitrator shall make his/her decision in accordance with what he/she believes to be the course of action most likely to preserve and enhance the value of the Property without placing an unnecessary financial hardship on any Cotenant.
- E. Proxies.** Parties may vote in person or by proxy. All proxies shall be in writing, dated, signed by the Party, and filed with the Manager before the Cotenant Meeting. Every proxy shall be revocable and shall automatically cease upon any of the following events:
- (1) Conveyance by the Party of his/her Cotenancy Share;
 - (2) Receipt of Notice by the Manager of the death or judicially declared incompetence of the Party; or
 - (3) The expiration of eleven (11) months from the date of the proxy or the time specified in the proxy for expiration, not to exceed three years.
- F. Suspension of Voting Rights.** During any period when a Cotenant is in Default, all voting rights of such Cotenant shall be suspended.

6.2 MANAGER. A "Manager" shall be elected at all Regular Cotenant Meetings. Each Manager shall serve until the next Regular Cotenant Meeting unless he/she resigns or is terminated for cause. Mid-term vacancies shall be filled at a Special Cotenant Meeting. The Party receiving the largest number of votes shall be elected. The Manager shall be compensated for his/her services in an amount agreed by a majority of Cotenants, and no Cotenant shall withhold consent to an amount equivalent to thirty percent (30%) less than that charged by local, professional management companies for similar services. In the event that no Cotenant seeks election as Manager, or in the event that no Cotenant is elected, the Cotenants shall retain a non-Cotenant manager or management company to act as Manager. All management costs shall be allocated among the Cotenants equally. The Manager's duties shall be as provided below.

- A. Association Maintenance, Repair, Replacement and Improvement.** The Manager shall facilitate all maintenance, repair, replacement and improvement undertaken by the Association as follows.
- (1) If he/she reasonably believes that repair or replacement is mandated by this Agreement, he/she may proceed with it without further Association approval, provided that if the repair or replacement will cost more than one thousand five hundred dollars (\$1,500), he/she must solicit and obtain at least two bids for the work prior to contracting for it.
 - (2) In all other instances, he/she shall solicit and obtain at least two bids for the work and ~~submit the matter to the other Cotenants for decision in accordance with this Agreement before proceeding.~~
 - (3) In all instances, he/she shall:
 - (a) Use only licensed and fully insured contractors unless otherwise specifically authorized by the Association;

- (b) In cases where a building permit is required by Governmental Regulations, unless otherwise specifically authorized by the Association, require that the contractor obtain all required permits and approvals, and ensure that the contractor obtains final governmental inspection and sign-off;
 - (c) Enter into a written agreement for the work that describes, in detail, the scope of work, amount of payment, and timing of payment;
 - (d) Arrange for access to the work area;
 - (e) Monitor the progress of the work by inspecting it with reasonable regularity; and
 - (f) Upon completion of the work, perform a reasonable inspection to determine completeness and quality prior to making final payment.
- (4) It is expressly provided that unless the Manager completes the repair him/herself, he/she shall not be responsible for improperly completed repairs.
- B. **Cleaning.** The Manager shall arrange and facilitate regular cleaning and maintenance of Common Areas other than Exclusive Use Common Areas in accordance with the schedule of tasks to be attached to this Agreement.
- C. **Keys.** The Manager shall maintain keys to all Units and locked Exclusive Use Common Areas, but may enter these areas only in an Emergency.
- D. **Accounting.** The Manager shall (i) use his/her best efforts to collect all funds owed to the Association by all individuals including Cotenants, and to immediately provide Notice to all Cotenants when any funds owed to the Association are five (5) calendar days overdue, (ii) timely pay all Association debts to others from funds in the Operating Account (regardless of whether all Cotenants are current in their payments to the Association) and immediately provide Notice to all Cotenants when it becomes evident that funds in the Operating Account will be insufficient to satisfy current obligations, and (iii) maintain proper and complete books of account of the Association at his/her home or principal place of business which shall be open to inspection by any representative of any Cotenant at any reasonable time.
- E. **Assessments and Expenditures.** Acting without Association approval, the Manager may, or under certain circumstances shall, (i) adjust the Operating Budget and/or impose Assessments, or (ii) make Mandatory Disbursements of Association funds, as described in this Agreement.
- F. **Certifications, Resales and Refinancing.**
 - (1) At least once each Calendar year, the Manager shall prepare an "Annual Certificate of Validity" either in the form attached as Exhibit D, or in such other form as has been approved by all Lenders.
 - (2) Promptly upon the request of the transferor of a Cotenancy Share or his/her agent, the Manager shall complete and sign an "Assumption and Release of Obligations" either in the form attached as Exhibit E, or in such other form as has been approved by all Lenders.

- (3) Promptly upon the request of any Cotenant seeking to refinance, the Manager shall complete and sign a "Refinance Certificate" either in the form attached as Exhibit F, or in such other form as has been approved by all Lenders.

G. Other Duties. In addition to those duties listed above, the Manager shall perform other duties as described elsewhere in this Agreement.

6.3 NO REQUIREMENT TO ACT AGAINST INTEREST. In the event any duty required of a Manager involves taking action against the interest of the individual then serving as Manager, that duty shall be undertaken by a representative of the Cotenant next in line for the position under the rotation described above.

6.4 REFUSAL/INABILITY TO SERVE AS MANAGER. A Manager may be removed from office for cause at any time, and may resign following thirty (30) days written notice to all Cotenants. In the event of removal or resignation, the Cotenants shall select or hire a replacement Manager as soon as reasonably possible.

6.5 NO COMPENSATION FOR SERVICES. Under no circumstances shall a Party be entitled to any reimbursement from the Association or from another Party for any expenditure of time or money related to the Property unless such expenditure has been specifically authorized by this Agreement or explicitly approved by the Association as provided in this Agreement.

ARTICLE 7--CONDOMINIUM CONVERSION

7.1 CONVERSION PROCESS.

A. The Cotenants agree to begin the condominium conversion process no later than the earliest date allowed by law, and complete the process as quickly as possible. At the earliest date allowed by law, any Cotenant may provide a Notice to the Manager and all Cotenants describing the actions required to move the conversion process forward. Actions which may be specified in the Notice include (but are not limited to) (i) entering the conversion lottery, (ii) retaining an attorney, land surveyor or other professional to assist the Association in the conversion, (iii) submitting required material or information to a professional working for the Association or to a governmental agency, or (iv) undertaking repair or replacement projects which are the responsibility of the Association in connection with conversion under this Agreement.

B. Within fifteen (15) calendar days of receipt of a Notice as described in Subsection A, the Manager shall attempt in good faith, and with diligence, to perform the acts specified in the request. Without limiting the generality of the preceding sentence, but by way of example, the Manager shall (i) attempt to complete and submit a lottery ticket application, (ii) retain an attorney and/or land surveyor, (iii) levy a Special Assessment as required for conversion-related costs, or (iv) follow the procedure for performing Association Repair Work with regard to conversion-related repairs. Where an act specified in the Notice would involve a discretionary decision (such as selecting an attorney or a contractor):

- (1) The Manager shall delay final action for seven (7) days after the date of the Notice;
- (2) Any Cotenant who wishes to have input shall, within seven (7) days after the date of the original Notice, provide a Notice to the Manager and all Cotenants describing his/her desired outcome and the underlying reasons;

- (3) If the Manager receives Notices from a majority of Cotenants specifying the same desired outcome, and such outcome is not inconsistent with a mandatory provision of this Agreement, the Manager shall follow such specification; otherwise, the Manager shall have complete discretion to make the decision in the manner he/she feels will most efficiently accomplish the conversion.
- C. If a Cotenant believes that an Manager has failed to show good faith and diligence in attempting to satisfy the requirements of this Section, he/she shall convene a Cotenant Meeting to attempt to resolve the issue. If there is no quorum despite proper Notice and agenda, or if the Meeting fails to result in the creation of a definitive list of task assignments and time frames that is consistent with the mandatory provisions of this Agreement regarding conversion, the Cotenant may (but shall not be obligated) assume all conversion-related duties of the Manager, in which case he/she shall be deemed to have all of the powers of the Manager under this Section.
- D. Each Party agrees to act diligently and to cooperate in good faith in executing all documents (including but not limited to deeds to each unit) that are normally and reasonably required to effect and finalize the conversion to individually owned condominium units. No Party shall be entitled to any consideration for signing said deeds. The Parties waive any right they might have to claim tenant status under the San Francisco Subdivision Code.

7.2 CONVERSION OCCUPANCY REQUIREMENTS. Nothing in this Agreement shall be interpreted to require any Party to maintain ownership or occupancy in the Property for the purpose of qualifying the Property for condominium conversion.

7.3 CONDOMINIUM DISTRIBUTION. In the event the Property is converted to condominiums, each Cotenant shall be entitled to receive individual ownership of his/her assigned Unit and continuing exclusive usage rights to his/her assigned Exclusive Use Common Area provided all of that Cotenant's obligations to the Association and to the other Cotenants have been satisfied. Such individual ownership and usage rights shall be considered full distribution of the Cotenant's interest in the Association, the Association accounts and the Property, regardless of the value of the Cotenant's Cotenancy Share at the time of conversion.

7.4 CONDOMINIUM GOVERNING DOCUMENTS. The original Parties and their successors in interest shall be presumed to have purchased interests in the Property based on an assumption that the allocation of rights and responsibilities, and usage rules, described in this Agreement would continue for so long as they owned the Property. All Parties recognize and agree that it would be unfair to impose changes in these rules or allocations on other Parties against their will as a condition of completing a condominium conversion, a goal to which they all agreed to aspire. Accordingly, all Parties agree that, except as otherwise mandated by law, no substantive provision of this Agreement shall be changed in the transition to condominium governing documents unless all Cotenants agree to the change.

ARTICLE 8—SALES AND OTHER TRANSFERS

8.1 GENERAL TRANSFER RESTRICTION. No Party shall transfer any portion of his/her interest in the Property except as provided in this Agreement. Any other purported transfer is void.

8.2 TRANSFER NOTIFICATION AND SIGNATURE REQUIREMENT.

- A. Prior to transferring any interest in the Property, each transferring Party shall provide Notice to each Cotenant of his/her intention to do so.

- B.** No transfer of any interest in the Property shall be permitted unless the transferee has signed an "Assumption and Release of Obligations" either in the form attached as Exhibit E, or in such other form as has been approved by all Lenders (as that term is defined in Section 9.3).
- C.** It shall be the responsibility of the Party transferring an interest in the Property to ensure that the Notice and signature requirements of this Section are satisfied, and each transferring Party shall be liable for all losses, damages, costs and expenses, including attorneys fees, resulting from his/her failure either (i) to provide the Notice required under this Section, or (ii) to ensure that his/her interest is not transferred unless the transferee has signed the document required by this Section either prior to, or contemporaneously with, the transfer.
- D.** Without limiting the generality of the preceding sentence, *IT IS EXPRESSLY PROVIDED THAT IF AN INTEREST IS TRANSFERRED WITHOUT THE TRANSFEEEE HAVING SIGNED A DOCUMENT EXPLICITLY AGREEING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, THE ASSOCIATION AND ANY PARTY IS EMPOWERED (i) TO IMMEDIATELY TAKE ANY AND ALL ACTION NECESSARY TO OBTAIN SUCH A DOCUMENT OR, IF THAT IS NOT REASONABLY POSSIBLE, TO ACQUIRE THE TRANSFERRED INTEREST SO THAT THE TRANSFEEEE WHO DID NOT SIGN SUCH A DOCUMENT IS NO LONGER THE OWNER OF ANY INTEREST IN THE PROPERTY, OR (ii) TO TAKE ANY OTHER ACTION REASONABLY CALCULATED TO RELIEVE THE ASSOCIATION AND ALL PARTIES OF THE RISKS ASSOCIATED WITH HAVING A CO-OWNER WHO IS NOT A SIGNATORY, AND IT IS FURTHER EXPRESSLY PROVIDED THAT THE PARTY WHO TRANSFERRED HIS/HER INTEREST WITHOUT COMPLYING WITH THIS SECTION IS RESPONSIBLE FOR ALL ASSOCIATED COSTS.*
- E.** The responsibilities assigned by this Section to a Party transferring his/her interest in the Property may not be delegated or assigned to an employee or agent in a manner that would relieve such Party of liability under this Section. This Section shall not be deemed to impose any responsibility or liability on a person whose interest has been transferred as a result of his/her own death or judicially declared incapacity, but shall be deemed to impose responsibility and liability on any successor to such person, including any trustee, receiver, executor, conservator, or similar person.

8.3 TRANSFEEEE AND SUCCESSOR OBLIGATION. For the purposes of this Section, the term "transferee" shall be deemed to include any successor, assignee or personal representative of any Party. Each "transferee", whether voluntary or involuntary, shall immediately be deemed to assume all obligations and liabilities of the Party whose ownership interest he/she obtained, regardless of whether he/she has signed the document(s) required under Section 8.2. The purpose of this Section is to provide additional protection to the Association and all Parties in the event some individual or entity acquires an interest in the Property without signing this Agreement, but is not intended to diminish or limit the responsibilities and liabilities imposed by Section 8.2. In addition, nothing in this Section or in this Agreement shall be interpreted to alter a former Party's obligations, responsibilities or liabilities under this Agreement up to and including the date of any transfer.

8.4 MARRIAGE OR REMARRIAGE OF PARTY. Without limiting the generality of Sections 8.2 and 8.3, it is expressly provided that, if a Party marries or enters into a registered domestic partnership, the spouse or domestic partner of such Party shall be deemed a "transferee" of such Party's interest under such Sections regardless of whether the Party actually transfers all or any portion of his/her interest to his/her spouse or domestic partner. The purpose of this provision is to avoid the circumstance where a series of events, perhaps unintended, coupled with the operation of law, effectively transfers all or a portion of a Cotenancy Share to a spouse or domestic partner who is not bound by this Agreement. Should a Party wish to prevent or restrict the rights of his/her spouse or domestic partner, and/or indemnify such spouse or domestic partner from obligations or responsibilities imposed by this Agreement, the Party may do so through a separate and private agreement between him/herself and such spouse or domestic partner.

ARTICLE 9--FINANCING

9.1 GENERAL PROHIBITION AGAINST LIENS. Except as specifically provided in this Agreement, no Cotenant shall incur any obligation in the name of the Association or individually, which obligation shall be secured either intentionally or unintentionally by a lien or encumbrance of any kind on the Property without the consent of all Cotenants. Creation of such a lien or encumbrance shall be considered an Actionable Violation.

9.2 MECHANICS LIENS. Whenever a Party enters into an oral or written agreement under which labor or materials are to be provided to or for the Property and associated costs are to be Individual Repair Costs, (i) the Cotenant in which that Party holds an ownership interest shall be deemed the "Contracting Cotenant", and (ii) all labor and materials provided under the agreement shall be deemed the "Contracted Labor and Materials". The Contracting Cotenant shall pay all costs associated with his/her Contracted Labor and Materials when due, and shall keep the Property free of mechanics and other liens resulting from actual or alleged non-payment of such costs. The Contracting Cotenant shall indemnify and hold harmless all Parties against any loss or expense associated with the existence of liens resulting from actual or alleged non-payment of costs associated with his/her Contracted Labor and Materials. If the Contracting Cotenant wishes to contest such a lien, he/she shall furnish the Association with a cash deposit, or a bond from a responsible corporate surety meeting the requirements of Civil Code §3143, in the anticipated amount of the claim underlying the lien including estimated costs and interest. If a final judgment establishing the validity of the claim underlying the lien is entered, the Contracting Cotenant shall satisfy the judgment within thirty (30) calendar days. If a lien has been created and the Contracting Cotenant has failed to provide the Association with a cash deposit or a bond as required by this Section, the Association may pay the claim underlying the lien, and any amount so paid shall be immediately due from the Contracting Cotenant.

9.3 ENCUMBRANCES AND MORTGAGE PROTECTION. This Section shall be binding upon all successors in interest (including assignees and future Lenders) of the Association and of each Cotenant and Party, including any successors in interest or assignees of a Cotenant or Party who is not a Borrower on the Effective Date, and upon any other entity or individual owning or managing the Property. The terms and conditions of this Section shall supersede any contrary provisions contained anywhere in this Agreement to the extent that they conflict with the provisions of this Section. Lenders and Lenders' successors and assigns are third-party beneficiaries to this Agreement.

A. Definitions Applicable To Mortgage Protection.

- (1) **"Lender"** means any financial institution, individual or entity that loans money to a Party secured by the Property or a Party's interest in the Property.
- (2) **"Borrower"** means any individual, group or entity that has borrowed money from a Lender, secured by the Property or a Party's interest in the Property.
- (3) **"Owner Through Foreclosure"** means any individual or entity acquiring title through foreclosure, or by way of a deed in lieu of foreclosure, and all successors in interest to any such individual or entity.
- (4) **"Loan Document"** means: (i) any evidence of a written promise by a Borrower to a Lender for payment of funds (including loan principal, interest, any amounts expended or advanced by the Lender to enforce the Borrower's obligations, or other costs or expenses), together with all renewals, extensions, modifications, consolidations, and substitutions; (ii) a security instrument (including a mortgage or a deed of trust) given by a Borrower to a Lender, which security interest grants the Lender a lien on the Property and/or Association to repay indebtedness; or (iii) credit arrangements, loan

agreements, environmental agreements, security agreements, security deeds, collateral mortgages and all other instruments, agreements and documents, whether now or hereafter existing, signed in connection with any other Loan Document.

- (5) **"TIC Agreement"** means the Agreement governing the rights and obligations of all Parties for purposes of managing and maintaining the Property.

B. Right To Create Encumbrance. Any Cotenant may create an encumbrance which is solely against his/her interest in the Property provided that (i) any holder of the encumbrance, or purchaser following foreclosure, shall take title to any interest in the Property subject to all of the provisions of the TIC Agreement and shall be entitled to no greater rights than the person(s) who signed the document creating the encumbrance (except as provided below in this Section), and (ii) if such encumbrance secures an obligation to an institutional lender, it is fully assumable by a reasonably qualified successor in interest (under the Lender's normal underwriting guidelines applicable to Association financing) for a reasonable fee. Under no circumstances shall any Party or the Association incur any obligation in the name of the Association or individually, which obligation shall be secured by a blanket lien or encumbrance on the entire Property.

C. Obligation To Protect Lenders From Liens. The Association must collect and pay, prior to the date when payments are due, required payments for taxes, special taxes, assessments or charges (including water and sewer), fines, or impositions which are levied against or on account of the Property, which taxes, special taxes, assessments or charges (including water and sewer), fines, or impositions have priority over or are equal to the interest of a Lender under a Loan Document. The Association shall notify each Lender within thirty (30) days of the date that there is a failure by the Association or any Cotenant to make a required payment owing to the Association, or when the failure to make required payments to any individual or entity could result, or has resulted, in the imposition of a lien or against the Property.

D. Post-Foreclosure Rights.

(1) An Owner Through Foreclosure, (i) shall be entitled to all of the rights allocated by the TIC Agreement to the person whose interest was foreclosed, which rights shall not be diminished by any prior or subsequent act or omission of such person, (ii) shall be exempt from the requirements of Section 3.3B(2), and (iii) except as provided elsewhere in this Section, shall be otherwise subject to the provisions of the TIC Agreement.

(2) Notwithstanding anything to the contrary in this Agreement, in addition to all remedies available under applicable law (including the remedies for breach of a rental agreement), if, (i) the Unit(s) assigned to the interest(s) which have been foreclosed upon is tenant occupied at the time of the foreclosure, and (ii) the monthly rent paid by such tenant is less than EIGHTY-FIVE PERCENT (85%) of the foreclosed upon Cotenant's Regular Assessment plus the foreclosed-upon Cotenant's previous monthly mortgage obligation to Lender, ~~the Lender or Owner Through Foreclosure shall be permitted to undertake an Ellis Act eviction of such renters as provided in Section 3.3E subject to the following:~~

- (a) At least forty (40) calendar days prior to invoking the Ellis Act, the Owner Through Foreclosure, or the Lender, shall provide all Cotenants with a "Notice of Right To Purchase", sent by certified mail, showing the purchase price and the basis for its computation (as described below) and the contact information for the representative or agent who has the authority to conduct the sales transaction (the "Lender's Agent"). The purchase price shall be the sum of (i) all

amounts owing to Lender at the time of foreclosure (whether or not Lender entered a full credit bid), (ii) interest at the legal rate from the time of the foreclosure sale to the date of the sale to the Owner Through Foreclosure, and (iii) any costs associated with the sale of the Lender's interest to the Owner Through Foreclosure.

- (b) A Cotenant may exercise this right by providing written notice of his/her tentative intent to purchase (a "Notice of Tentative Intent"), by certified mail postmarked no later than ten (10) calendar days from the date of the postmark of the Notice of Right To Purchase, and then providing written notice of his/her final intent to purchase (a "Notice of Final Intent") by certified mail postmarked no later than ten (10) calendar days from the date of the postmark of the Notice of Tentative Intent. The Notice of Final Intent shall be binding. If more than one (1) Cotenant provides a Notice of Final Intent, competitive bidding shall be permitted and the Lender's Agent shall determine the purchaser.
- (c) Failure to complete the purchase on the terms and conditions stated in the Notice of Final Intent within sixty (60) calendar days of the Effective Date of the Notice of Final Intent shall be an Actionable Violation. If a Cotenant fails to provide either Notice, he/she waives his/her Right to Purchase. The time periods provided in this Section will not be extended under any circumstances, including filing of bankruptcy, unless the Lender's Agent provides written consent.
- (d) In the event either (i) no Cotenant elects to exercise his/her Right to Purchase, or (ii) a Cotenant fails to complete a purchase on the terms and conditions stated in the Notice of Final Intent within sixty (60) calendar days of the postmark of the Notice of Final Intent, the Lender or Owner Through Foreclosure shall be permitted to invoke the Ellis Act at its sole discretion, provided he/she/it serves all tenants residing in each residential Unit with an eviction notice within twelve (12) months of acquiring title to the foreclosed interest.

E. Effect Of Association Enforcement. No action taken by the Association, or by any Party, to enforce an obligation imposed by the TIC Agreement, including but not limited to a forced sale, a judicial or non-judicial foreclosure, or the creation of a lien of any kind, shall:

- (1) Diminish, undermine or in any way affect, the rights of any Lender under a Loan Document, including a Loan Document recorded after the occurrence which provides the basis for the enforcement action by the Association or Party;
- (2) Impair the right of a Lender, under a Loan Document, or of any Owner Through Foreclosure, to transfer the usage or possessory rights explicitly assigned to such Lender's Borrower under the TIC Agreement in effect at the time the Loan Document was created. In furtherance of the preceding sentence, the Association shall cooperate in the efforts of a Lender to transfer usage or possessory rights, including allowing open houses, and signing deeds and related sales documentation.

An Owner Through Foreclosure shall take title free of any liens or claims and shall be obligated to pay only assessments or other charges that come due and payable after the date he/she/it acquired title. Accordingly, any claims of equitable subordination or subrogation that could be raised under California Civil Code Section 2903 or any successor or corollary statute are waived by all Parties and by the Association against any such any Owner Through Foreclosure.

- F. Rights Of First Refusal.** Any right of first refusal or purchase option shall not bind a Lender and shall not impair the rights of a Lender (i) to foreclose or take title pursuant to the remedies provided in a Loan Document, (ii) to accept a deed (or assignment) in lieu of foreclosure in the event of a default under a Loan Document, or (iii) to sell or lease or transfer a Cotenancy Share acquired by the Lender following default under a Loan Document.
- G. Borrower Information.** Any Lender can, but is not obligated to, furnish information to the Association concerning the status of any Loan Document.
- H. Proceeds Priority.** Each Lender shall have priority over the rights of its Borrower and the Association and their assignees and/or successors in case of distribution of proceeds allocated to its Borrower under this Agreement from a voluntary or involuntary sale of the entire Property (regardless of the manner in which such sale is triggered and who or how it is triggered), distribution of insurance, or condemnation awards for losses to or a taking of such Borrower's interest in the Property. Any provision to the contrary in the TIC Agreement is void. All fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses naming all Lenders, as their interests may appear, as loss payees, and the provisions of this Section shall be conclusive evidence of the Lender's rights under any such policies.
- I. Acts Requiring Lender Consent.** The prior written consent of all Lenders shall be required to take any of the following actions:
- (1) Abandon the Property, terminate the TIC Agreement, or take any action which would trigger a legal requirement or claim that any previously owner-occupied portion of the Property be rented; At any Lender's option, a Loan Document may provide that any of these events will automatically be deemed to impair Lender's security interest in the Property;
 - (2) Change the method of determining the obligations, assessments, dues or other charges that may be levied against a Cotenant, or to change the allocation of any distributions of hazard insurance proceeds or condemnation awards;
 - (3) Fail to maintain fire and extended coverage on the Property in an amount not less than one hundred percent (100%) of the insurable value based on current replacement cost; and
 - (4) Amend any provision of the TIC Agreement.
- In addition, a sale of the entire Property shall require the approval of all Cotenants and Lenders. Any action taken in violation of this Subsection is void and unenforceable against every Lender and its successors. Lender consent may be withheld solely at the discretion of the Lender.
- J. Acts Requiring Lender Notice.** The Association shall provide each Lender with a copy of the Annual Certificate of Validity certified by the Manager to be a true and correct copy, as provided in Section 6.3, as well as written notice of the following:
- (1) Any Notice which the Association gives to a Cotenant upon whose interest the Lender has a lien, regarding any breach of the TIC Agreement or any termination of any such Cotenant's rights to use, rent, or remain in possession of his/her assigned Unit and/or Exclusive Use Common Area;

- (2) Any amendment to the TIC Agreement, including but not limited to any amendment of any Exhibit to the TIC Agreement;
- (3) Any legal action that the Association commences to enforce any rights or remedies provided in the TIC Agreement against a Cotenant upon whose interest the Lender has a lien;
- (4) The occurrence of any loss, casualty, condemnation, or eminent domain which decreases or impairs the value of the interest encumbered by any of its Loan Documents;
- (5) The initiation of a lawsuit or legal proceeding against the Association or any Cotenant, seeking to challenge or invalidate any particular use of the Property, asserting that the Property is in violation of any local, state, or federal law or regulation, or challenging the enforceability of the TIC Agreement; and
- (6) Any lapse or cancellation of any Association insurance policy.

Failure of a Lender to receive a notice required by this Section shall not be construed to benefit a Party or to impede the Association from enforcing the TIC Agreement.

K. Lender Entry. The Association and each Party hereby represent and acknowledge that all Lenders have the following rights and licenses which are in addition and separate and independent of the rights of any Party upon whose interest such Lender has a lien:

- (1) The right and license at any time, in furtherance of or subsequent to judicial or non-judicial foreclosure by Lender of any of the Lender's Loan Documents, to enter its Borrower's assigned Unit and Exclusive Use Common Area in person, or by agent or receiver, and to possess and use the Unit and Exclusive Use Common Areas for the purpose of exercising any of its rights, powers or remedies with respect to the Property or any personal property collateral for its loan, including but not limited to the right to remove any and all personal property collateral from the Unit and Exclusive Use Common Area, and to take such other action with respect to any and all of the personal property collateral which Lender desires; and
- (2) Subject to at least ten (10) days prior written notice from a Lender to the Association, the right and license, at any time during the term of any of the Lender's Loan Documents, to exercise any creditor's rights; provided, however, that if any emergency exists which makes the giving of such notice impracticable, or would materially jeopardize the Lender's rights, then reasonable notice under the circumstances shall suffice.

~~As a condition to the exercise of the rights set forth in this Subsection, all Regular Assessments owed by the Lender's Borrower for all periods during which use and possession of the Unit is retained by the Lender, and for those periods only, shall be paid by the Lender (if they have not been paid by the Lender's Borrower). To the extent there is a conflict between the terms of this Subsection and the Loan Documents, the terms of this Subsection shall be superceded by the Loan Documents.~~

L. Lender Right To Attend Meetings. Because of its financial interest in the Property, any Lender may, but has no duty to, appear (but cannot vote, except as otherwise provided in the TIC Agreement) at meetings of Cotenants or any board or committee to draw attention to

violations of this Agreement that have not been corrected or that have been made the subject of remedial proceedings or assessments, or for general information purposes. No provision of the TIC Agreement shall operate to make any Lender directly responsible for an obligation of its Borrower, unless that obligation is assumed in writing by an authorized representative of the Lender.

- M. Lender Right To Inspect Records.** Because of its financial interest in the Property, any Lender may inspect and copy any Association record, including those containing any Party's current address, the books of accounts and other financial records, and minutes of meetings of the Cotenants or any board or committee, for any purpose reasonably related to their interests as a Lender. At the request of any Lender, the custodian of Association records shall provide the names, mailing addresses, telephone numbers and voting rights of each Cotenant. The Association shall establish reasonable rules for (i) notice to be given to the custodian of Association records by a Lender requesting inspection and copying of documents, (ii) hours and days of the week during which inspection and copying shall be permitted, and (iii) payment of copying costs. No original documents shall be removed for copying. Inspection and or copying of records shall be in the city where the Property is located, during normal business hours, and within fifteen (15) business days of receipt of said notice.
- N. Bankruptcy Effect.** The initiation of any proceedings under the United States Bankruptcy Code by the Association, or by any Cotenant or Party, shall not operate to alter, supersede or diminish any rights of any Lender under the TIC Agreement.
- O. Condominium Conversion Effect.** Subdivision of the Property into condominiums shall not alter or amend any obligations of any Borrower to his/her Lender. The Association shall not transfer title to any condominium without the consent of all Lenders.
- P. Marriage Effect.** If a Borrower marries or enters into a registered domestic partnership during the term of the TIC Agreement, the Borrower shall obtain the signature of his/her spouse/domestic partner to the TIC Agreement, and shall present evidence of this fact to his/her Lender. If a Borrower marries or enters into a registered domestic partnership during the duration of the TIC Agreement, the spouse/domestic partner of the Borrower shall be equally bound to all of the terms and conditions of the TIC Agreement. In addition, all of the terms and conditions of the TIC Agreement shall be enforceable in the event that the Property or any rights under the TIC Agreement is transferred or awarded to the Borrower's spouse/domestic partner or creditors under a decree of divorce or judgment of dissolution or separate maintenance.
- Q. Partition.** The Association, each Party and all successors in interest, and all Lenders and their successors in interest, for a period of seventy five (75) years, unconditionally waive the right to partition the Property under California Code of Civil Procedure §872.010, *et seq.* or any successor or corollary statute or law, unless one of the following conditions is satisfied: (i) More than three years before the filing of the action, the Property was damaged or destroyed, so that a material part was rendered unfit for its prior use, and the Property has not been rebuilt or repaired substantially to its state prior to the damage or destruction, or (ii) Three-fourths or more of the Property is destroyed or substantially damaged and more than fifty percent (50%) of the Cotenants oppose repair or restoration. Without acknowledging the right of any person to do so, in the event of partition of the Property, the Association, each Party and any successors in interest, and all assignees or creditors of such parties, waive any right to claim that said action in any way prohibits, limits, diminishes or interferes with any Lender's rights under the TIC Agreement, and further waive any right to claim that said action in any way prohibits, limits, diminishes or interferes with any Lender's right to pursue all rights and remedies under its Loan Documents, including but not limited to the right to foreclose and the right to obtain

timely and full payment of its loan prior to any payment to such Lender's Borrower under the partition action.

- R. **Dispute Resolution** Lender shall not be subject to the alternative dispute resolution provisions of the TIC Agreement.

ARTICLE 10--DEFAULT

10.1 ACTIONABLE VIOLATION.

- A. **Definition of Actionable Violation.** An "Actionable Violation" shall be any of the following:

- (1) **Breach of Promise.** Failure to timely fulfill any obligation stated in this Agreement, or any amendment or supplement to this Agreement;
- (2) **Nuisance.** Use of the Property which (i) unreasonably interferes with the quiet enjoyment of the Property, (ii) is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility, (iii) increases the rate of insurance for the Property or causes any insurance policy to be canceled or not renewed, (iv) impairs the structural integrity of the Property, (v) is in violation of a Governmental Regulation, or (vi) will or may decrease the attractiveness or desirability of the Property;
- (3) **Creation of Lien.** Any act or omission (not authorized by this Agreement) which results in the creation of a lien or encumbrance of any kind on the Property; and
- (4) **Frustration of Purpose.** Any act in contravention of this Agreement or which makes the performance of the obligations described in this Agreement impossible.

- B. **Consequences of Actionable Violation.**

- (1) **Right of Other Parties to Perform.** Any Party shall have the right to perform any act required to negate an Actionable Violation and to assess all related costs and expenses against the Party who committed the Actionable Violation (the "Violating Party"), or any Cotenant in which the Violating Party holds an ownership interest (the "Violating Cotenant"). A Party may advance funds for this purpose personally, or, with the approval of a majority of Cotenants, from Association reserve funds. All advances shall constitute loans to the Violating Cotenant at an interest rate equal to the maximum rate allowed by law, compounded annually, due and payable immediately.
- (2) **Consequential Losses.** The Violating Cotenant shall be liable for all damages or losses which result from the Actionable Violation including late charges, penalties, fines, attorney's fees and court or arbitration costs.
- (3) **Liquidated Damages.** The Parties agree that a portion of the loss and extra expense incurred by the Association as a consequence of an Actionable Violation would be difficult to ascertain and that FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) is a reasonable estimate of such loss and extra expense. The Violating Cotenant shall pay this amount to the Association as liquidated damages in addition to all other compensation due under this Section provided a majority of Cotenants vote to require

such payment. Liquidated damages shall be an asset of the Association and shall be deposited in the Association Operating Account.

- C. Notice of Actionable Violation.** A "Notice of Actionable Violation" shall include (i) a description of an Actionable Violation and (ii) a statement of all acts and/or omissions required to negate the Actionable Violation (if negation is possible), including but not limited to the payment of damages as required under the preceding Subsection. Any Party may provide a Notice of Actionable Violation to any other Party.
- D. Stay of Actionable Violation.** Provided the alleged Actionable Violation is not a non-payment or underpayment of a Regular Assessment, Special Assessment, or Reimbursement Assessment, if a Violating Cotenant can demonstrate, with verifiable written records, that he/she/it has initiated the dispute resolution procedures described in Section 11.10, the Actionable Violation shall be deemed "Stayed". The Stay shall continue until the conclusion of arbitration. Notwithstanding the preceding sentence, a Stay shall automatically end effective on the date when the Violating Cotenant's verifiable written records first show a cessation of continuing to diligently pursue dispute resolution as described in this Agreement. While the Actionable Violation is Stayed:

- (1) The other Parties shall continue to have the right to perform obligations of the Violating Cotenant, make interest bearing advances to the Violating Cotenant, and assess damages against the Violating Cotenant, as provided in this Agreement;
- (2) All obligations of the Violating Cotenant under this Agreement shall remain in effect and timely compliance shall continue to be required; and
- (3) If the Violating Cotenant commits additional Actionable Violations, whether they involve the same or different acts or omissions, (i) the other Parties may respond to the new Actionable Violations as if no Stay were in effect, (ii) the new Actionable Violation(s) may be Stayed only if the Violating Cotenant agrees to submit all of them to the already pending dispute resolution process, and (iii) the Stay of the newly alleged Actionable Violations shall end simultaneously with the Stay of the originally Stayed Actionable Violation.

An Actionable Violation involving a non-payment or underpayment of a Regular Assessment, Special Assessment, or Reimbursement Assessment, shall not be Stayed under any circumstances. If the Violating Cotenant wishes to challenge the validity of the Assessment, he/she may do so by initiating alternative dispute resolution, but only after paying the Assessment.

- E. Cure of Actionable Violation.** If the Actionable Violation is not Stayed, the Violating Cotenant shall have seven (7) calendar days from the Effective Date of a Notice of Actionable Violation to "Cure" the Actionable Violation by (i) performing all acts and/or omissions described in the Notice of Actionable Violation, and (ii) providing Notice of such performance with supporting documentation to the Association and each Cotenant. If the Actionable Violation is Stayed, the Violating Cotenant shall Cure the Actionable Violation by timely performing all acts and/or omissions described in the final order resulting from arbitration or, if there was no arbitration, the final agreement resulting from other alternative dispute resolution procedures. A Party fails to Cure an Actionable Violation if such Party (i) fails to fulfill any of these requirements in time, or (ii) has received more than four (4) Notices of Actionable Violation for the same or similar acts or omissions. A Party who fails to cure an Actionable Violation has committed a Default. Notwithstanding anything to the contrary in this Section, an Actionable Violation shall not be

stayed if the Violating Cotenant has received more than four (4) Notices of Actionable Violation for the same or similar acts or omissions within the previous twenty four (24) months.

10.2 DEFAULT.

- A. Definition of Default.** "Default" means failure to Cure an Actionable Violation. When a Party Defaults, any Cotenant in which the Party holds an ownership interest may be deemed a "Defaulting Cotenant".
- B. Remedies for Default.** Following Default, the Association and each of the other Parties shall be immediately entitled to any remedy described in this Agreement or available at law or equity, serially or concurrently. The pursuit of any of these remedies is not a waiver of the right to subsequently elect any other remedy. In addition, a Defaulting Cotenant that Defaults as a consequence of an Actionable Violation shall pay to the Association the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) as liquidated damages in addition to all other payments due under this Agreement. The Parties agree that a portion of the loss and extra expense incurred by the Association as a consequence of a Default would be difficult to ascertain and that this amount is a reasonable estimate of such loss and extra expense. Liquidated damages shall be an asset of the Association and shall be deposited in the Association Operating Account.
- C. No Stay or Cure of Default.** The "Stay" and/or "Cure" procedures described in connection with Actionable Violations are intended to be the exclusive means for a Party to contest or suspend an alleged Actionable Violation. If a Party fails to avail him/herself of these procedures, he/she shall not be entitled to dispute or contest the occurrence of the Actionable Violation, or to suspend or challenge the imposition of the Default remedies permitted by this Agreement.
- D. Loss of Usage Rights on Default.** Notwithstanding anything to the contrary in this Agreement, upon Default, the Defaulting Cotenant shall automatically lose all rights to use the Property. The Association may also, in its sole discretion, seek a rental tenant for any portion of the Property assigned to the Defaulting Cotenant. To the extent that rental income is derived, the Association shall apply such income to repay amounts owned by the Defaulting Cotenant.

10.3 FORCED SALE FOLLOWING DEFAULT. So long as an Internal Sale has not been consummated, nothing in this Section shall affect or impair the right or ability of the Association to exercise any of its other rights and remedies under this Agreement or under applicable law.

- A. Definitions Applicable to Forced Sale.** The following initially capitalized nouns have the meanings set forth below whenever used in this Agreement:
- (1) The "Offering Date" shall be the first (1st) business day after the determination of the Appraised Value.
- (2) The "Offering Price" shall be the price at which the Defaulting Cotenant's Cotenancy Share is offered for sale at any particular time. The Offering Price on the Offering Date shall be the Appraised Value of the Defaulting Cotenant's Cotenancy Share. If the Defaulting Cotenant's Cotenancy Share is not subject to a ratified purchase contract on the thirtieth (30th) day that a particular Offering Price has been in effect, the Offering Price shall be reduced ten percent (10%).

- (3) "Intra-Association Obligations" shall be the amounts that the Defaulting Cotenant owes the Association or another Party arising from the following liabilities:
- (a) All sums owed by the Defaulting Cotenant under this Agreement;
 - (b) The reasonable cost of fulfilling all service obligations of the Defaulting Cotenant under this Agreement;
 - (c) Any sums advanced by the Association or any non-Defaulting Cotenant on behalf of the Defaulting Cotenant together with interest as imposed under this Agreement; and
 - (d) Any outstanding damages or losses which resulted from an Actionable Violation including late charges, penalties, fines, liquidated damages, attorney's fees and court costs.

B. Internal Sale.

- (1) The Association shall have the right, but not the obligation, to purchase the Cotenancy Share of the Defaulting Cotenant. The Association may exercise its right to purchase the Cotenancy Share of the Defaulting Cotenant at any time within one hundred eighty (180) days of the Offering Date by providing Notice to the Defaulting Cotenant of its intent to do so (the "Notice of Internal Sale"). The purchase price to be paid by the Association (the "Initial Association Price") for such interest shall be seventy five percent (75%) of the Offering Price on the Offering Date, reduced by the amount of Intra-Association Obligations. As described below, the purchase price to be paid by the Association may be adjusted upward or downward through adjustments in the balance owed on the note to be signed by the Association in favor of the Defaulting Cotenant.
- (2) Within sixty (60) days of providing the Notice of Internal Sale, the Association shall sign a note payable to the Defaulting Cotenant on the following terms:
 - (a) The note payable shall be in the amount of the Initial Association Price, subject to adjustments as described below;
 - (b) The note shall not bear interest, and shall not require periodic payment of any kind;
 - (c) The full outstanding balance of the note shall be due and payable on the earlier to occur of either (i) the resale of the Defaulting Cotenant's Cotenancy Share by the Association through the Resale Procedure described below, or (ii) one (1) year from the date on which the Association acquires full ownership and control acquired of the Defaulting Cotenant's Cotenancy Share;
 - (d) In the event of any arbitration, litigation, or other dispute resolution procedure between the Defaulting Cotenant, on one side, and the Association and/or any Party, on the other, relating to the Property or to the Association, the due date shall be deemed extended until two (2) years following the final resolution of all disputes which are the subject of such arbitration, litigation, or other dispute resolution procedure;

- (e) At the time full repayment is due, the outstanding balance of the note shall be adjusted as follows: (i) upward or downward to correspond with the actual net proceeds received by the Association through the Resale Procedure described below, reduced by the amount of Intra-Association Obligations; (ii) downward by the amount of any Assessments of any kind which have accrued against the Cotenancy Share from the date the Association acquired it through the date of note repayment; and (iii) downward by the amount of any outstanding obligation of the Defaulting Cotenant to the Association, or to any other Cotenant if the obligation is related to the Property, including attorneys fees and costs incurred by the Association in connection with enforcing its rights against the Defaulting Cotenant, acquiring the Defaulting Cotenant's Cotenancy Share, or selling or attempting to sell such Cotenancy Share through the Resale Procedure described below, unless such obligation has been subtracted under another clause of this Subsection;
 - (f) The Association may make all or any portion of the repayment due on the note by assigning any or all notes it is authorized to receive through the Resale Procedure described below; and
 - (g) The Association shall not be permitted to repay any portion of the note prior to the completion of the Resale Procedure described below.
- (3) Upon execution of its note payable to the Defaulting Cotenant, the Association shall acquire full ownership and control of the Defaulting Cotenant's Cotenancy Share. The Association shall, as quickly as reasonably possible, take such actions as are necessary, with regard to the books and records of the Association, and with regard to all governmental entities with jurisdiction over the Association, to effectuate transfer of the Cotenancy Share to the Association. All Parties acknowledge and agree that the representatives of the Association, including any of its officers, governing board members or managers, and any arbitrator, judge or other public official with appropriate jurisdiction, are permitted take such actions as are necessary to effectuate such transfer of the Cotenancy Share to the Association. Moreover, all Parties acknowledge and agree that the fact that a balance remains outstanding on the note payable to the Defaulting Cotenant as described above shall not diminish, limit or otherwise affect the Association's full and complete ownership and control of the Defaulting Cotenant's Cotenancy Share once such transfer has been effectuated.

C. Resale Procedure.

- (1) Within ninety (90) days of acquiring full ownership and control of the Defaulting Cotenant's Cotenancy Share, the Association shall commence reasonable efforts to locate a purchaser for the Defaulting Cotenant's Cotenancy Share at the Offering Price. The Defaulting Cotenant's Cotenancy Share may be listed for sale with an agent or broker with a sales commission to be determined by the Association in its sole discretion, provided that such sales commission shall not exceed six percent (6%) of the Offering Price, payable from sale proceeds.
- (2) The Association shall have discretion to establish the initial asking price for the Cotenancy Share, provided that such initial asking price shall be at least equal to the Offering Price on the Offering Date. Thereafter, the Offering Price shall be adjusted as provided above. The Association shall continue reasonable efforts to locate a purchaser until the earlier to occur of (i) acceptance of purchase offer as described below, or (ii) reduction of the Offering Price to zero.

- (3) The Association shall accept any purchase offer that meets all of the following criteria: (i) it is at or above the Offering Price; (ii) the purchaser makes a cash down payment which equals or exceeds ten percent (10%) of the price; (iii) The offeror agrees to pay the balance of the price in notes payable (as described below) or, if the offeror prefers, in cash; and (iv) It provides for close of escrow within sixty (60) calendar days. The Association may accept an offer meeting these requirements from any person or entity, including any Party, and may also choose at any time to purchase the Cotenancy Share on these terms. In the that event multiple offers simultaneously meet these requirements, the Association shall select the most advantageous offer. Before accepting any purchase offer, the Association may obtain a statement of the financial qualifications of the prospective transferee including a loan application, and credit report, and arrange an interview of the prospective purchaser. If a majority of Cotenants agree to do so, they may reject a prospective purchaser on any basis which is (i) reasonable and (ii) not prohibited by law.
- (4) All cash proceeds from a sale made pursuant to the Resale Procedure shall be distributed as follows:
- (a) They shall first be used to pay any commissions or costs of sale;
 - (b) Any balance remaining shall be used to pay Intra-Association Obligations to particular Parties; if there are Intra-Association Obligations owed to more than one (1) Party, the cash shall be split among such obligees in proportion to the respective obligations to each of them;
 - (c) Any balance remaining shall be used to pay Intra-Association Obligations to the Association, or any other amounts owed by the Defaulting Cotenant to the Association, including attorneys fees and costs incurred by the Association in connection with enforcing its rights against the Defaulting Cotenant, acquiring the Defaulting Cotenant's Cotenancy Share, or selling or attempting to sell such Cotenancy Share through the Resale Procedure; and
 - (d) Any balance remaining shall be paid to the Defaulting Cotenant.
- (5) To the extent the purchase price exceeds the purchaser's cash down payment, the excess amount (the "Total Note Amount") shall be paid in notes payable, distributed as follows:
- (a) If the cash proceeds have been inadequate to satisfy all obligations described in Subsections (4)(b) and (4)(c) above, a single note payable shall be signed by the purchaser in favor of all obligees collectively. The amount of such note shall be the lesser of (a) the Total Note Amount or (ii) the remaining balance of all obligations described in Subsections (4)(b) and (4)(c) above. Interest shall accrue at the rate of eight percent (8%) per annum, interest and principal shall be fully amortized over a period of three (3) years, due and payable in thirty six (36) equal monthly installments. Any such note in which the obligor is not the Defaulting Cotenant shall be secured by the Defaulting Cotenant's former Cotenancy Share. The obligees shall agree to split the proceeds of such note in proportion to the respective obligations to each of them.
 - (b) If the Total Note Amount exceeds the remaining balance of all obligations described in Subsections (4)(b) and (4)(c) above, a note payable for such excess

amount shall be signed by the purchaser in favor of the Association. The Association may assign a portion of such note to the Defaulting Cotenant in exchange for a reduction in the amount owed by the Association under its note payable signed in connection with the Internal Sale. The amount of the reduction shall be exactly equivalent to the principal amount assigned. If the Association itself purchases through the Resale Procedure, the amount of the note payable under this Subsection shall be reduced to the amount owed by the Association under its Internal Sale note, and a new note payable in such amount shall be signed by the Association in favor of the Defaulting Cotenant in such amount. Interest on any note signed under this Subsection shall accrue at the rate of four percent (4%) per annum and be deferred to maturity, all interest and principal shall be due and payable after five (5) years. The execution of such new note shall be deemed full repayment of the Internal Sale note.

- (6) If the sum of cash and notes received by the Association collectively and all Parties individually is less than the remaining balance of all obligations described in Subsections (4)(b) and (4)(c) above, the Defaulting Cotenant shall sign a note payable for the difference to all obligees collectively on the following terms: Interest shall accrue at the rate of eight percent (8%) per annum, interest and principal shall be fully amortized over a period of three (3) years, due and payable in thirty six (36) equal monthly installments.

10.4 FORECLOSURE.

- A. For the purpose of securing performance of each of the obligations described in this Agreement, each Party hereby grants, transfers and conveys his/her ownership interest in the Property to Fidelity National Title Insurance Company, a corporation, as trustee, and to each of the other Parties, as beneficiaries, under the terms and conditions of that certain fictitious deed of trust recorded October 23, 1961 in Book A332 at Page 905 of the Official Records of San Francisco County, California which are hereby incorporated by reference. In the event of Default, the non-Defaulting Cotenants shall have a lien on the Defaulting Cotenant's ownership interest in the Property to the extent of the Defaulting Cotenant's Intra-Association Obligations. The non-Defaulting Cotenants, or an agent on their behalf, are granted the power to sell the Defaulting Cotenant's interest in the Property at a public sale conducted pursuant to the applicable provisions of California law for exercise of a non-judicial power of sale in a deed of trust. The non-Defaulting Cotenants are authorized to bid at such sale.
- B. For the purpose of securing performance of each of the obligations described in this Agreement, each Party hereby pledges his/her interest to the other as security for such obligations and acknowledges that such interest is subject to foreclosure rights. In the event of Default, the non-Defaulting Cotenants may proceed with judicial foreclosure or judicial execution once the obligation is reduced to judgment through arbitration.

10.5 EVICTION. "Eviction" means any type of action to recover possession of the Property from a Party or a Party's relatives, guests, tenants or subtenants. A Defaulting Cotenant's right to occupy any portion of the Property under this Agreement shall terminate immediately upon Default, and the Defaulting Cotenant and such Cotenant's relatives, guests, tenants or subtenants shall be subject to Eviction from the premises following service of any legally required Notices. By executing this Agreement, each Cotenant expressly agrees to waive any legal right to occupy the premises following Default. A Cotenant may proceed with legally required Notices related to Eviction immediately upon Default by another Cotenant. Following vacation of the premises, the non-Defaulting Cotenant may rent the Property to outside Parties and retain all proceeds from such rental.

10.6 WAIVER OF STATUTORY PRIORITY. Each Cotenant waives the benefit of statutory debtor protection, including homestead and exemption rights, to the full extent permitted by California and Federal law with respect to enforcement of obligations described in this Agreement.

ARTICLE 11--GENERAL PROVISIONS

11.1 APPRAISED VALUE. Whenever this Agreement requires a determination of the "Appraised Value" of any interest in, or portion of, the Property, the value shall be determined through an appraisal process as follows:

- A.** Not later than five (5) days from the date on which this Agreement requires a Cotenant to initiate determination of Appraised Value (the "Appraisal Initiation Date"), any interested Party may retain two (2) appraisers meeting the following requirements (a "Qualified Appraiser"): (i) having at least two (2) years experience appraising real estate similar to the Property in the area where the Property is located, (ii) holding a valid real estate sales, brokerage or appraisal license, (iii) having no prior business or personal relationship with any Cotenant, and (iv) agreeing in writing to complete his/her appraisal within fourteen (14) calendar days of retention. If this Agreement does not specifically require a Cotenant to initiate determination of Appraised Value on a particular day, then the Appraisal Initiation Date shall be the date stated in a Notice to all Cotenants which may be provided by any Cotenant wishing to trigger an event requiring appraisal.
- B.** The Parties shall instruct each Qualified Appraiser to determine a fair market value for the relevant interest(s) in or portion(s) of the Property based upon the conditions which exist at the time of the appraisal or, in the case of Catastrophic Damage, based upon the conditions which existed on the date immediately preceding the Catastrophic Damage. Within fourteen (14) calendar days of the Appraisal Initiation Date, any Party who retains one or more Qualified Appraiser shall provide a complete and unaltered copy of the appraisal(s) to one (1) representative of each Cotenant. A Party waives the right to retain a Qualified Appraiser if he/she fails to timely fulfill the requirements of this Subsection.
- C.** Upon expiration of fourteen (14) calendar days following the Appraisal Initiation Date, the Manager shall determine Appraised Value as follows: (i) If only one (1) appraisal from a Qualified Appraiser is received, the Appraised Value shall be the value stated in that appraisal; (ii) If two (2) or three (3) appraisals from Qualified Appraisers are received, the Appraised Value shall be the average of the values stated in the appraisals; (iii) If four (4) or more appraisals from Qualified Appraisers are received, the Manager shall disregard the lowest and highest appraisals, and the Appraised Value shall be the average of the values stated in the remaining appraisals.
- D.** Each Party shall pay the fees of the Qualified Appraiser that he/she retains.

11.2 NOTICES. Except where expressly prohibited by law, whenever "Notice" is required to be given hereunder to a Party, a Cotenant, or the Association, such Notice shall be deemed properly given if done so in accordance with the following provisions.

- A. Notice to Association.** Any Notice or other communication to the Association shall be given by email to the Manager's last known email address.
- B. Notice to Cotenant.** Notices shall be considered properly given to a Cotenant when they are properly given to such Cotenant's Designated Party.

C. Notice to Party. Except when otherwise required by law, any Notice or other communication to a Party shall be given by email to the Party's last known email address. It shall be the responsibility of each Party (i) to regularly monitor his/her email communication, and (ii) to provide Notice to the Association when his/her email address changes. Under no circumstances shall the Association, or any of its employees, representatives, assignees or subcontractors, be responsible for the consequences when any Party fails to receive a Notice because the intended recipient either (i) failed to check his/her email account with reasonable regularity (to be defined as once every seven (7) days), or (ii) has failed to timely provide Notice to the Association of a change in his/her email address within a reasonable time after such change (to be defined as within seven (7) days of the change). Where Notice by email is expressly made inadequate by operation of law, or in other instances at the discretion of the Association, Notice to a Party may be accomplished in any manner permitted by law.

D. Effective Date of Notice. The "Effective Date" of a Notice shall be seven (7) calendar days after emailing. Where Notice by email is expressly made inadequate by operation of law, the Effective Date of the Notice shall be the date specified by law for the manner in which the Notice is given or, if no such date is specified, shall be ten (10) calendar days after the Notice is sent or published.

11.3 EFFECTIVE DATE OF AGREEMENT. The "Effective Date" of this Agreement shall be the date the Agreement is signed by the first person to sign it.

11.4 TERMINATION OF AGREEMENT. This Agreement shall bind the Parties for ninety (90) years or until such time as one (1) of the following events occurs: (i) One hundred percent (100%) of the Property is resold in a single transaction; (ii) The Property is converted to condominiums, ownership of the condominiums is distributed in accordance with this Agreement, and all debts and obligations of the Association are satisfied; (iii) All Cotenants explicitly agree in writing to no longer be bound by this Agreement; or (iv) This Agreement is superseded or lapses by operation of law.

11.5 VACANCY UPON FORCED SALE. Notwithstanding anything to the contrary in this Agreement, in the event of any Forced Sale, no proceeds shall be distributed to the affected Cotenant until (i) such Cotenant and all of his/her relatives, guests, pets, tenants or subtenants have vacated the Property and removed all personal property and debris, and (ii) such Cotenant has broom-cleaned his/her assigned Unit and Exclusive Use Common Area.

11.6 INDEMNITY. If a Party becomes subject to any claim, liability, obligation, or loss arising from or related to the willful or negligent act or omission of another Party, such other Party, and the Cotenant in which he/she holds an ownership interest, shall fully indemnify him/her from all associated costs and expenses including attorneys fees.

11.7 AMENDMENTS. This Agreement may be amended with majority approval provided that the amendment would not effectively circumvent more specific voting requirements within the document.

11.8 CONFLICTING VERSIONS OF AGREEMENT The "Reference Date" of this Agreement shall be the date so described in the recorded Memorandum of Agreement. Each authentic page of this Agreement shall bear the Reference Date in its footer, and pages that fail to do so shall not be deemed authentic. Where different versions of a page bear the Reference Date, the latest version on record in the files of Sirkin & Associates shall be deemed the controlling version.

11.9 MEMORANDUM OF AGREEMENT. The Cotenants shall sign and record a short form "Memorandum of Agreement" in the Official Records of the County of San Francisco, California.

11.10 DISPUTE RESOLUTION.

- A. Applicability of ADR Provisions.** In general, the provisions of this Section shall apply to all disputes between Parties, or between the Association and any Party, relating to this Agreement or the Property. However, where the Association is attempting to collect all or any portion of a Regular Assessment, Special Assessment, or Reimbursement Assessment, it shall be permitted, but not obligated, to use all or some of the procedures described below, in its sole discretion. If it chooses to invoke any of these procedures, any Party from whom it is attempting to collect such Assessment shall be obligated to participate and, in the case of arbitration, the result of the procedure shall be binding. A Party that wishes to challenge the validity of the Assessment may do so only after paying the Assessment.
- B. Meet and Confer.** Disputing Parties shall make a reasonable attempt to resolve the dispute by themselves before employing the mechanisms described in the Subsections below. For the purposes of this Subsection, a reasonable attempt shall constitute, at a minimum, an attempt by each Party to schedule a telephone discussion with the other, and participation in good faith in such a telephone discussion within fourteen (14) days of the first scheduling attempt. The failure or refusal of either Party to make the efforts described in this Section shall, in and of itself, constitute an Actionable Violation.
- C. Arbitration.**
- (1) Arbitration is a voluntary or mandatory method of resolving a dispute by delegating decision making authority to a neutral individual or panel. Except as otherwise provided in this Agreement, any dispute related to the Property or the Association shall be resolved through mandatory arbitration by the American Arbitration Association or another private arbitration service or individual acceptable to all parties. Any Party affected by a dispute may initiate arbitration by written demand. All Parties shall pursue arbitration to a conclusion as quickly as possible and conclude every case within six (6) months from the date of the initial written demand for arbitration. Arbitrators shall have discretion to allow the Parties reasonable and necessary discovery in accordance with Code of Civil Procedure §1283.05, but shall exercise that discretion mindful of the need to promptly and inexpensively resolve the dispute. If a Party refuses to proceed with or unduly delays the arbitration process, any other Party may petition a court for an order compelling arbitration or other related act, and shall recover all related expenses, including attorney's fees, unless the court finds that the Party against whom the petition is filed acted with substantial justification or that other circumstances make the recovery of such expenses unjust. An arbitration award may be entered as a court judgment and enforced accordingly. The arbitration award shall be binding in every case.
- (2) *EACH PARTY IS AGREEING TO HAVE ANY DISPUTE RELATED TO THE PROPERTY OR THE ASSOCIATION DECIDED BY ARBITRATION AND IS GIVING UP ANY RIGHTS HE/SHE MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. IF A PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, HE/SHE MAY BE COMPELLED TO ARBITRATE. EACH PARTY'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.*
- (3) The following matters need not be submitted to binding arbitration: (i) An action for unlawful detainer; (ii) An action brought pursuant to the California Small Claims Act; (iii) An action or proceeding to compel arbitration, including an action to impose sanctions for frivolous or bad faith activity designed to delay or frustrate arbitration; (iv) An action or proceeding which is within the jurisdiction of a probate or domestic

relations court; or (v) An action to record a notice of pending action, or for an order of attachment, receivership, injunction or other provisional remedy which action shall not constitute a waiver of the right to compel arbitration.

11.11 CATASTROPHIC DAMAGE. As used in this Section, "Catastrophic Damage" means sudden and unexpected physical damage for which the Association Repair Costs will exceed forty thousand dollars (\$40,000).

- A. Obtaining Bids/Determining Funds Availability.** As soon as practical after any event causing Catastrophic Damage, the Association shall (i) determine the amount of all funding available for repair from Association funds and insurance proceeds, and (ii) obtain two or more written repair bids from separate licensed contractors. Repair bids shall include at a minimum a detailed scope of work, a fixed or not-to-exceed contract price, a completion date and a provision for adequate insurance coverage by the contractor.
- B. Decision To Repair.** Provided that repairing the damaged areas of the Property would not necessitate a Special Assessment of more than fifty thousand dollars (\$50,000) on any Cotenant, the Association shall repair, and any difference between the total funds available and the actual repair cost shall be imposed as a Special Assessment. If repair would necessitate a Special Assessment of more than fifty thousand dollars (\$50,000) on any Cotenant, the Association shall not repair unless all such Cotenants vote to do so. If the Association does not repair, it shall sell the entire Property in its then existing condition on the best available terms. The sale proceeds together with any insurance proceeds shall then be distributed as provided in Section 11.13. If the Association fails to sell the Property within a reasonable period of time, any Cotenant may bring an action for judicial partition.
- C. Repair Procedure.** All individuals or entities performing repair of Catastrophic Damage for the Association shall (i) hold all licenses legally required for such repairs and (ii) enter into a written contract with the Association which satisfies all of the requirements for repair bids specified in Subsection A. The Cotenants shall ensure that repairs are diligently pursued to completion in accordance with best construction practices prevailing in the locale at the time the work is done. Payment and performance bonds shall be required in repair contracts exceeding one hundred thousand dollars (\$100,000).
- D. Emergency Repair.** Any Cotenant may make temporary repairs or take any other necessary action in an Emergency without first complying with the provisions of this Section.

11.12 PARTITION. Except as otherwise provided in Section 9.3, each Party agrees to waive his/her right to seek partition or sale in lieu of partition.

11.13 DISTRIBUTIONS. Proceeds from condemnation, partition, sale of the entire Property, or insurance not used to repair the Property, shall be distributed among the Cotenants based upon Relative Value Percentage. Each Cotenant's share of the distribution shall be reduced by the amount of any other outstanding obligation he/she has under this Agreement.

11.14 OTHER GENERAL PROVISIONS. Except as specifically provided in this Agreement, no Party shall have the right to assign any of his/her rights or to delegate any of his/her duties under this Agreement without the written consent of all Cotenants. Time is expressly declared to be of the essence in this Agreement. Except as specifically provided in this Agreement, a provision of the Agreement shall be waived (i) by a Cotenant, only when a written document explicitly describing the waiver is signed by one (1) representative of the Cotenant, and (ii) by the Association, only when a written document explicitly describing the waiver is signed by one (1) representative of each Cotenant. No waiver by any Cotenant, or by the

Association, of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This document contains the entire agreement of the Parties relating to any matter regarding the Property. Any prior or contemporaneous written or oral representations, modifications or agreements regarding these matters, including but not limited to those contained in any purchase agreement or preliminary commitment, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by one (1) representative of each Cotenant. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or her counsel. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Party further agrees that personal jurisdiction over him/her may be effected by service of process by registered or certified mail addressed as provided in this Agreement, and that when so made shall be as if served upon him or her personally within the State of California. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

11.15 ATTORNEY FEES. In the event that any dispute between the Parties related to this Agreement or to the Property should result in litigation or arbitration, the prevailing Party in such dispute shall be entitled to recover from the other Party all reasonable fees, costs and expenses of enforcing any right of the prevailing Party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law.

11.16 ATTORNEY DISCLOSURES. This Agreement was prepared by an attorney representing all Parties identified on its Effective Date. Each Party understands and acknowledges that his/her interests conflict with the interests of the other Parties and that the attorney preparing this Agreement is unable to adequately represent the interests of any Party individually.

Geoff Pierce 5/27/10
Geoff Pierce DATE

Tyler J. Barrick DATE

Christopher Beahn 5/22/10
Christopher Beahn DATE

Spencer K. Jones DATE

Christine Han Beahn 5/22/10
Christine Han Beahn DATE

Alexander Apke 5/26/2010
Alexander Apke DATE

Michel Bechirian DATE

Stephen Owens DATE

Peter M. Owens, Trustee of DATE
The Peter M. Owens Living Trust UDT 4/6/2006

Carolyn A. Radisch, Trustee of DATE
The Carolyn A. Radisch Living Trust UDT 4/6/2006

Association, of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This document contains the entire agreement of the Parties relating to any matter regarding the Property. Any prior or contemporaneous written or oral representations, modifications or agreements regarding these matters, including but not limited to those contained in any purchase agreement or preliminary commitment, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by one (1) representative of each Cotenant. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or her counsel. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Party further agrees that personal jurisdiction over him/her may be effected by service of process by registered or certified mail addressed as provided in this Agreement, and that when so made shall be as if served upon him or her personally within the State of California. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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Geoff Pierce DATE

Spencer K. Jones DATE

Tyler J. Barrick DATE

Christine Han DATE

Christopher Beahn DATE

Alexander Apke DATE

M. Be 5/14/10

Michel Bechirian DATE

Stephen Owens DATE

Peter M. Owens, Trustee of DATE

The Peter M. Owens Living Trust UDT 4/6/2006


Carolyn A. Radisch, Trustee of DATE

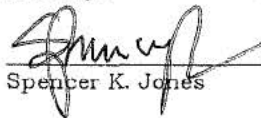
The Carolyn A. Radisch Living Trust UDT 4/6/2006

Association, of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This document contains the entire agreement of the Parties relating to any matter regarding the Property. Any prior or contemporaneous written or oral representations, modifications or agreements regarding these matters, including but not limited to those contained in any purchase agreement or preliminary commitment, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by one (1) representative of each Cotenant. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or her counsel. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Party further agrees that personal jurisdiction over him/her may be effected by service of process by registered or certified mail addressed as provided in this Agreement, and that when so made shall be as if served upon him or her personally within the State of California. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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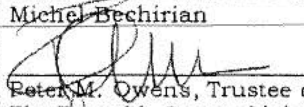
Geoff Pierce DATE
 5/12/10
 Tyler J. Barrick DATE

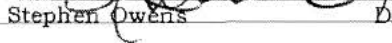
 5/24/10
 Spencer K. Jones DATE

Christine Han Beahn DATE
 B. Beahn

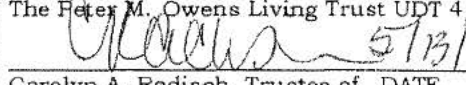
Christopher Beahn DATE

Alexander Apke DATE

Michel Bechirian DATE
 5/16/2010
 Peter M. Owens, Trustee of DATE

 5/12/10
 Stephen Owens DATE

The Peter M. Owens Living Trust UDT 4/6/2006

 5/13/2010
 Carolyn A. Radisch, Trustee of DATE
 The Carolyn A. Radisch Living Trust UDT 4/6/2006

Association, of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or different provision of this Agreement. This document contains the entire agreement of the Parties relating to any matter regarding the Property. Any prior or contemporaneous written or oral representations, modifications or agreements regarding these matters, including but not limited to those contained in any purchase agreement or preliminary commitment, shall be of no force and effect unless contained in a subsequently dated, written document expressly stating such representation, modification or agreement, signed by one (1) representative of each Cotenant. All pronouns shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. All headings are inserted only for convenience and ease of reference and are not to be considered in the interpretation of any provision of this Agreement. Numbered or lettered articles, sections and subsections refer to articles, sections and subsections of this Agreement unless otherwise expressly stated. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or her counsel. Each Party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in California in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each Party further agrees that personal jurisdiction over him/her may be effected by service of process by registered or certified mail addressed as provided in this Agreement, and that when so made shall be as if served upon him or her personally within the State of California. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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Geoff Pierce DATE

Spencer K. Jones DATE

Tyler J. Barrick DATE

Christine Han Beahn DATE

Christopher Beahn DATE

Alexander Apke DATE

Michel Bechirian DATE

Stephen Owens DATE

Peter M. Owens, Trustee of DATE
The Peter M. Owens Living Trust UDT 4/6/2006

Carolyn A. Radisch, Trustee of DATE
The Carolyn A. Radisch Living Trust UDT 4/6/2006

**FIRST RESTATED TENANCY IN COMMON AGREEMENT
FOR**

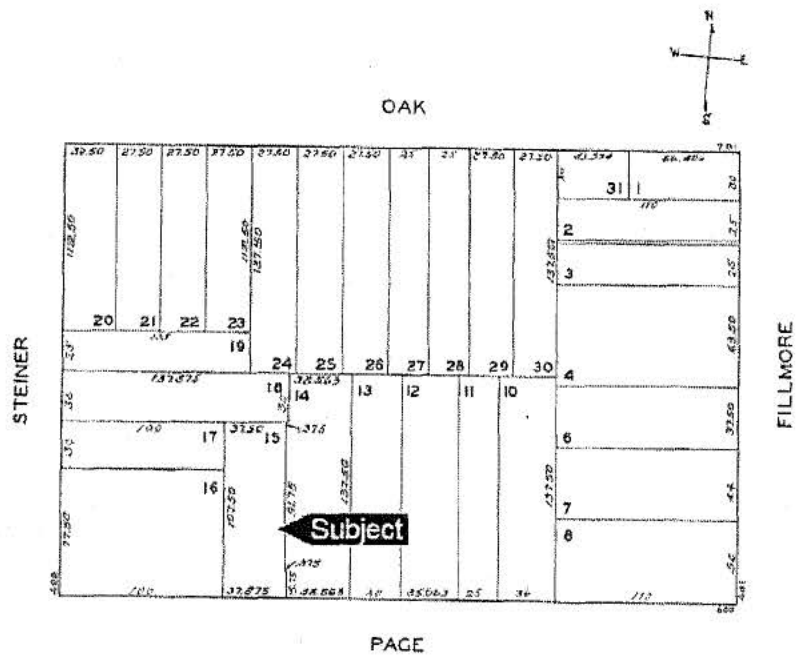
668-670-672-674-676-678 PAGE STREET

**EXHIBIT "A"
COTENANT IDENTITY**

IDENTITY	UNIT	PRICE
Cotenant One: Geoff Pierce	668	\$590,000
Cotenant Two: The Peter M. Owens Living Trust The Carolyn A. Radisch Living Trust Stephen Owens	670	\$218,500
Cotenant Three: Spencer K. Jones Tyler J. Barrick	672	\$535,000
Cotenant Four: Christine Han Beahn Christopher Beahn	674	\$639,000 \$
Cotenant Five: Alexander Apke	676	\$629,000 \$
Cotenant Six: Michel Bechirian	678	\$489,000

FIRST RESTATED TENANCY IN COMMON AGREEMENT
FOR
668-670-672-674-676-678 PAGE STREET

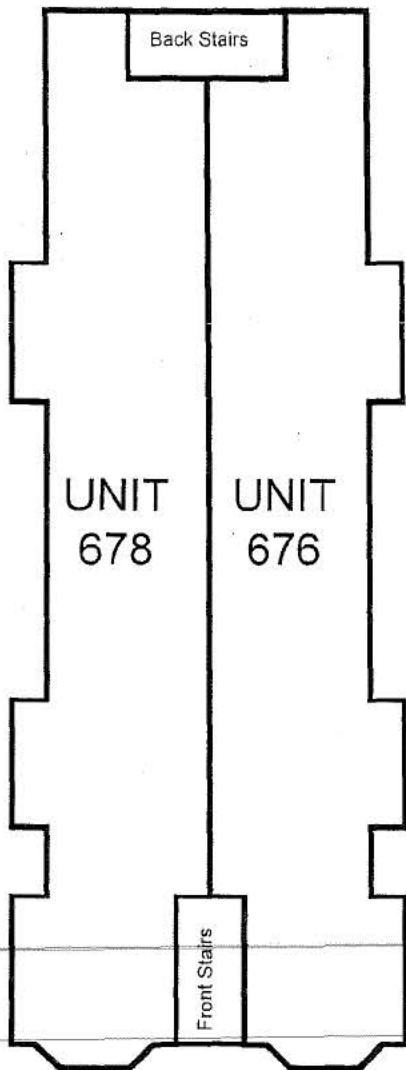
EXHIBIT B
UNIT DIAGRAMS



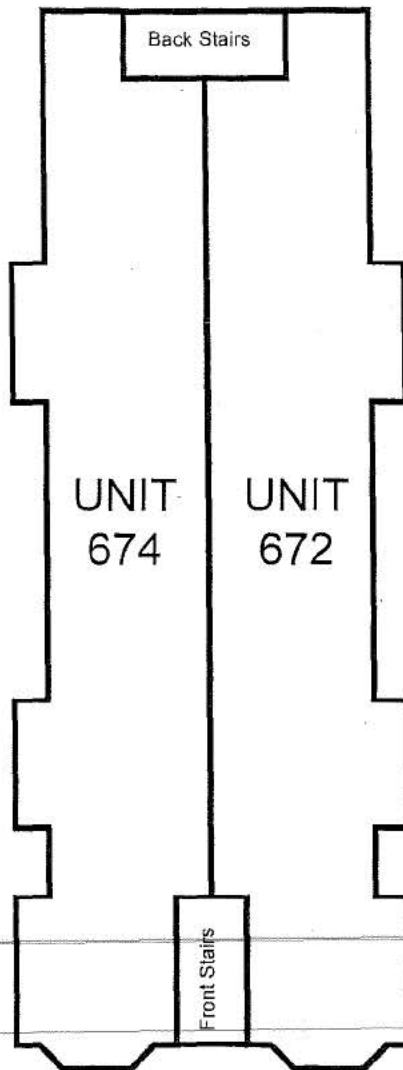
PROPERTY LOCATION
Not to Scale

**FIRST RESTATED TENANCY IN COMMON AGREEMENT
FOR
668-670-672-674-676-678 PAGE STREET**

**EXHIBIT B
UNIT DIAGRAMS**



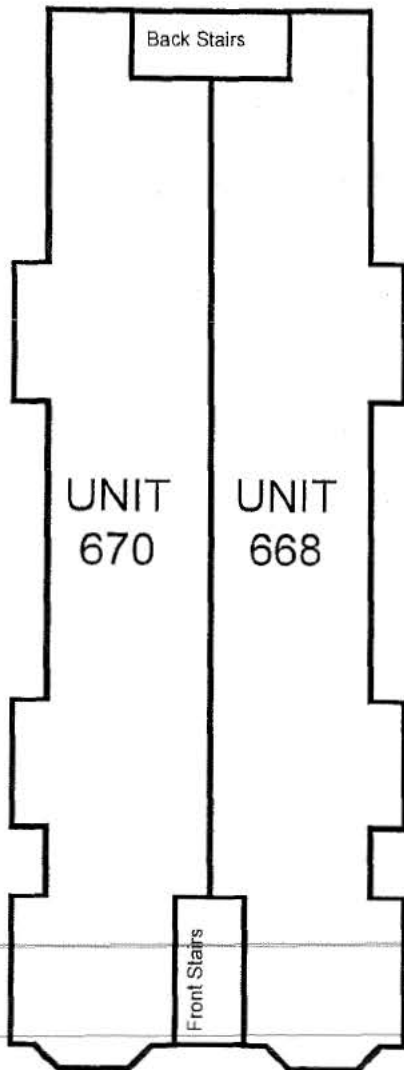
**3rd FLOOR:
UNITS 676 & 678**
Not to Scale



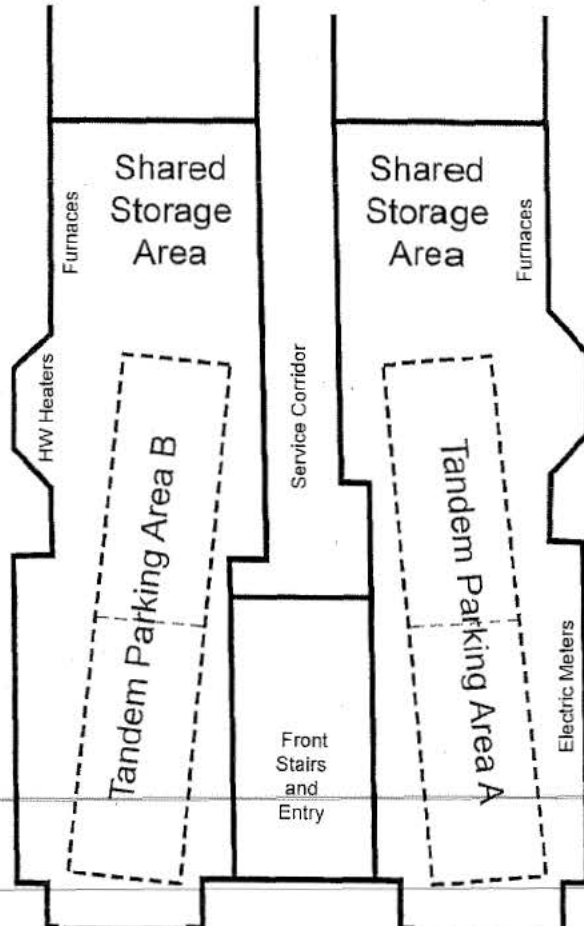
**2nd FLOOR:
UNITS 672 & 674**
Not to Scale

FIRST RESTATED TENANCY IN COMMON AGREEMENT
FOR
668-670-672-674-676-678 PAGE STREET

EXHIBIT B
UNIT DIAGRAMS



1st FLOOR:
UNITS 668 & 670
Not to Scale



STREET LEVEL:
GARAGES & STORAGE
Not to Scale

**EXHIBIT "C" TO TENANCY IN COMMON AGREEMENT
FOR
668-670-672-674-676-678 PAGE STREET**

Skylights over Unit 676

The costs of installation, maintenance, building insurance cost increases, and any damage to the building resulting from the skylights over unit 676 shall be the sole responsibility of the Cotenants assigned to unit 676.

If asbestos is found in the roof during installation, the Cotenants assigned to unit 676 will be responsible for removing it if the city requires that it be removed upon discovery.

The cost of repairs for any future damage to the roof or building or required additional maintenance to the roof or building that is proven by an independent licensed contractor to be directly related to the installation/existence of the skylights shall be the responsibility of the Cotenants assigned to unit 676.

The cost of replacing or repairing the skylights due to any damage from any source will not be covered by the building insurance.

Installation will only take place Monday through Friday and only between the hours of 9:00am and 5:00pm.

Satellite Receiver Connected to Unit 672

The costs of installation, maintenance, building insurance cost increases, and any damage to the building resulting from the satellite receiver connected to unit 672 shall be the sole responsibility of the Cotenants assigned to unit 672.

The cost of repairs for any future damage to the roof or building or required additional maintenance to the roof or building that is proven by an independent licensed contractor to be directly related to the installation/existence of the satellite receiver connected to unit 672 shall be the responsibility of the Cotenants assigned to unit 672.

The cost of replacing or repairing the satellite receiver connected to unit 672 due to any damage from any source will not be covered by the building insurance.

Satellite Receiver Connected to Unit 674

The costs of installation, maintenance, building insurance cost increases, and any damage to the building resulting from the satellite receiver connected to unit 674 shall be the sole responsibility of the Cotenants assigned to unit 674.

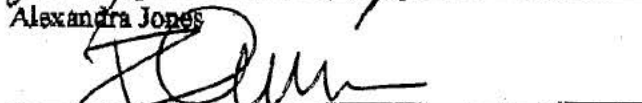
The cost of repairs for any future damage to the roof or building or required additional maintenance to the roof or building that is proven by an independent licensed contractor to be directly related to the installation/existence of the satellite receiver connected to unit 674 shall be the responsibility of the Cotenants assigned to unit 674.

The cost of replacing or repairing the satellite receiver connected to unit 674 due to any damage from any source will not be covered by the building insurance.

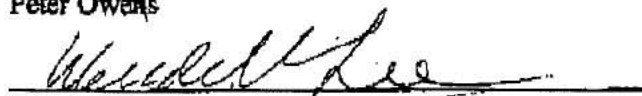
Signed:


Alexandra Jones

8/4/04
Date


Peter Owens

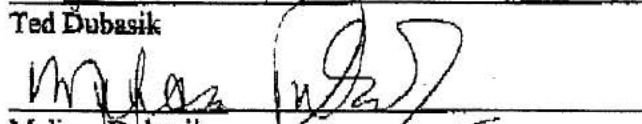
8/10/04
Date


Wendell Lee

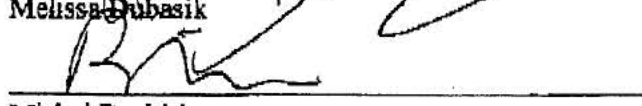
8/4/04
Date


Ted Dubasik

8/4/04
Date


Melissa Dubasik

8/4/04
Date


Michel Bechirian

August 4 '04
Date


Jennifer Stebner

8/4/04
Date


Daniel Fineman

Date

**FIRST RESTATED TENANCY IN COMMON AGREEMENT
FOR
668-670-672-674-676-678 PAGE STREET**

**EXHIBIT "D"
ANNUAL CERTIFICATE OF VALIDITY**

In order to clearly display changes to the "FIRST RESTATED TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" dated May 10, 2010 (the "Agreement"), the undersigned, comprising all of the Parties, shall provide information about such changes on an annual basis in this Annual Certificate of Validity ("Annual Certificate").

1. Amendments.

_____ No changes ever. If this space is initialed, the Agreement has never been amended, altered or otherwise supplemented in any way.

_____ No changes since last Annual Certificate. If this space is initialed, the Agreement has not been amended, altered or otherwise supplemented in any way since the last Annual Certificate.

_____ Change to Agreement Language. If this space is initialed, the Parties have changed, amended, or supplemented the Introduction, Recitals, or Articles of the Agreement. True and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Annual Certificate.

_____ Change to Exhibit "A". If this space is initialed, the Parties have changed the information in Exhibit "A", including any changes to the assignment of Exclusive Use Common Area (such as storage, parking, or outdoor areas). A true and correct copy of the revised Exhibit "A" is attached to this Annual Certificate.

_____ Change to the Unit Diagram. If this space is initialed, the Parties have changed the Unit Diagram in Exhibit "B". A true and correct copy of the currently revised Unit Diagram is attached to this Annual Certificate.

_____ Transfer of Ownership. If this space is initialed, one or more Cotenancy Shares have been transferred. True and correct copies of all previous Assumption and Release of Obligations for each transfer are attached to this Annual Certificate.

2. Record of Current Third Party Rentals. The following chart accurately lists all Units located in the Property that are not owner occupied as of the date of this Annual Certificate, along with the names of all occupants, rental amount, and remaining duration of any rental agreement, for each such Unit.

Unit	Occupant Names	Rent Amount	Lease End

(If more room is needed, attach an additional page with the above chart)

In order to validate this Annual Certificate, at least one (1) representative of each Cotenant and the Manager shall sign in front of a Notary Public.

THE COTENANTS:

_____	DATE	_____	DATE
_____	DATE	_____	DATE
_____	DATE	_____	DATE

THE MANAGER:

DATE

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ before me, _____

personally appeared _____

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they signed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity acting on behalf of which the person(s) acted, signed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature _____

**FIRST RESTATED TENANCY IN COMMON AGREEMENT
FOR
668-670-672-674-676-678 PAGE STREET**

**EXHIBIT "E"
ASSUMPTION AND RELEASE OF OBLIGATIONS**

This document (the "Assumption and Release of Obligations") pertains to property commonly known as 668-670-672-674-676-678 PAGE STREET, SAN FRANCISCO, CALIFORNIA (the "Property"), for which there exists an Agreement entitled "FIRST RESTATED TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" dated May 10, 2010 (the "Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant _____" (the "Transfer Share") is being transferred by _____ (collectively the "Transferor"), to _____ (the Transferee). The full purchase price being paid by Transferee to Transferor for such interest is _____. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: _____.

Transferee has read and fully understands all of the terms and conditions of the Agreement, and agrees to abide by each and every one of them. Transferee shall assume all of the duties and obligations, and shall be entitled to all the rights and benefits, of the Transfer Share, and Transferor is hereby released from all such duties and obligations and hereby relinquishes all such rights and benefits. Exhibit "A" of the Agreement is hereby replaced and superseded by Exhibit "A" to this Assumption and Release of Obligations. **THIS ASSUMPTION AND RELEASE OF OBLIGATIONS INCLUDES AN UPDATED EXHIBIT "A".**

_____, as Manager under the Agreement, certifies that:

- _____ No changes ever. If this space is initialed, the Agreement has never been amended, altered or otherwise supplemented in any way.
- _____ No changes since last Annual Certificate. If this space is initialed, the Agreement has not been amended, altered or otherwise supplemented in any way since the Annual Certificate of Validity dated _____.
- _____ Change to Agreement Language. If this space is initialed, the Parties have changed, amended, or supplemented the Introduction, Recitals, and/or Articles of the Agreement. True and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.
- _____ Change to Exhibit "A". If this space is initialed, the Parties have changed the information in Exhibit "A", including any changes to the assignment of Exclusive Use Common Area (such as storage, parking and/or outdoor areas). A true and correct copy of the revised Exhibit "A" is attached to this Assumption and Release of Obligations.
- _____ Change to the Unit Diagram. If this space is initialed, the Parties have changed the Unit Diagram shown in Exhibit "B". A true and correct copy of the revised Unit Diagram is attached to this Assumption and Release of Obligations.
- _____ Transfer of Ownership. If this space is initialed, there have been one or more transfers

of Cotenancy Shares other than the transfer of ownership which is the subject of this Assumption and Release of Obligation. A true and correct copy of the Assumption and Release of Obligations for all previous transfers is attached to this Assumption and Release of Obligations.

_____ Change to the Record of Current Third Party Rentals. If this space is initialed, there has been a change in the Record of Third Party Rentals provided in the Annual Certificate of Validity dated _____. A true and correct copy of the current Record of Current Third Party Rentals is attached to this Assumption and Release of Obligations.

SELLER:

DATE

DATE

BUYER:

DATE

DATE

MANAGER:

DATE

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ before me, _____

personally appeared _____

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they signed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity acting on behalf of which the person(s) acted, signed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature _____

**FIRST RESTATED TENANCY IN COMMON AGREEMENT
FOR
668-670-672-674-676-678 PAGE STREET**

**EXHIBIT "F"
REFINANCE CERTIFICATE**

This document ("Refinance Certificate") pertains to property commonly known as 668-670-672-674-676-678 PAGE STREET, SAN FRANCISCO, CALIFORNIA (the "Property"), for which there exists an Agreement entitled "FIRST RESTATED TENANCY IN COMMON AGREEMENT FOR 668-670-672-674-676-678 PAGE STREET" dated May 10, 2010 (the "Agreement"). The purpose of this Refinance Certificate is to assist _____ (hereafter the "Refinancing Cotenant") with his/her/their application to refinance his/her/their individual encumbrance on his/her/their Cotenancy Share.

_____, as Manager under the Agreement, certifies that:

- _____ No changes ever. If this space is initialed, the Agreement has never been amended, altered or otherwise supplemented in any way.
- _____ No changes since last Annual Certificate. If this space is initialed, the Agreement has not been amended, altered or otherwise supplemented in any way since the Annual Certificate of Validity dated _____.
- _____ Change to Agreement Language. If this space is initialed, the Parties have changed, amended, or supplemented the Introduction, Recitals, and/or Articles of the Agreement. True and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Refinance Certificate.
- _____ Change to the Unit Diagram. If this space is initialed, the Parties have changed the Unit Diagram shown in Exhibit "B". A true and correct copy of the currently effective Unit Diagram is attached to this Refinance Certificate.
- _____ Change to Exhibit "A". If this space is initialed, the Parties have changed the information in Exhibit "A", including any changes to the assignment of Exclusive Use Common Area (such as storage, parking and/or outdoor areas). A true and correct copy of the revised Exhibit "A" is attached to this Refinance Certificate.
- _____ Transfer of Ownership. If this space is initialed, one or more Cotenancy Shares have been transferred. A true and correct copy of the Assumption and Release of Obligations for all previous transfers is attached to this Refinance Certificate.
- _____ Change to the Record of Current Third Party Rentals. If this space is initialed, there has been a change in the Record of Third Party Rentals provided in Section 2 of the Annual Certificate of Validity dated _____. A true and correct copy of the Record of Current Third Party Rentals is attached to this Refinance Certificate.

REFINANCING COTENANT(S):

DATE
MANAGER: _____ DATE

DATE

STATE OF CALIFORNIA

COUNTY OF _____

ON _____ before me, _____

personally appeared _____

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they signed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity acting on behalf of which the person(s) acted, signed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature _____