

## Application Checklist

Follow hyperlinks for corresponding forms and document examples

Assessor's Parcel Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

	Item Description and Order	E-File Naming	Paper Original
1	Application Checklist	1.0 Application Checklist.pdf	
2	<a href="#">Cover Letter</a>	2.0 Cover Letter.pdf	
3	<a href="#">Applicant Statement</a>	3.0 Applicant Statement.pdf	
4	<a href="#">Tentative Parcel or Tentative Final Map</a>	4.0 Tentative Map.pdf	
5	<a href="#">Subdivision and Mapping Fee Schedule</a> <a href="#">Example Application Fees</a>	5.0 Application Fees.pdf	YES
6	<a href="#">Preliminary Title Report</a>	6.0 Preliminary Title Report.pdf	
7	Grant Deeds <input type="checkbox"/> <a href="#">Subject Property</a> <input type="checkbox"/> <a href="#">Adjoiners</a>	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	<a href="#">Form 1</a> : Building History, Statement of Repairs & Improvements, Occupants, Rental History, and Proposed Prices	9.0 Building History.pdf	
10	<a href="#">Receipt of application for Physical Inspection</a> or <a href="#">Physical Inspection Report</a> ( A <a href="#">Certificate of Final Completion (CFC)</a> will be required prior to recordation of the subdivision map) [Sec. 1381(a)(4)(B)]	10.0 Physical Inspection.pdf	
11	Valid <a href="#">3R Report</a> [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 type="checkbox"/> <a href="#">Form 11</a> : Affidavit for Ownership/Occupancy <input type="checkbox"/> <a href="#">Homeowner's Property Tax Exemption</a>	12.1 Affidavit for Ownership/Occupancy.pdf 12.2 Homeowner Tax Exemption.pdf	YES
13	<a href="#">Form 2A</a> <a href="#">Form 2B</a> : 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	<a href="#">Form 3</a> : Acknowledgment of Fees	14.0 Acknowledgement of fees.pdf	
15	<a href="#">Form 4</a> : 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 type="checkbox"/> 300-foot Radius Map (Final Maps Only)	16.1 Radius Map.pdf (Final Maps Only)
		<input type="checkbox"/> Address List	16.2 Address List
		<input type="checkbox"/> Prepared Envelopes	YES
17	<a href="#">Notice to Tenants of Proposed Conversion</a> [Sec. 1381(a)(6) & Subdivision Map Act Sec. 66452.51]	17.0 Tenant Notice of Conversion.pdf	
18	<a href="#">Form 7</a> : Summary of Tenant Contacts [Sec. 1381(a)(4)(D)]	18.0 Tenant Contacts.pdf	

19	<a href="#">Form 8A</a> : 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	<a href="#">Form 8B</a> : 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	<a href="#">Form 9</a> : 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	<a href="#">Photographs</a> of subject property as follows: [Public Works Code Sec. 723.2 & Planning Code] <input type="checkbox"/> Front photo, including sidewalks with no obstructions <input type="checkbox"/> Photo from left side, including sidewalk with no obstructions <input type="checkbox"/> Photo from right side, including sidewalk with no obstructions <input type="checkbox"/> Photo of rear of property	22.0 Photographs.pdf	
23	<a href="#">Form 10</a> : Proposition M Findings [Planning Code Sec.101.1(b)]	23.0 Prop M Findings.pdf	
24	<a href="#">Form 12</a> : Owner's Affidavit – Eviction of Senior, Disabled, or Catastrophically Ill Tenants [Sec 1396.2(b)]	24.0 Affidavit Protected Tenants.pdf	YES
25	<a href="#">Form 13</a> : Owner's Affidavit – Eviction of Tenants [Sec. 1396.2(a)]	25.0 Affidavit Evictions.pdf	YES
26	<a href="#">TIC Agreement</a> : 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](mailto: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, 3<sup>rd</sup> 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, 3<sup>rd</sup> Floor, San Francisco, CA 94103.

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



# SIRKINLAW APC

50 California Street • Suite 3400 • San Francisco • California 94111 415.839-6406(v)  
[condoconversion@sirkinlaw.com](mailto:condoconversion@sirkinlaw.com) • [www.andysirkin.com](http://www.andysirkin.com)

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

,August 15, 2019

## APPLICATION FOR CONDOMINIUM CONVERSION

424-426-428-430-432-434 Francisco Street  
San Francisco, California 94133  
APN: 0041/010

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 a proposed condominium subdivision of residential property, together with the Condominium Conversion Application and Checklist and all applicable items, fees, documents and data.

The owners' information is as follows:

Unit	Name on Title	Purchase Date	Move-in Date	Title%
424	Sara Michelle Plummer Brian Michael Barnard	July 8, 2016	July 8, 2016	1/6 of 100%
426	Adam A. Smith	February 17, 2012	February 17, 2012	1/6 of 100%
428	Johnny Vu (non-occupant)	February 17, 2012	July 2019*	1/6 of 100%
430	Manoj Marathe Zofia Beczek-Marathe	February 17, 2012	February 17, 2012	1/6 of 100%
432	Sherlyn Chew, Trustee of the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008	February 17, 2012	February 17, 2012	1/6 of 100%
434	Lena Q. Lionetti Larry D. Lionetti (non-occupants)	February 17, 2012	N/A	1/6 of 100%

\*Unit 428 is not Mr. Vu's primary residence

The application fee, stamped addressed envelopes and original signed Affidavits will be delivered to your office today.

Respectfully,


Rosemarie MacGuinness  
Attorney, as agent for the applicant subdividers  
Direct phone: (415) 839-6406  
Email: [condoconversion@andysirkin.com](mailto:condoconversion@andysirkin.com)

## Applicant Statement

**Assessor's Parcel Number:** 0041/010

**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

### Owner Information

Name(s): Sara Michelle Plummer, Brian Michael Barnard, Adam A. Smith, Johnny Vu, Manoj Marathe, Zofia Beczek-Marathe, Sherlyn Chew (as Trustee of the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008), Lena Q. Lionetti, Larry D. Lionetti 

Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

### Application Contact (if different from Owner)

Name(s): Rosemarie MacGuinness, Sirkin Law, APC

Address: 50 California Street, Suite 3400, San Francisco, CA 94111

Phone: (415) 839-6406

Email: condoconversion@andysirkin.com

### Firm or Agent Preparing Subdivision Map

Name(s): Keith Bush, Bay Area Land Surveying, Inc.

Address: 3065 Richmond Pkwy, Ste 101, Richmond, California 94806

Phone: (510) 223-5167

Email: keithbush@balsinc.net


Number of Units in Project: 6

Number of Tenant Occupied Units: 0

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: <u>      </u> Number of commercial: <u>      </u>	Number of residential: <u>      </u> Number of commercial: <u>      </u>

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

Sara Michelle Plummer

Printed Name

7/30/19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

Signature of Applicant

Johnny Vu

Printed Name

Date

Signature of Applicant

Manoj Marathe

Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

Date

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

Signature of Applicant

Larry D. Lionetti

Printed Name

Date

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Signature of Applicant

---

Sara Michelle Plummer

---

Printed Name

---

Date

---

Signature of Applicant

---

Brian Michael Barnard

---

Printed Name

---

Date

---

Signature of Applicant

---

Adam A. Smith

---

Printed Name

---

7/26/19  
Date

---

Signature of Applicant

---

Johnny Vu

---

Printed Name

---

Date

---

Signature of Applicant

---

Manoj Marathe

---

Printed Name

---

Date

---

Signature of Applicant

---

Zofia Beczek-Marathe

---

Printed Name

---

Date

---

Signature of Applicant

---

Sherlyn Chew

---

Printed Name

---

Date

---

Signature of Applicant

---

Lena Q. Lionetti

---

Printed Name

---

Date

---

Signature of Applicant

---

Larry D. Lionetti

---

Printed Name


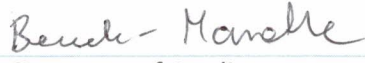
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Date

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Signature of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
 Signature of Applicant	Johnny Vu Printed Name	8/8/19 Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

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Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
 Signature of Applicant	Manoj Marathe Printed Name	July 27, 2019 Date
 Signature of Applicant	Zofia Beczek-Marathe Printed Name	July 27, 2019 Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

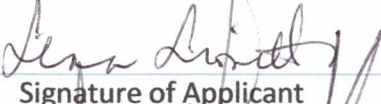
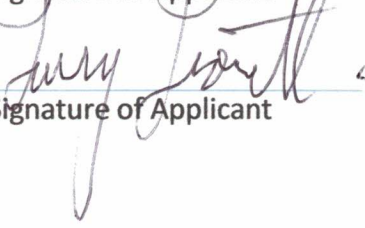


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Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
 Signature of Applicant	Sherlyn Chew Printed Name	7-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date



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Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
 Signature of Applicant	Lena Q. Lionetti Printed Name	7/31/19 Date
 Signature of Applicant	Larry D. Lionetti Printed Name	7/31/19 Date

APN's  
0041-058  
THRU  
0041-072  
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{Doc.-2012-J337411-00  
RECORDED JAN. 20, 2012}

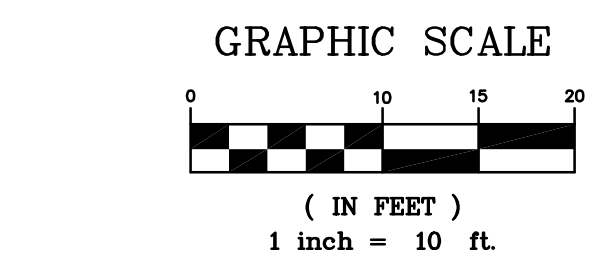
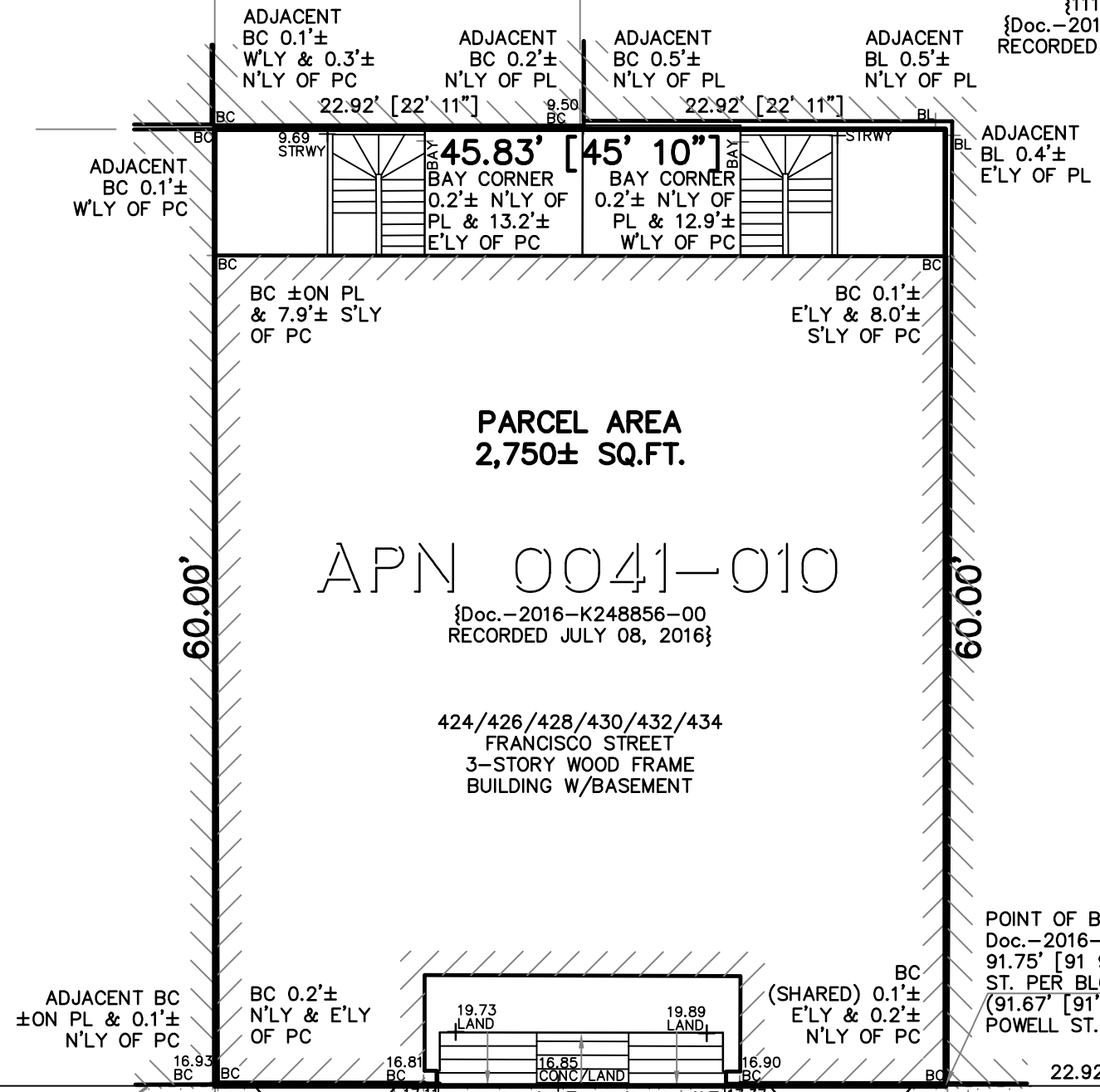
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RECORDED JUNE 15, 2018}

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-058  
THRU  
0041  
-072  
{111 CM 122}  
{Doc.-2013-J576599-00  
RECORDED JAN. 03, 2013}

ASSESSOR'S  
BLOCK No. 0041  
50 VARA BLOCK No. 149

LEGEND	
( )	RECORD DATA
[ ]	RECORD DATA
////	BUILDING EDGE
CONC	CONCRETE
ASPH	ASPHALT
APN	ASSESSOR'S PARCEL NUMBER
BC	BUILDING CORNER
BL	BUILDING LINE
C	TOP OF CURB
C/DW	TOP OF CURB AT DRIVEWAY
CM	CONDOMINIUM MAP
CONC	CONCRETE
EB	ELECTRIC BOX
FL	FLOW LINE
GL	GUTTER LIP
GV	GAS VALVE
LAND	LANDING
P	PAVEMENT
PC	PROPERTY CORNER
PL	PROPERTY LINE
PM	PARCEL MAP
SSCO	SANITARY SEWER CLEAN OUT
STR	STAIRS
STRWY	STAIRWAY
TB	TELEPHONE BOX
TRW	TREE WELL
TVB	TELEVISION UTILITY BOX
WM	WATER METER
---	SUBJECT PROPERTY
---	RECORDED MAP LINE
---	RIGHT-OF-WAY



**BOUNDARY NOTES:**  
A SCRIVENER'S ERROR WAS DETECTED IN Doc.-2016-K284456-00 - "BEGINNING AT A POINT ON THE NORTHERLY LINE OF FRANCISCO STREET, DISTANT THEREON 91 FEET AND 8 INCHES NORTHERLY" (SHOULD BE WESTERLY) "FROM THE WESTERLY LINE OF POWELL STREET..."

HISTORIC BLOCK DIAGRAMS "0041A", "0041D", & "0041E" OF ASSESSOR'S BLOCK 0041 SHOW OVERAGES TOTALLING 1-1/4" ALONG THE EAST-WEST DIMENSION OF THE BLOCK. SAID OVERAGES ARE SUPPORTED BY THE EXISTING CURB LOCATIONS AS COMPARED TO RECORD OFFSETS AS SHOWN ON GRADE MAP No. 9.

OVERAGES EASTERLY OF THE SUBJECT PROPERTY HAVE BEEN ASSIGNED TO THE EASTERMOST PARCEL(S) ON THE BLOCK, AS SHOWN ON THE FOREMENTIONED HISTORIC BLOCK DIAGRAMS.

AN OVERAGE WESTERLY OF THE SUBJECT PROPERTY IS SHOWN WITHIN THE EXTENTS OF THE PARCEL SHOWN ON THE HISTORIC BLOCK DIAGRAMS AND LATER SUBDIVIDED AS 8 PM 58, BUT DOES NOT IDENTIFY AS TO WHERE IN SAID PARCEL THE OVERAGE IS LOCATED. THIS OVERAGE IS NOT SHOWN ON THIS SURVEY.

**BENCHMARK:**  
CCSF BENCHMARK #11313: 1/2" DOMED ANCHOR SCREW W/WASHER STAMPED "CCSF CONTROL" AT NE'LY COLUMBUS AVE. & CHESTNUT ST.

**NOTE:**  
ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE

**BASIS OF SURVEY:**  
SURVEY CONTROL IS BASED UPON CITY MONUMENT MAP No. 9. BLOCK DIMENSIONS ARE BASED UPON THE HISTORIC BLOCK DIAGRAMS OF ASSESSOR'S BLOCK No. 41, GRADE MAP No. 9, AND THE LOCATION OF IMPROVEMENTS AROUND THE BLOCK. PARCEL LOCATION IS BASED UPON Doc.-2016-K284456-00, AND THE DEEDS OF THE IMMEDIATE ADJOINERS.

# TENTATIVE TRACT MAP

A 6 UNIT RESIDENTIAL CONDOMINIUM PROJECT

A SUBDIVISION OF THE REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED ON JULY 08, 2016 AS Doc.-2016-K284456-00, ALSO BEING A PORTION OF 50 VARA BLOCK No. 149 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA JULY, 2019 SCALE 1" = 10'

BAY AREA LAND SURVEYING INC.  
3065 RICHMOND PARKWAY, SUITE 101  
RICHMOND, CA 94806  
(510) 223-5167



Keith S. Bush  
KEITH S. BUSH, L.S. 8494  
DATE: 07/25/2019



© DELUXE WALLET OR DUPLICATE

**ADAM A SMITH**  
426 FRANCISCO ST.  
SAN FRANCISCO, CA 94133-1904

11-8187/1210

No. 145

DATE 8/14/2019

Pay to the order of SFDPW

Eleven thousand nine hundred seventeen & x4/100

\$ 11,917.00

**Sterling**  
bank & trust F.S.B.

1210 Broadway  
Burlingame, CA 94010

**MP**

Security Features Included. Details on Back.

ANTIQUE

© DELUXE WALLET OR DUPLICATE

**ADAM A SMITH**  
426 FRANCISCO ST.  
SAN FRANCISCO, CA 94133-1904

11-8187/1210

No. 144

DATE 8/14/2019

Pay to the order of SFDPW

Two hundred fifty & x4/100

\$ 250.00

**Sterling**  
bank & trust F.S.B.

1210 Broadway  
Burlingame, CA 94010

**MP**

Security Features Included. Details on Back.

ANTIQUE

## 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:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149

Assessor's Lot 010; Block 0041



**OLD REPUBLIC**  
TITLE COMPANY

275 Battery Street, Suite 1500  
San Francisco, CA 94111  
(415) 397-0500 Fax: (415) 397-0199

## PRELIMINARY REPORT

### AMENDED REPORT

426 Francisco Street  
San Francisco, CA 94133

Our Order Number 0227022182-HK

Attention: ADAM SMITH, ETAL

When Replying Please Contact:

Harold Kan  
HKan@ortc.com  
(415) 397-0500

Property Address:

424-434 Francisco Street, San Francisco, CA 94133

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations 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 Exhibit I attached. 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I 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.**

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.

Dated as of June 12, 2019, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**  
For Exceptions Shown or Referred to, See Attached



**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

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

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Brian Michael Barnard and Sara Michelle Plummer, husband and wife, as community property with right of survivorship, as to an undivided 1/6 interest; Adam A. Smith, an unmarried man, as to an undivided 1/6 interest; Johnny Vu, an unmarried man, as to an undivided 1/6 interest; Manoj Marathe and Zofia Beczek-Marathe, husband and wife, as community property with right of survivorship, as to an undivided 1/6 interest; Sherlyn Chew, Trustee of the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008, as to an undivided 1/6 interest; and Larry D. Lionetti and Lena Q. Lionetti, husband and wife, as community property with right of survivorship, as to an undivided 1/6 interest

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

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149

Assessor's Lot 010; Block 0041

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	LOT 010; BLOCK 0041	
Bill No.	:	001799	
Code No.	:	001-000	
1st Installment	:	\$26,012.74	Marked Paid
2nd Installment	:	\$26,012.74	Marked Paid
Land Value	:	\$2,613,381.00	
Imp. Value	:	\$1,742,248.00	

3. Supplemental taxes, general and special, for the fiscal year 2016 - 2017 (triggered by supplemental bill on July 8, 2016) as follows:

Assessor's Parcel No.	:	LOT 010; BLOCK 0041	
Bill No.	:	614144	
1st Installment	:	\$2,055.44	Marked Paid
2nd Installment	:	\$2,055.44	Marked Paid

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

5. Any special tax which is now a lien and that may be levied within the City of San Francisco Unified School District Community Facilities District No. 90-1, notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said notice(s) for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: The current annual amount levied against this land is \$112.56.

NOTE: Further information on said assessment or special tax can be obtained by contacting:

Name	:	San Francisco Unified School District
Telephone No.	:	(415) 241-6480



**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

6. The herein described property lying within the proposed boundaries of the City and County of San Francisco Special Tax District No. 2009-1 (San Francisco Sustainable Financing), as follows:

District No. : 2009-1  
For : San Francisco Sustainable Financing  
Disclosed by : Map filed December 7, 2009, in Book 1 of Maps of Assessment and Community Facilities Districts, Page 33.

7. Terms and provisions as contained in an instrument,

Entitled : Memorandum of Agreement and Non-Partition Covenant  
Executed By : Larry D. Lionetti, Lena Q. Lionetti, Christina Tse, Adam A. Smith, Johnny Vu, Manoj Marathe, Zofiz Beczek-Marathe, Sherlyn Chew  
Recorded : [February 17, 2012 in Reel K586 of Official Records, Image 0176 under Recorder's Serial Number 2012-J356047-00](#)

8. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$480,550.00  
Trustor/Borrower : Adam A. Smith, an unmarried man  
Trustee : North American Title Company  
Beneficiary/Lender : Sterling Bank & Trust, F.S.B.  
Dated : July 29, 2014  
Recorded : [August 6, 2014 in Official Records under Recorder's Serial Number 2014-J923803-00](#)  
Loan No. : 000009729

9. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$390,000.00  
Trustor/Borrower : Johnny Vu, an unmarried man  
Trustee : Old Republic Title Company  
Beneficiary/Lender : Sterling Bank & Trust, F.S.B.  
Dated : November 2, 2015  
Recorded : [December 10, 2015 in Official Records under Recorder's Serial Number 2015-K169682-00](#)  
Loan No. : 000013527

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

10. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$750,000.00  
Trustor/Borrower : Brian Michael Barnard and Sara Michelle Plummer, husband and wife, as community property with right of survivorship  
Trustee : Bank of Marin  
Beneficiary/Lender : Bank of Marin  
Dated : June 30, 2016  
Recorded : [July 8, 2016 in Official Records under Recorder's Serial Number 2016-K284457-00](#)

11. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$310,000.00  
Trustor/Borrower : Sherlyn Chew, Trustee of the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008  
Trustee : Bank of Marin  
Beneficiary/Lender : Bank of Marin  
Dated : February 20, 2019  
Recorded : [February 25, 2019 in Official Records under Recorder's Serial Number 2019-K734405-00](#)

12. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$525,000.00  
Trustor/Borrower : Larry D. Lionetti and Lena Q. Lionetti, husband and wife, as community property with right of survivorship  
Trustee : Trust Deed Investments, Inc., a California corporation  
Beneficiary/Lender : Trust Deed Investments, Inc., a California corporation  
Dated : March 18, 2019  
Recorded : [March 21, 2019 in Official Records under Recorder's Serial Number 2019-K744837-00](#)  
Loan No. : TDI6770

**OLD REPUBLIC TITLE COMPANY**

**ORDER NO. 0227022182-HK**

**AMENDED REPORT**

The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : Pensco Trust Company LLC, Custodian FBO Lawrence J. Chazen IRA, as to an undivided 9.148% interest, and Pensco Trust Company LLC, Custodian FBO Lawrence J. Chazen Roth IRA, as to an undivided 57.174% interest, and Robert Steven Liss, Jr., Trustee of the Robert Steven Liss Revocable Trust U/A/D 9/29/01, as to an undivided 23.823% interest, and Deepak Patel, as to an undivided 7.522% interest

By Assignment From : Trust Deed Investments, Inc.

Dated : May 23, 2019

Recorded : [May 23, 2019 in Official Records under Recorder's Serial Number 2019-K773236-00](#)

Loan No. : TDI6770

13. Terms and conditions contained in the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008 as disclosed by Grant Deed.

Dated : November 12, 2013

Recorded : [November 19, 2013 in Official Records under Recorder's Serial Number 2013-J785070-00](#)

The requirement that:

A Certification of Trust be furnished in accordance with Probate Code Section 18100.5; and

If the acting trustee is a successor trustee the additional requirement the Company is provided a complete copy of the trust, with all amendments and any intervening trustee is no longer acting in that capacity by providing copies of resignation letters, etc.

The Company reserves the right to make additional exceptions and/or requirements upon review of the above.

OLD REPUBLIC TITLE COMPANY  
ORDER NO. 0227022182-HK  
AMENDED REPORT

14. NOTE: Information in possession of this Company indicates the possibility of a division of land ownership. If such division is in fact contemplated, the transaction would appear to fall within the purview of the Subdivision Map Act (66410 et seq. Government Code). As a prerequisite to the Company's participation in land division transactions, compliance with one of the following provisions of the Subdivision Map Act will be required:
- a. The recording of a subdivision map in compliance with statutes or related local ordinances; or
  - b. The recording of a parcel map in compliance with statutes or related local ordinances; or
  - c. The recording of a Certificate of Compliance, as provided by statute; or
  - d. The recording of a waiver as provided by Government Code Section 66428; or
  - e. Submission of other satisfactory evidence of compliance with or non-violation of the Act.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.3.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a multi-family residence known as 424-434 Francisco Street, San Francisco, CA 94133.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Grant Deed  
By/From : Phoenix Rabbit, LLC, a California limited liability company  
To : Adam A. Smith, an unmarried man  
Dated : February 13, 2012  
Recorded : [February 17, 2012 in Official Records under Recorder's Serial Number 2012-J356041-00](#)

Grant Deed executed by Phoenix Rabbit, LLC, a California limited liability company to Johnny Vu, an unmarried man recorded [February 17, 2012 in Official Records under Recorder's Serial Number 2012-J356045-00](#).

Grant Deed executed by Phoenix Rabbit, LLC, a California limited liability company to Manoj Marathe and Zofia Beczek-Marathe, husband and wife, as community property with right of survivorship recorded [February 17, 2012 in Official Records under Recorder's Serial Number 2012-J356048-00](#).

Grant Deed executed by Phoenix Rabbit, LLC, a California limited liability company to Larry D. Lionetti and Lena Q. Lionetti, husband and wife, as community property with right of survivorship recorded [February 17, 2012 in Official Records under Recorder's Serial Number 2012-J356052-00](#).

Grant Deed executed by Sherlyn Chew, a single woman to Sherlyn Chew, Trustee of the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008 recorded [November 19, 2013 in Official Records under Recorder's Serial Number 2013-J785070-00](#).

Grant Deed executed by Lena M. Lionetti, a married woman, as her sole and separate property to Brian Michael Barnard and Sara Michelle Plummer, husband and wife, as community property with right of survivorship recorded [July 5, 2016 in Official Records under Recorder's Serial Number 2016-K284456-00](#).

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

D.

NOTICE: FinCEN COMPLIANCE

Closing the residential purchase and/or issuing title insurance contemplated by this Preliminary Report may be subject to compliance with the recently issued Confidential Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN). The GTO requires Old Republic National Title Insurance Company to report information about certain transactions involving residential property.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. FinCEN prohibits Old Republic from disclosing the specific terms of the GTO. You may wish to contact the FinCEN Resource Center directly at (800) 767-2825 for more information.

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.

O.N.  
CT/ms

**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 of 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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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.





## FACTS

WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and employment information</li><li>• Mortgage rates and payments and account balances</li><li>• Checking account information and wire transfer instructions</li></ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

## Questions

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

## Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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## What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Old Republic Title doesn't jointly market.</li> </ul>

## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

## Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

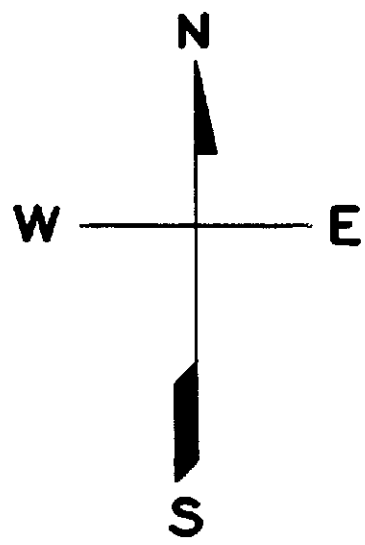
41

LOTS MERGED

LOT 21 INTO LOT 33 - '1949'  
" 3 " " 2 - '1952'

.lot22 into lots100&101 for 1998 roll  
lots24 to 28 into lot102 for 2002 roll  
lots41 into lots58&72 for 2003 roll

© COPYRIGHT SAN FRANCISCO  
CITY & COUNTY ASSESSOR 1995



REVISED	'66
"	'67
"	'74
"	'77
"	'79
"	'81
"	'82
"	'83

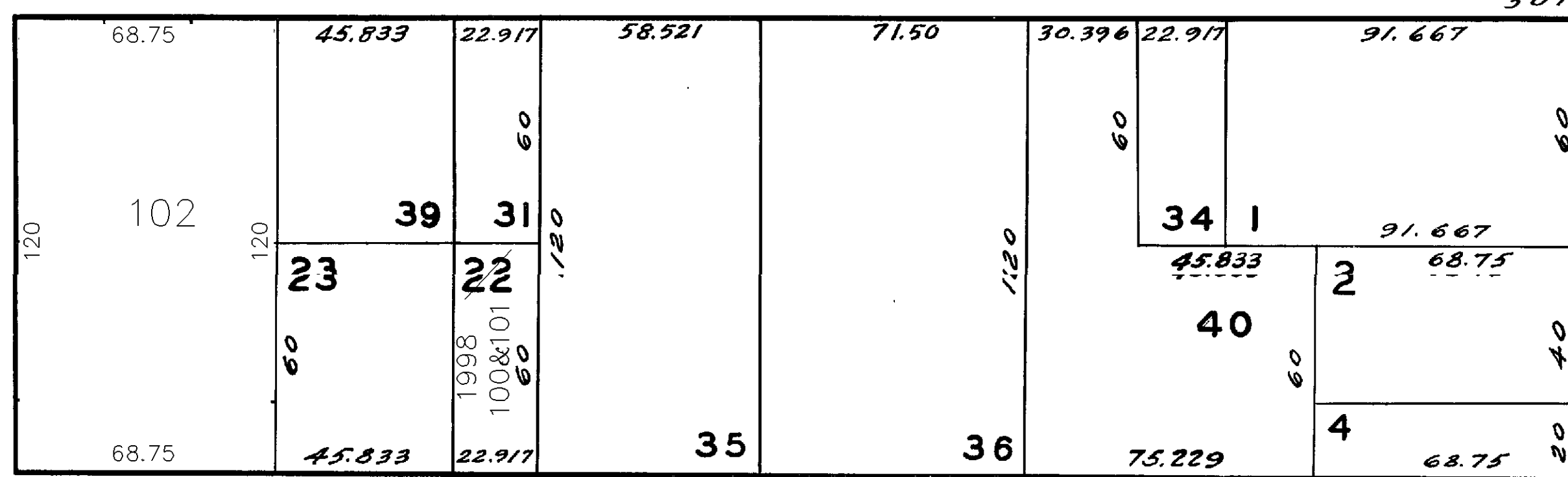
Revised 1998  
Revised 2002  
Revised 2003

BAY

26-28 VANDEWATER ST.  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
100	26	45.82	
101	28	54.18	

MASON

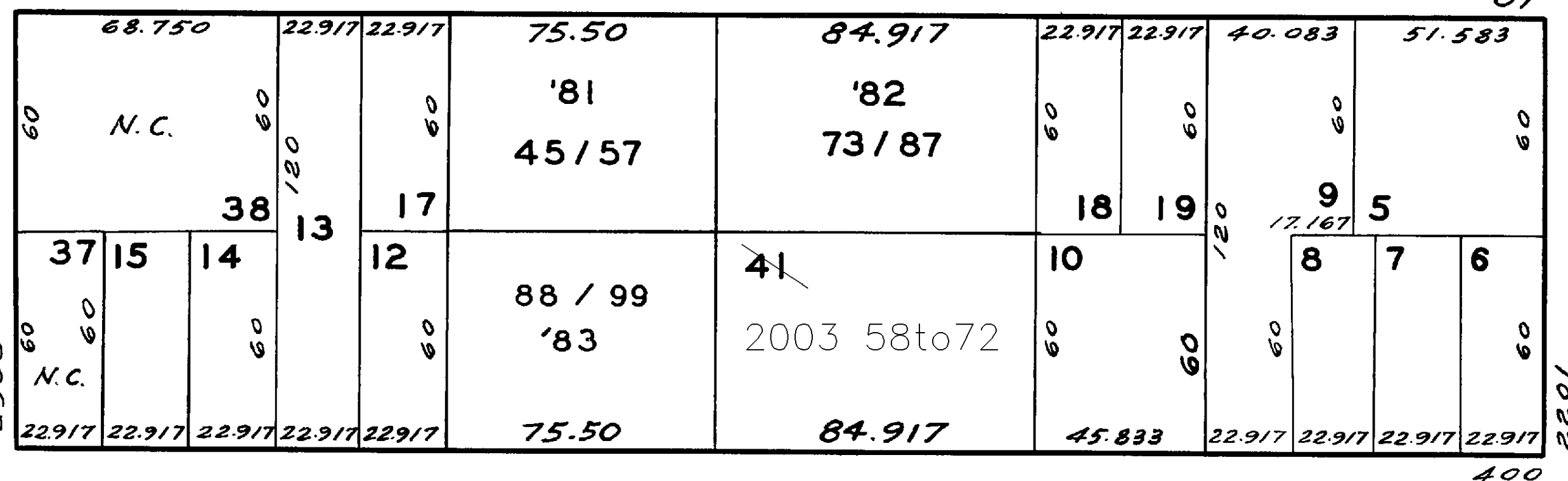


VANDEWATER

POWELL

444 Francisco St.  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
58	101	6	
59	102	6	
60	103	9	
61	104	6	
62	105	6	
63	201	6	
64	202	6	
65	203	9	
66	204	6	
67	205	6	
68	301	6	
69	302	6	
70	303	10	
71	304	6	
72	305	6	



FRANCISCO

33 VANDEWATER ST.  
A CONDOMINIUM PROJECT

LOT NO.	UNIT NO.	% COMMON	AREA
73	101	6	
74	102	6	
75	103	9	
76	104	6	
77	105	6	
78	201	6	
79	202	6	
80	203	9	
81	204	6	
82	205	6	
83	301	6	
84	302	6	
85	303	10	
86	304	6	
87	305	6	

VANDEWATER ST. CONDOMINIUMS  
A CONDOMINIUM PROJECT

LOT NO.	UNIT NO.	%COMMON	AREA
45	1	1/13	
46	2		
47	3		
48	4		
49	5		
50	6		
51	7		
52	8		
53	9		
54	10		
55	11		
56	12		
57	13	1/13	

460 FRANCISCO ST.  
A CONDOMINIUM

LOT	UNIT	%COMM	AREA
88	101	6.7	
89	102	6.5	
90	103	9.8	
91	104	10.3	
92	201	6.7	
93	202	6.5	
94	203	9.8	
95	204	10.3	
96	301	6.7	
97	302	6.5	
98	303	9.8	
99	304	10.3	

ASSESSED 99,000 SQ. FT.  
BLK. TOTAL 99,000 SQ. FT.

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 0224038855

APN: 0041-010 ✓

Situs: 424 Francisco Street ✓

When Recorded Mail Document and Tax Statements to:

Brian Michael Barnard & Sara Michelle Plummer  
424 Francisco Street  
San Francisco, CA 94133

20169K28445600003

San Francisco Assessor-Recorder

Carmen Chu, Assessor-Recorder

DOC 2016-K284456-00

Acct 5002-Old Republic Title Company

Friday, JUL 08, 2016 12:46:59

Ttl Pd \$6,661.00

Nbr-0005408064

odm/RE/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$6,630.00

(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,  
Lena M. Lionetti, a married woman, as her sole and separate property

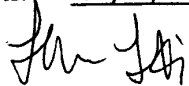
hereby GRANT(S) to

Brian Michael Barnard and Sara Michelle Plummer, 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: July 05, 2016



Lena M. Lionetti

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 7/5/16 before me, Rawan Habash a Notary Public, personally appeared Lena M. Lionetti 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: Rawan Habash

Name: Rawan Habash  
(Typed or Printed)

(Seal)



**ORDER NO. : 0224038855-NS**

**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:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149.

Assessor's Lot 010; Block 0041



RECORDING REQUESTED BY:

Old Republic Title Company

Order #: 0224036242

APN No.: Block 0041, lot 010

WHEN RECORDED MAIL TO

Lena M. Lionetti  
424 Francisco Street  
San Francisco, CA 94133

3

20159K10629300003

San Francisco Assessor-Recorder

Carmen Chu, Assessor-Recorder

DOC 2015-K106293-00

Acct 5002-Old Republic Title Company

Wednesday, AUG 05, 2015 12:29:25

Ttl Pd \$24.00 Nbr-0005202114

oma/RE/1-3

SPACE ABOVE THIS LINE FOR RECORDERS USE

## Quitclaim Deed

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 wife to husband

( ) 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 \$0.00

(X) Realty not sold.

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

Max Keaton Ince, husband of the grantee herein

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

Lena M. Lionetti, a married woman as her sole and separate property

that property in City of San Francisco, San Francisco County, State of California, described as: 424 Francisco Street

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

This Deed is given to establish of record that the undersigned Grantor, spouse of the Grantee herein, acquired no interest to said property by reason of the Deed to said Grantee recording concurrently herewith and the interest acquired by said Grantee is his/her sole and separate property.

Mail Tax Statements to Grantee at address above

Date August 04, 2015

Max Keaton Ince

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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 8/4/2015 before me, Y. Barqueta-Digesti a Notary Public,  
personally appeared Max Keaton Fice  
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.

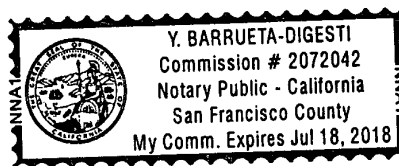
WITNESS my hand and official seal.

Signature: Y. Barqueta-Digesti

Name: Y. Barqueta-Digesti

(Typed or Printed)

(Seal)



**ORDER NO. : 0224036242-NS**

**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:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149.

Assessor's Lot 010; Block 0041

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0224036242

APN: 0041, 010

When Recorded Mail Document and Tax Statements to:

Lena M. Lionetti  
424 Francisco Street  
San Francisco, CA 94133

20159K10629200003

San Francisco Assessor-Recorder

Carmen Chu, Assessor-Recorder

DOC 2015-K106292-00

Acct 5002-Old Republic Title Company

Wednesday, AUG 05, 2015 12:29:25

Ttl Pd \$24.00 Nbr-0005202113

oma/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 - Parent to child gift*

(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,

Larry D. Lionetti and Lena Q. Lionetti, husband and wife, as community property with right of survivorship

hereby GRANT(S) to

Lena M. Lionetti, a married woman, as her sole and separate property

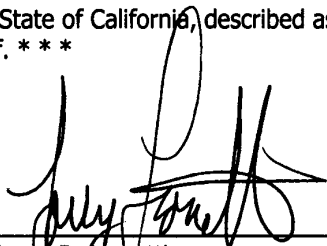
that property in City of San Francisco, San Francisco County, State of California, described as: 424 Francisco Street

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

Date: July 30, 2015



Lena Q. Lionetti

  
Larry D. Lionetti

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 7/30/2015 before me, Y Barrueta-Digesti, a Notary Public, personally appeared Larry D. Lionetti and Lena Q. Lionetti, 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.

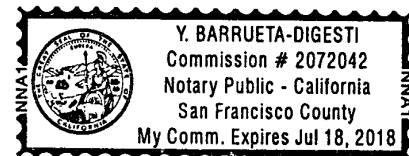
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Y Barrueta-Digesti

Name: Y Barrueta-Digesti  
(Typed or Printed)

(Seal)



**ORDER NO. : 0224036242-NS**

**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:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149.

Assessor's Lot 010; Block 0041

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0224023642-CB  
APN: Lot 010; Block 0041

When Recorded Mail Document and Tax Statements to:

Adam A. Smith  
426 Francisco Street  
San Francisco, CA 94133



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2012-J356041-00**  
Acct 4-OLD REPUBLIC Title Company  
Friday, FEB 17, 2012 08:00:00  
Ttl Pd \$4,134.20 Rcpt # 0004341659  
**REEL K586 IMAGE 0170**  
osi/MA/1-2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$4,107.20

(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,  
Phoenix Rabbit, LLC, a California limited liability company ☐

hereby GRANT(S) to

Adam A. Smith, an unmarried man

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. \* \* \* Property: 424-434 Francisco Street, San Francisco

Date: February 13, 2012

Phoenix Rabbit, LLC, a California limited liability company

By:   
Christina Tse, Managing Member

State of California

County of San Francisco

On February 14, 2012 before me, Cidney Bryan, a  
Notary Public, personally appeared Christina Tse,  
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

(typed or printed)



(Area reserved for official notarial seal)

Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**ORDER NO. : 0224023642-CB**

**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:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149.

Assessor's Lot 010; Block 0041



RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0224023643-CB

APN: Lot 010; Block 0041

When Recorded Mail Document and Tax Statements to:

Johnny Vu  
428 Francisco Street  
San Francisco, CA 94133

San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2012-J356045-00**  
Acct 4-OLD REPUBLIC Title Company  
Friday, FEB 17, 2012 08:00:00  
Ttl Pd \$4,447.00 Rcpt # 0004341663  
**REEL K586 IMAGE 0174**  
091/MA/1-2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$4,420.00

(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,  
Phoenix Rabbit, LLC, a California limited liability company

hereby GRANT(S) to  
Johnny Vu, an unmarried man

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 13, 2012

Phoenix Rabbit, LLC, a California limited liability company

By: 

Christina Tse, Managing Member

State of California

County of San Francisco

On February 14, 2012 before me, Cidney Bryan, a  
Notary Public, personally appeared Christina Tse,  
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

Cidney Bryan  
(typed or printed)



Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**ORDER NO. : 0224023643-CB**

**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:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149.

Assessor's Lot 010; Block 0041

RECORDING REQUESTED BY:


Old Republic Title Company

Order No.: 0224023644-CB

APN: Lot 010; Block 0041

When Recorded Mail Document and Tax Statements to:

Manoj Marathe & Zofia Beczek-Marathe  
430 Francisco Street  
San Francisco, CA 94133

  
San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2012-J356048-00**  
Acct 4-OLD REPUBLIC Title Company  
Friday, FEB 17, 2012 08:00:00  
Ttl Pd \$4,406.20 Rcpt # 0004341666  
**REEL K586 IMAGE 0177**  
ogl/MA/1-2

SPACE ABOVE THIS LINE IS RESERVED

430 Francisco St

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$4,379.20

(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,  
Phoenix Rabbit, LLC, a California limited liability company ☐

hereby GRANT(S) to

Manoj Marathe and Zofia Beczek-Marathe, 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. \* \* \* Property: 424-434 Francisco Street, San Francisco

Date: February 13, 2012

Phoenix Rabbit, LLC, a California limited liability company

By:   
Christina Tse, Managing Member

State of California

County of San Francisco

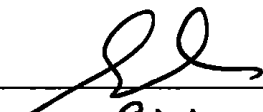
On February 14, 2012 before me, Cidney Bryan, a  
Notary Public, personally appeared Christina Tse  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

  
Cidney Bryan  
(typed or printed)



(Area reserved for official notarial seal)

Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**ORDER NO. : 0224023644-CB**

**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:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149.

Assessor's Lot 010; Block 0041

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0224031149-NS

APN: Lot 010; Block 0041

When Recorded Mail Document and Tax Statements to:

The Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008  
432 Francisco Street  
San Francisco, CA 94133



San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
**DOC- 2013-J785070-00**

Acct 4-OLD REPUBLIC Title Company

Tuesday, NOV 19, 2013 08:00:00

Ttl Pd \$21.00 Rpt # 0004828846

**REEL L027 IMAGE 0056**

OKC/KC/1-2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$0.00 transfer from individual to Trust-no consideration

(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,  
Sherlyn Chew, a single woman

hereby GRANT(S) to

Sherlyn Chew, Trustee of The Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008

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. \* \* \* PROPERTY: 424-434 Francisco Street, San Francisco, California

Date: November 12, 2013

Sherlyn Chew  
Sherlyn Chew

State of California  
County of San Francisco

On November 13, 2013, before me, D. Murphy, a  
Notary Public, personally appeared Sherlyn Chew,  
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.

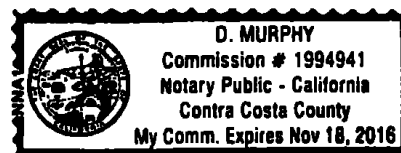
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Name

D. Murphy  
(typed or printed)



(Area reserved for official notarial seal)

**ORDER NO. : 0224031149-NS**

**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 1/6<sup>th</sup> Tenancy in Common Interest in and to the following described property:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149

Assessor's Lot 010; Block 0041

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0224023645-CB  
APN: Lot 010; Block 0041

When Recorded Mail Document and Tax Statements to:

Sherlyn Chew  
432 Francisco Street  
San Francisco, CA 94133



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2012-J356050-00**

Acct 4-OLD REPUBLIC Title Company  
Friday, FEB 17, 2012 08:00:00  
Ttl Pd \$4,073.00 Rcpt # 0004341668  
**REEL K586 IMAGE 0179**  
ogi/MA/1-2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

432 Francisco St

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$4,046.00

(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,  
Phoenix Rabbit, LLC, a California limited liability company

hereby GRANT(S) to  
Sherlyn Chew, a single woman

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. Property: 424-434 Francisco Street, San Francisco

Date: February 13, 2012

Phoenix Rabbit, LLC, a California limited liability company

By:   
Christina Tse, Managing Member

State of California

County of San Francisco

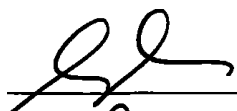
On February 14, 2012 before me, Cidney Bryan, a  
Notary Public, personally appeared Christina Tse,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

  
Cidney Bryan  
(typed or printed)



(Area reserved for official notarial seal)

Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**ORDER NO. : 0224023645-CB**

**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 1/6<sup>th</sup> Tenancy in Common Interest in and to the following described real property:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149.

Assessor's Lot 010; Block 0041



RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0224023646-CB

APN: Lot 010; Block 0041

When Recorded Mail Document and Tax Statements to:

Larry D. Lionetti & Lena Q. Lionetti

PO Box 719

San Francisco, CA 94109



San Francisco Assessor-Recorder

Phil Ting, Assessor-Recorder

DOC- 2012-J356052-00

Acct 4-OLD REPUBLIC Title Company

Friday, FEB 17, 2012 08:00:00

Ttl Pd \$3,780.60 Rcpt # 0004341671

REEL K586 IMAGE 0181

ogi/MA/1-2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

434 Francisco St

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$3,753.60

(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,

Phoenix Rabbit, LLC, a California limited liability company

hereby GRANT(S) to

Larry D. Lionetti and Lena Q. Lionetti, 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. Property: 424-434 Francisco Street, San Francisco

Date: February 13, 2012

Phoenix Rabbit, LLC, a California limited liability company

By: 

Christina Tse, Managing Member

State of CA

County of San Francisco


On February 14, 2012 before me, Cidney Bryan, a Notary Public, personally appeared Christina Tse, 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.

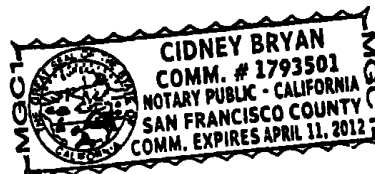
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Name

  
Cidney Bryan  
(typed or printed)



(Area reserved for official notarial seal)

Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**ORDER NO. : 0224023646-CB**

**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:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149.

Assessor's Lot 010; Block 0041

RECORDING REQUESTED BY:

Paul and James Cannizzaro

AND WHEN RECORDED MAIL THIS DOCUMENT  
AND ALL FUTURE TAX BILLS TO:

Vandewater Apartments, LLC  
273 Jefferson Street  
San Francisco, CA 94133



San Francisco Assessor-Recorder  
D. Hoa Nguyen, Acting Assessor-Recorder  
**DOC- 2013-J576599-00**  
Thursday, JAN 03, 2013 14:13:45  
Ttl Pd \$20.00 Rcpt # 0004589617  
**REEL K805 IMAGE 1081**  
ogi/MA/1-2

**GRANT DEED**

7 Vandewater St

DOCUMENTARY TRANSFER TAX \$ 0  
EXEMPTION (R&T CODE) 0  
EXPLANATION No consideration  
Signature of Declarant or Agent determining tax  
CA# 628083

PAUL CANNIZZARO and JAMES CANNIZZARO HEREBY GRANT to Vandewater Apartments LLC, the following real property in the City of SAN FRANCISCO and County of SAN FRANCISCO, California:

Said property is commonly known as 418 and 420 Francisco Street, and 7 Vandewater Street, San Francisco, CA 94133 and further described in EXHIBIT A attached hereto and incorporated herein.

Date: 8/30/12 Paul Cannizzaro  
Grantor- Paul Cannizzaro

Date: 8/30/12 James Cannizzaro  
Grantor- James Cannizzaro

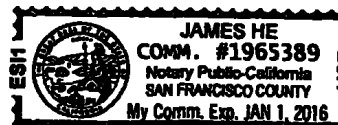
State of California  
County of San Francisco

On August 30, 2012, before me, James He, Notary Public, personally appeared PAUL CANNIZZARO and JAMES CANNIZZARO who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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 of Notary



## EXHIBIT A

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

COMMENCING at a point on the Northerly line of Francisco Street, distant thereon 68 feet 9 inches Westerly from the Westerly line of Powell Street, running thence Westerly and along said line of Francisco Street 22 feet 11 inches; thence at a right angle Northerly 60 feet; thence at a right angle Westerly 22 feet 11 inches; thence at a right angle Northerly 60 feet to the Southerly line of Vandewater Street; thence Easterly along said line of Vandewater Street 63 feet; thence at a right angle Southerly 60 feet; thence at a right angle Westerly 17 feet 2 inches; thence at a right angle Southerly 60 feet to the point of commencement.

BEING part of 50 Vara Lot 151 in Block 149. Assessor's Parcel No.: Lot 103, Block 41  
Formerly, Assessor's Parcel # Lots 9 and 19 of Block 41.

END OF DESCRIPTION

## OWNERS' CERTIFICATE:

D206 358

"WE HEREBY CERTIFY THAT WE ARE ALL OF THE OWNERS OF AND HOLDERS OF SECURITY INTEREST OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BLUE BOUNDARY LINE; THAT SAID MAP CONSTITUTES AND CONSISTS OF A CERTIFIED MAP AND DIAGRAMMATIC FLOOR PLANS WITHIN THE MEANING OF PARAGRAPH 1351 (1) & (11) OF THE CIVIL CODE OF THE STATE OF CALIFORNIA; AND THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP PURSUANT TO CHAPTER 1, TITLE 6, PART 4, DIVISION SECOND OF THE CIVIL CODE OF THE STATE OF CALIFORNIA."

IN WITNESS THEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS CERTIFICATION TO BE EXECUTED:

## OWNERS:

OFFMANN PROPERTIES, LTD. A CALIFORNIA CORPORATION

*H. Herunter* TITLE VICE PRESIDENT TITLE

## OWNER'S ACKNOWLEDGEMENT:

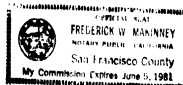
STATE OF CALIFORNIA  
COUNTY OF San Francisco SSON THIS 2ND DAY OF FEBRUARY IN THE YEAR OF 1981, BEFORE ME FREDERICK W. MAXWINEY

A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED  
H. HERUNTER AND VICE PRESIDENT KNOWN TO ME TO BE THE  
AND THE RESPECTIVELY OF  
A CORPORATION, THAT EXECUTED THE WITHIN

INSTRUMENT, AND ALSO KNOWN TO BE THE PERSON WHO EXECUTED IT ON BEHALF OF SAID CORPORATION  
AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS OWNER.

MY COMMISSION EXPIRES JUNE 5, 1981

SIGNED FREDERICK W. MAXWINEY  
NOTARY PUBLIC, STATE OF CALIFORNIA



## TAX STATEMENT:

I, GILBERT H. BOREMAN, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SUBDIVIDER HAS FILED A CERTIFICATE FROM THE CONTROLLER OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID TAXES, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$10,000.00. I ALSO HEREBY CERTIFY THAT A BOND IN THE AMOUNT FIXED BY SAID BOARD AND BY ITS TERMS MADE TO INURE TO THE BENEFIT OF THE CITY AND COUNTY OF SAN FRANCISCO, CONDITIONED FOR PAYMENT OF THE ABOVE TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE, HAS BEEN FILED WITH AND APPROVED BY SAID BOARD.

DATED THIS 15 DAY OF MAY, 1981.

*G. Boreman*  
CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

## CLERK'S CERTIFICATE:

I, GILBERT H. BOREMAN, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS BY MOTION FILE NO. 58-FI-24 ADOPTED MAY 11 1981, APPROVED THIS MAP ENTITLED "MAP OF 33 VANDEWATER STREET" SAN FRANCISCO, CALIFORNIA, A CONDOMINIUM PROJECT. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND CAUSED THE SEAL OF THIS OFFICE TO BE AFFIXED.

*G. Boreman*  
CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

## CERTIFICATE OF AGREEMENT:

I (WE), THE UNDERSIGNED, OWNER(S) OF THE REAL PROPERTY SHOWN ON THIS MAP, HEREBY CERTIFY THAT WE HAVE AGREED TO, AND WILL COMPLY WITH ALL CONDITIONS OF APPROVAL OF SAID MAP AS SPECIFIED IN THE RESOLUTIONS OF THE CITY PLANNING COMMISSION AND THE BOARD OF SUPERVISORS. I (WE) FURTHER CERTIFY THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SUBDIVISION CODE OF THE CITY AND COUNTY OF SAN FRANCISCO GOVERNING APPROVAL OF THIS MAP WILL BE ADHERED TO.

*H. Herunter*  
(SIGNED)  
by H. Herunter  
VICE PRESIDENT

## APPROVED AS TO FORM:

GEORGE AGOST, CITY ATTORNEY

BY *George Agost*  
DEPUTY CITY ATTORNEY  
CITY AND COUNTY OF SAN FRANCISCO

## APPROVALS:

THIS MAP IS APPROVED THIS 22nd DAY OF April, 1981, BY ORDER NO. 12148

*Jeffrey Lee*  
JEFFREY LEE  
DIRECTOR OF PUBLIC WORKS AND  
ADVISORY AGENCY  
CITY AND COUNTY OF SAN FRANCISCO

## ATTEST:

RICHARD EVANS  
ASSISTANT DIRECTOR OF PUBLIC WORKS  
CITY AND COUNTY OF SAN FRANCISCO

## CITY ENGINEER'S CERTIFICATE

D206 357

I, FRANK H. MOSS, JR., CITY ENGINEER OF THE CITY AND COUNTY OF SAN FRANCISCO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL "MAP OF 33 VANDEWATER STREET" SAN FRANCISCO, CALIFORNIA, A CONDOMINIUM PROJECT, THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE "SUBDIVISION MAP ACT" AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED THIS 21st DAY OF April, 1981.

*F. H. Moss, Jr.*  
FRANK H. MOSS, JR., CITY ENGINEER  
CITY AND COUNTY OF SAN FRANCISCO

79

## SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT DURING THE YEAR OF 1981, A SURVEY WAS MADE UNDER MY DIRECTION AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN ON THIS MAP.

I DO HEREBY CERTIFY THAT THE MONUMENTS AND BENCHMARKS ARE OF THE CHARACTER AND OCCUPY OR WILL OCCUPY THE POSITIONS INDICATED ON THE WITHIN MAP AND THAT THEY ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

WITNESS MY HAND AND SEAL THIS 30 DAY OF January, 1981.

*James E. Shypert*  
JAMES E. SHYPERT  
LICENSED LAND SURVEYOR NO. 3930

## RECORDER'S CERTIFICATE:

FILED ON THIS 21 DAY OF May, 1981, AT 3:32 P.M., IN BOOK 17  
OF CONDOMINIUM MAPS, AT PAGE 79-82, AT THE REQUEST OF M. Ron.

SIGNED *K. J. Lee* (deputy)  
COUNTY RECORDER  
CITY AND COUNTY OF SAN FRANCISCO

MAP

OF

33 VANDEWATER STREET

## A CONDOMINIUM PROJECT

BLING A PORTION OF 50 VARA BLOCK NO. 149  
ALSO BEING A PORTION OF ASSESSOR'S BLOCK NO. 41  
SAN FRANCISCO CALIFORNIA

MARTIN M. RON ASSOCIATES

LAND SURVEYORS  
604 MISSION STREET  
SAN FRANCISCO CALIFORNIA

JANUARY, 1981

SHEET 1 OF 4

TITLE NO. 18-81-29.

NOTICE

1. APPROVED MAP OF 33 VANDEWATER STREET TO ADOPT A CONDOMINIUM PROJECT.

2. BORN.

3.

4. NOTED: That the within map entitled, "Map of 33 Vandewater Street, a Condominium Project, San Francisco, California", comprising a plan, approved on the 21st day of April, 1981, by Department of Public Works Order No. 12148, be and the same be hereby approved and ordered as the official map of 33 Vandewater Street to Admonish.

5. Blank to a condominium subdivision.

6. FURTHER NOTE: That certain favorable letter of Credit from the Wells Fargo Bank in the sum of \$15,000.00, conditioned for the payment of all taxes or special assessments collected on taxes which are, at the time of filing said map, a lien against the subdivision but not yet payable, be and the same be hereby approved and ordered.

7. FURTHER NOTE: That approval of this final map is also conditioned upon compliance by the subdivider with all applicable provisions of the Subdivision Code of the City and County of San Francisco and amendments thereon.

Adopted: Board of Supervisors, San Francisco.

Approved: Frederick W. Maxwiney, Notary Public, State of California, Commission Expires June 5, 1981.

Three Responses: BUREAU, HANSEN

Three Responses: DODSON, SILVER

I hereby certify that the foregoing map is returned to the Board of Supervisors of the City and County of San Francisco.

58-FI-21

RECORDED

At 3:32 P.M.

MAY 21 1981

City &amp; County of San Francisco, Calif.

RECORDED

58-FI-21

D050352

B216 11360

B216 11359

BAY STREET (69.427' Wide)

ASSESSORS BLOCK 41

VANDEWATER STREET (35' Wide)

ASSESSORS BLOCK 41

FRANCISCO STREET (68.25' Wide)

BOUNDARY SURVEY

Scale : 1" = 20'

Monument Line

POWELL STREET (67.90' wide)

- GENERAL NOTES:
1. THE SUBDIVISION DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE CALIFORNIA CONDOMINIUM ACT, TITLE 6, PART 4, DIVISION 2 OF THE CIVIL CODE.
  2. "UNIT" MEANS A NUMBERED PARCEL SO DESIGNATED ON THIS MAP. EACH OF THE UNITS AS SEPARATELY SHOWN CONSISTS OF THE SPACE BOUNDED BY AND CONTAINED WITHIN THE INTERIOR UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS, AND DOORS OF EACH UNIT.
  3. "COMMON AREA" WITHIN THE SUBDIVISION SHALL MEAN AND REFER TO THOSE PORTIONS OF PROPERTY, TO WHICH TITLE IS HELD BY ALL OWNERS IN COMMON, AND EXCEPTING THE INDIVIDUAL CONDOMINIUM UNITS. THE COMMON AREA INCLUDES GARAGE AREA, BEARING WALLS, STAIRWAYS, (EXCEPT ANY WITHIN A UNIT), COLUMNS, GIRDERS, SUBFLOORS, UNFINISHED FLOORS, ROOFS, AND FOUNDATIONS, CENTRAL HEATING, CENTRAL AIR-CONDITIONING EQUIPMENT, RESERVOIRS, TANKS, PUMPS, MOTORS, DUCTS, FLUES AND CHUTES, CONDUITS, PIPES, PLUMBING, WIRES, AND OTHER UTILITY INSTALLMENTS (EXCEPT THE OUTLETS THEREOF LOCATED WITHIN A UNIT), REQUIRED TO PROVIDE POWER, LIGHT, TELEPHONE, GAS, WATER, SEWERAGE, DRAINAGE, HEAT AND AIR-CONDITIONING, SPRINKLERS, SPRINKLER PIPES AND SPRINKLER HEADS WHICH PROTRUDE INTO THE AIR SPACE OF A CONDOMINIUM UNIT, CENTRAL TELEVISION ANTENNA, VACUUM CLEANER SYSTEM, IF ANY.
  4. FOR PERCENTAGE OF OWNERSHIP OF THE COMMON AREA, SEE TABLE ON SHEET 4.
  5. THE AREAS ENTITLED P-1, P-2, P-3, ETC., ARE PARKING AREAS. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS AN APPURTENANCE TO A UNIT.
  6. THE AREAS ENTITLED S-1, S-2, S-3 ETC., ARE STORAGE AREAS. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS AN APPURTENANCE TO A UNIT.
  7. THE AREAS ENTITLED D-103, D-104, D-105, ETC., ARE DECK AREAS. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS AN APPURTENANCE TO THE CORRESPONDING NUMBERED UNIT.
  8. ALL BUILDING WALLS ARE AT RIGHT ANGLES AND ARE 0.464' THICK UNLESS MARKED OTHERWISE.
  9. ALL INTERIOR DIMENSIONS SHOWN AND ELEVATIONS NOTED ON SHEETS 3 AND 4 ARE INTENDED TO BE THE UNFINISHED INTERIOR SURFACES OF THE WALLS, FLOORS AND CEILINGS.
  10. BASIS OF SURVEY IS THE MONUMENT MAP NO. 9 ON FILE IN THE OFFICE OF THE CITY ENGINEER.
  11. ELEVATIONS SHOWN HEREON WERE OBTAINED FROM A GROUP OF BENCHMARKS LOCATED AT THE INTERSECTION OF BAY AND POWELL STREETS.
  12. ELEVATIONS ARE BASED ON CITY DATUM.
  13. UNIT ENCROACHMENTS ON VANDEWATER STREET ARE ALLOWABLE UNDER SECTION 4504 AND 4504.1 OF THE BUILDING CODE.

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MAP  
OF  
33 VANDEWATER STREET  
A CONDOMINIUM PROJECT

BEING A PORTION OF 50 VARA BLOCK NO. 149  
ALSO BEING A PORTION OF ASSESSOR'S BLOCK NO. 41  
SAN FRANCISCO CALIFORNIA

MARTIN M. RON ASSOCIATES  
LAND SURVEYORS  
604 MISSION STREET  
SAN FRANCISCO CALIFORNIA

JANUARY, 1981

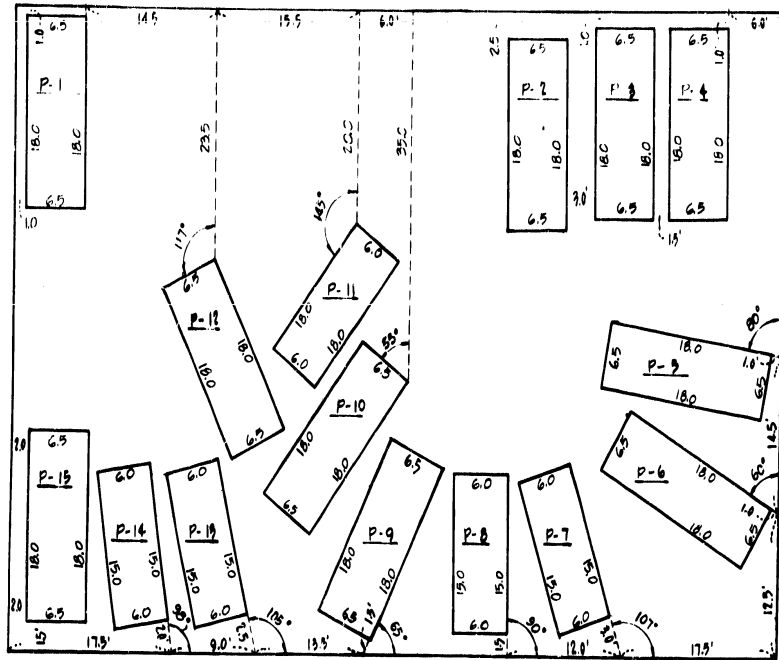
SHEET 2 OF 4

D208 PAGE 362

VANDEWATER STREET

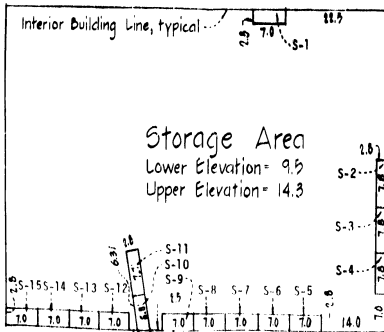
81

D208 PAGE 361



### LEVEL ONE

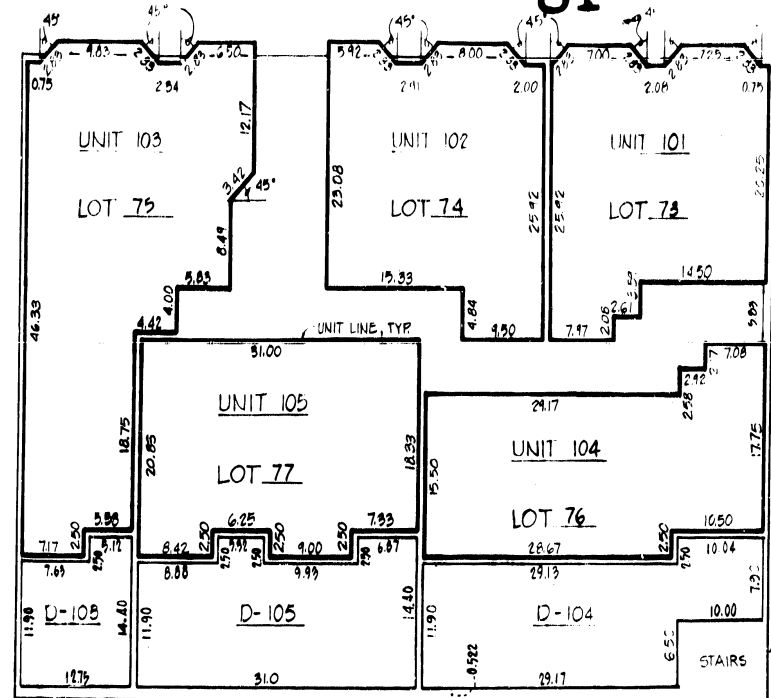
FLR. ELEV. = 4.5  
CLG. ELEV. = 14.3



### LEVEL ONE

Storage Details

Scale: 1" = 16'



### LEVEL TWO

FLR. ELEV. = 15.3  
CLG. ELEV. = 24.1

Wall thicknesses are 0.464 on Level Two.

## MAP

OF

## 33 VANDEWATER STREET

### A CONDOMINIUM PROJECT

BEING A PORTION OF 50 VARI BLOCK NO. 149  
ALSO BEING A PORTION OF ASSESSOR'S BLOCK NO. 41  
SAN FRANCISCO CALIFORNIA

MARTIN M. RON ASSOCIATES  
LAND SURVEYORS  
604 MISSION STREET  
SAN FRANCISCO CALIFORNIA

JANUARY, 1993

SCALE: 1" = 8'

SHEET 3 OF 4

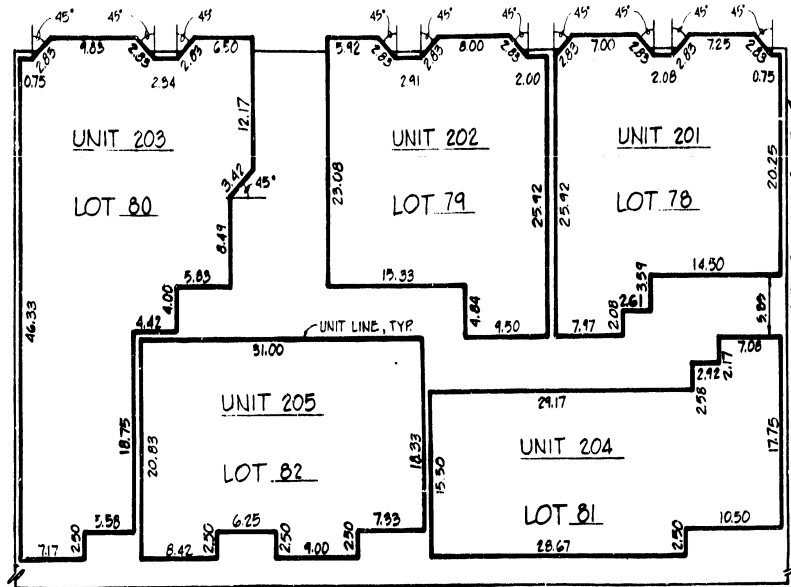
10206 11364

10206 11363

82



VANDEWATER STREET



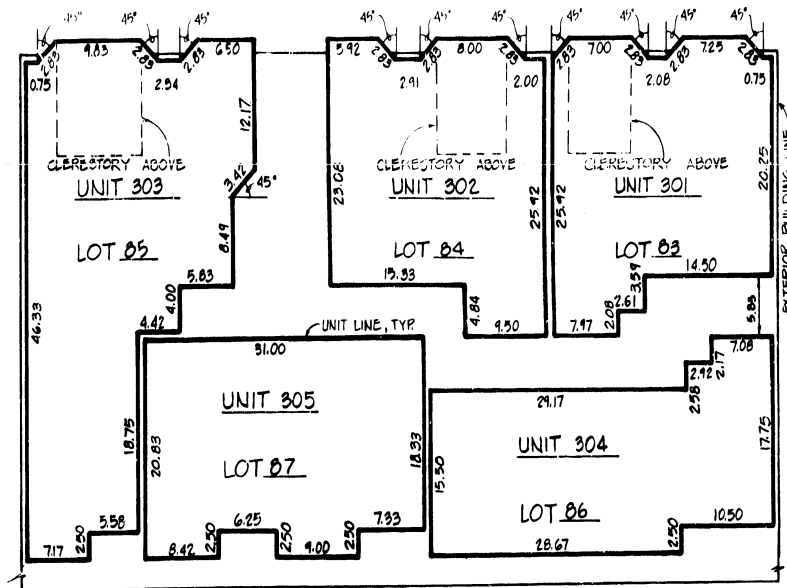
LEVEL THREE

FLR ELEV = 251  
CLG ELEV = 33.9

Wall thicknesses are 0.464 on  
Levels Three and Four.

UNIT NO.	LOT NO.	% OF OWNERSHIP
101	79	0.06
102	74	0.06
103	75	0.04
104	76	0.06
105	77	0.06
106	78	0.04
107	79	0.06
108	80	0.04
109	81	0.04
110	82	0.06
111	83	0.06
112	84	0.06
113	85	0.10
114	86	0.06
115	87	0.06

VANDEWATER STREET



LEVEL FOUR

FLR ELEV = 34.9  
CLG ELEV = 43.7

MAP

OF

33 VANDEWATER STREET

A CONDOMINIUM PROJECT

BEING A PORTION OF 50 VARA BLOCK NO. 149  
ALSO BEING A PORTION OF ASSESSOR'S BLOCK NO. 41  
SAN FRANCISCO CALIFORNIA

MARTIN M. RON ASSOCIATES  
LAND SURVEYORS  
604 MISSION STREET  
SAN FRANCISCO CALIFORNIA

JANUARY 1981



RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0222011788-HD  
APN: Lot 087; Block 0041

When Recorded Mail Document and Tax Statements to:

Ryan Maddux  
33 Vandewater Street #305  
San Francisco, CA 94133



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
**DOC- 2012-J337411-00**  
Acct 4-OLD REPUBLIC Title Company  
Friday, JAN 20, 2012 08:00:00  
Ttl Pd \$3,226.00 Rcpt # 0004320828  
**REEL K566 IMAGE 0202**  
ogi/FT/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

33 Vandewater St #205

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$3,196.00

(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,  
Stacy Hartmann, an unmarried woman

hereby GRANT(S) to

Ryan Maddux, a single man

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: January 13, 2012

  
Stacy Hartmann

State of California

County of San Francisco

On 13th day of January, 2012 before me, Diana Ou-Yang, a Notary Public, personally appeared Stacy Hartmann, 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



Diana Ou-Yang  
(typed or printed)



(Area reserved for official notarial seal)

Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**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:

A Condominium Comprised of:

**Parcel I:**

Condominium Unit No. 305, Lot No. 87, as shown upon the Condominium Map and diagrammatic floor plan entitled, "Map of 33 Vandewater Street, a Condominium Project, being a portion of 50 Vara Block No. 149, also being portion of Asesor's Block No. 41, San Francisco, California" which Map was filed for record in the Office of the Recorder of the City and County of San Francisco, State of California on May 21, 1981, in Book 17 of Condominium Maps, at Pages 79 to 82, inclusive (referred to herein as "the Map") and as further defined in the Declaration of Restrictions recorded on December 27, 2002 in Book 1292 of Official Records, Page 1253, under instrument no. 2002-H326030 (referred to herein as "the Declaration").

EXCEPTING THEREFROM any portion of the Common Area lying within said Unit.

EXCEPTING THEREFROM:

- (a) Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the Common Area and all other Units.
- (b) Easements, appurtenant to the Common Area for encroachment upon the air space of the Unit by those portions of the Common Area located within the Unit.

**Parcel II:**

An undivided 0.06% interest in and to the Common Area as shown and defined on the Map, excepting therefrom the following:

- (a) Exclusive easements, other than Parcel III, as designated on the Map and reserved to Units for use as designated in the Declaration; and
- (b) Nonexclusive easements appurtenant to all units for ingress and egress, support, repair and maintenance.

**Parcel III:**

- (a) The exclusive easement to use the Parking Area(s) designated as P-6, on the Map;
- (b) The exclusive easement to use the Deck Area designated as (NONE) on the Map;
- (c) The exclusive easement to use the Storage Area designated as S-4, on the Map.

**Parcel IV:**

A nonexclusive easement appurtenant to Parcel I above for support repair and maintenance, and for ingress and egress through the Common Area.

**Parcel V:**

Encroachment easements appurtenant to the Unit in accordance with the provisions of the Declaration.

Assessor's Lot 087; Block 0041

**RECORDING REQUESTED BY:**

Sarah M. King, Esq.

**WHEN RECORDED MAIL TO:**

Sarah M. King, Esq.

STEPHENSON KASPER & KING, LLP

235 Montgomery Street, Suite 1035

San Francisco, CA 94104



San Francisco Assessor-Recorder

Carmen Chu, Assessor-Recorder

**DOC- 2018-K626681-00**

Check Number 5041

Friday, JUN 15, 2018 13:10:59

Ttl Pd \$23.00 Rcpt # 0005820185

oar/AB/1-4

THIS PAGE IS FOR RECORDER'S USE ONLY

4 03

## GRANT DEED

DOCUMENT TITLE

The undersigned declares that the document to which this page is affixed and made a part of is exempt from the fee imposed by the Building Homes and Jobs Act - SB2 (Government Code §27388.1)

**Reason for exemption:**

- ☐ Not related to real property - GC 27388.1(a)(1)
- ☐ Recorded concurrently "in connection with" a transfer subject to the imposition of Documentary Transfer Tax - GC 27388.1(a)(2)
- ☒ Transfer of real property that is a residential dwelling to an owner-occupier or recorded concurrently "in connection with" a transfer of real property that is a residential dwelling to an owner occupier - GC 27388.1(a)(2)
- ☐ Maximum \$225.00 fee per transaction reached - GC 27388.1(a)(1)

Block 41

Lot 018

THIS PAGE IS ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
DECLARATION OF BUILDING HOMES AND JOBS ACT FEE EXEMPTION

ADDITIONAL RECORDING FEE APPLIES

Cover Page - SB2 Exemptions

**Recording Requested By  
And When Recorded Mail To**  
Sarah M. King, Esq.  
Stephenson Kasper & King, LLP  
235 Montgomery St., Suite 1035  
San Francisco, CA 94104

*A.P.N.: Lot 018, Block 41  
15 Vandewater Street*


## GRANT DEED

The undersigned grantor declares: Documentary transfer tax is NONE. NO CONSIDERATION.  
TRANSFER TO TRUST FOR THE BENEFIT OF GRANTORS. *Rev. & Tax. Code §11930.*

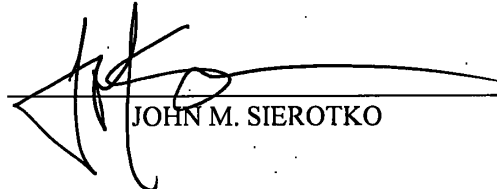
JANINE SHIOTA and JOHN M. SIEROTKO, wife and husband as joint tenants, hereby  
GRANT to JANINE SHIOTA and JOHN M. SIEROTKO, as Trustees of the Shiota-Sierotko  
Family Trust, dated June 14, 2018, the following described real property situated in the City of  
San Francisco, County of San Francisco, State of California, commonly known as 15 Vandewater  
Street, and more particularly described as follows:

*For legal description, see Exhibit A attached hereto and incorporated herein by  
reference.*

Dated: JUNE 14TH, 2018

  
\_\_\_\_\_  
JANINE SHIOTA

Dated: JUNE 14TH, 2018

  
\_\_\_\_\_  
JOHN M. SIEROTKO

***[Notary Acknowledgement appears on next page.]***

**Mail Tax Statements to:**  
Janine Shiota & John M. Sierotko  
15 Vandewater Street  
San Francisco, CA 94133

## ACKNOWLEDGMENT

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 June 14, 2018, before me, Tracy Tingle, Notary Public, personally appeared JANINE SHIOTA and JOHN M. SIEROTKO, 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                     



**Exhibit A**

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

BEGINNING at a point on the Southerly line of Vandewater Street, distant thereon 114 feet and 7 inches Westerly from the Westerly line of Powell Street, running thence Westerly along said line of Vandewater Street 22 feet and 11 inches; thence at a right angle Southerly 60 feet; thence at a right angle Easterly 22 feet and 11 inches; and thence at a right angle Northerly 60 feet to the point of beginning.

BEING a portion of 50 Vara Block No. 149.

APN: Lot 018, Block 41

OWNERS' CERTIFICATE: D206 366

"WE HEREBY CERTIFY THAT WE ARE ALL OF THE OWNERS OF AND HOLDERS OF SECURITY INTEREST OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE BLUE BORDERLINE; THAT SAID MAP CONSTITUTES AND CONSISTS OF A CERTIFIED MAP AND DIAGRAMMATIC FLOOR PLANS WITHIN THE MEANING OF PARAGRAPH 1351 (1) & (11) OF THE CIVIL CODE OF THE STATE OF CALIFORNIA; AND THAT WE HEREBY CONSENT TO THE MAKING AND RECORDING OF SAID MAP PURSUANT TO CHAPTER 1, TITLE 5, PART 4, DIVISION SECOND OF THE CIVIL CODE OF THE STATE OF CALIFORNIA."

IN WITNESS THEREOF, WE, THE UNDERSIGNED, HAVE CAUSED THIS CERTIFICATION TO BE EXECUTED.

OWNERS:

OTTMANN PROPERTIES, LTD. A CALIFORNIA CORPORATION

M. H. HELLWATER TITLE Vice President TITLE

## OWNER'S ACKNOWLEDGEMENT:

STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO SS  
ON THIS 2nd DAY OF FEBRUARY IN THE YEAR OF 1981, BEFORE ME FREDERICK W. MAKINNEY  
A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED  
H. E. HELLWATER AND M. H. HELLWATER KNOWN TO ME TO BE THE  
Vice President AND THE Vice President RESPECTIVELY OF

A CORPORATION, THAT EXECUTED THE WITHIN INSTRUMENT, AND ALSO KNOWN TO BE THE PERSONS WHO EXECUTED IT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS OWNER.

MY COMMISSION EXPIRES JUNE 5, 1981 SIGNED Fredrick W. Makinney  
NOTARY PUBLIC, STATE OF CALIFORNIA



## TAX STATEMENT:

I, GILBERT H. BOREMAN, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SUBDIVIDER HAS FILED A CERTIFICATE FROM THE CONTROLLER OF THE CITY AND COUNTY OF SAN FRANCISCO, SHOWING THAT ACCORDING TO THE RECORDS OF HIS OFFICE THERE ARE NO LIENS AGAINST THIS SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$1,450.00. I ALSO HEREBY CERTIFY THAT A BOND IN THE AMOUNT FIXED BY SAID BOARD AND BY ITS TERMS MADE TO INURE TO THE BENEFIT OF THE CITY AND COUNTY OF SAN FRANCISCO, CONDITIONED FOR PAYMENT OF THE ABOVE TAXES OR SPECIAL ASSESSMENT NOT YET PAYABLE, HAS BEEN FILED WITH AND APPROVED BY SAID BOARD.

DATED THIS 15th DAY OF May, 1981.

G. H. Boreman  
CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

## CLERK'S CERTIFICATE:

I, GILBERT H. BOREMAN, CLERK OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT SAID BOARD OF SUPERVISORS BY MOTION FILE NO. 64-6130 ADOPTED May 11 1981, APPROVED THIS MAP ENTITLED "MAP OF 444 FRANCISCO STREET" SAN FRANCISCO, CALIFORNIA, A CONDOMINIUM PROJECT." IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY HAND AND CAUSED THE SEAL OF THIS OFFICE TO BE AFFIXED.

G. H. Boreman  
CLERK OF THE BOARD OF SUPERVISORS  
CITY AND COUNTY OF SAN FRANCISCO  
STATE OF CALIFORNIA

## CERTIFICATE OF AGREEMENT:

I (WE), THE UNDERSIGNED, OWNER(S) OF THE REAL PROPERTY SHOWN ON THIS MAP, HEREBY CERTIFY THAT WE HAVE AGREED TO, AND WILL COMPLY WITH ALL CONDITIONS OF APPROVAL OF SAID MAP AS SPECIFIED IN THE RESOLUTIONS OF THE CITY PLANNING COMMISSION AND THE BOARD OF SUPERVISORS. I (WE) FURTHER CERTIFY THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND SUBDIVISION CODE OF THE CITY AND COUNTY OF SAN FRANCISCO GOVERNING APPROVAL OF THIS MAP WILL BE ADHERED TO.

M. H. HELLWATER  
(SIGNED) by M. H. Hellwater  
VICE - PRESIDENT

## APPROVED AS TO FORM:

GEORGE AGOST, CITY ATTORNEY  
BY James A. Agost  
DEPUTY CITY ATTORNEY  
CITY AND COUNTY OF SAN FRANCISCO

## APPROVALS:

THIS MAP IS APPROVED THIS 21 DAY OF May, 1981, BY ORDER NO. 17

Jeffrey Lee ATTEST: Richard Evans  
JEFFREY LEE RICHARD EVANS  
DIRECTOR OF PUBLIC WORKS AND ASSISTANT DIRECTOR OF PUBLIC WORKS  
ADVISORY AGENCY CITY AND COUNTY OF SAN FRANCISCO

## CITY ENGINEER'S CERTIFICATE:

I, FRANK H. MOSS, JR., CITY ENGINEER OF THE CITY AND COUNTY OF SAN FRANCISCO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS FINAL "MAP OF 444 FRANCISCO STREET" SAN FRANCISCO, CALIFORNIA, A CONDOMINIUM PROJECT", THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE "SUBDIVISION MAP ACT" AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATED THIS 15th DAY OF May, 1981.

Frank H. Moss, Jr.  
FRANK H. MOSS, JR., CITY ENGINEER  
CITY AND COUNTY OF SAN FRANCISCO

## SURVEYOR'S CERTIFICATE:

I DO HEREBY CERTIFY THAT DURING THE YEAR OF 1981, A SURVEY WAS MADE UNDER MY DIRECTION AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN ON THIS MAP.

I DO HEREBY CERTIFY THAT THE MONUMENTS AND BENCHMARKS ARE OF THE CHARACTER AND OCCUPY OR WILL OCCUPY THE POSITIONS INDICATED ON THE WITHIN MAP AND THAT THEY ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

WITNESS MY HAND AND SEAL THIS 20 DAY OF January, 1981.



James E. Shupert  
JAMES E. SHUPERT  
LICENSED LAND SURVEYOR NO. 3930

## RECORDER'S CERTIFICATE:

FILED ON THIS 21 DAY OF May, 1981, AT 3:44 P.M., IN BOOK 17  
OF CONDOMINIUM MAPS, AT PAGE 83-88, AT THE REQUEST OF M. H. Hellwater

SIGNED Richard Evans (deputy)  
COUNTY RECORDER  
CITY AND COUNTY OF SAN FRANCISCO

MAP  
OF

444 FRANCISCO STREET

## A CONDOMINIUM PROJECT

BEING A PORTION OF 50 VARA BLOCK NO. 149  
ALSO BEING A PORTION OF ASSESSOR'S BLOCK NO. 41  
SAN FRANCISCO CALIFORNIA

MARTIN M. RON ASSOCIATES  
LAND SURVEYORS  
604 MISSION STREET  
SAN FRANCISCO CALIFORNIA

RECORDED AS REQUIRED BY  
At 21 Min Past 3:44  
MAY 21 1981  
City & County of San Francisco, Calif.

RECORDED

0089383

JANUARY, 1981

SHEET 1 OF 4



1206 368

1206 367

BAY STREET (69.427' Wide)

ASSESSOR'S BLOCK 41

VANDEWATER STREET (35.00' Wide)

ASSESSOR'S BLOCK 41

45/57

4.4

18

84.917'

4.2

60.00'

3 Story Building  
over Garage

LOT 41

10

60.00'

84.917'

FRANCISCO STREET (68.25' Wide)

BOUNDARY SURVEY

Scale : 1" = 20'

POWELL STREET (67.90' Wide)

GENERAL NOTES

1. THE SUBDIVISION DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE CALIFORNIA CONDOMINIUM ACT, TITLE 6, PART 4, DIVISION SECOND OF THE CIVIL CODE.
2. "UNIT" MEANS A NUMBERED PARCEL SO DESIGNATED ON THIS MAP. EACH OF THE UNITS AS SEPARATELY SHOWN CONSISTS OF THE SPACE BOUNDED BY AND CONTAINED WITHIN THE INTERIOR UNFINISHED SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS, AND DOORS OF EACH UNIT.
3. "COMMON AREA" WITHIN THE SUBDIVISION SHALL MEAN AND REFER TO THOSE PORTIONS OF PROPERTY, TO WHICH TITLE IS HELD BY ALL OWNERS IN COMMON, AND EXCEPTING THE INDIVIDUAL CONDOMINIUM UNITS. THE COMMON AREA INCLUDES GARAGE AREA, BEARING WALLS, STAIRWAYS, (EXCEPT ANY WITHIN A UNIT), COLUMNS, GIRDERS, SUBFLOORS, UNFINISHED FLOORS, ROOFS, AND FOUNDATIONS, CENTRAL HEATING, CENTRAL AIR-CONDITIONING EQUIPMENT, RESERVOIRS, TANKS, PUMPS, MOTORS, DUCTS, FLUES AND CHIMNEYS, CONDUITS, PIPES, PLUMBING, WIRES, AND OTHER UTILITY INSTALLATIONS (EXCEPT THE OUTLETS THEREOF LOCATED WITHIN A UNIT), REQUIRED TO PROVIDE POWER, LIGHT, TELEPHONE, GAS, WATER, SEWERAGE, DRAINAGE, HEAT AND AIR-CONDITIONING, SPRINKLERS, SPRINKLER PIPES AND SPRINKLER HEADS WHICH PROTRUDE INTO THE AIR SPACE OF A CONDOMINIUM UNIT, CENTRAL TELEVISION ANTENNA, VACUUM CLEANER SYSTEM, IF ANY.
4. FOR PERCENTAGE OF OWNERSHIP OF THE COMMON AREA, SEE TABLE ON SHEET 4.
5. THE AREAS ENTITLED P-1 P-2 P-3, ETC., ARE PARKING AREAS. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS AN APPURTENANCE TO A UNIT.
6. THE AREAS ENTITLED S-1, S-2, S-3 ETC., ARE STORAGE AREAS. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS AN APPURTENANCE TO A UNIT.
7. THE AREAS ENTITLED D-103, D-104, D-105, ETC., ARE DECK AREAS. AN EASEMENT FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS AN APPURTENANCE TO THE CORRESPONDING NUMBERED UNIT.
8. ALL BUILDING WALLS ARE AT RIGHT ANGLES AND ARE 0.464' THICK UNLESS MARKED OTHERWISE.
9. ALL INTERIOR DIMENSIONS SHOWN AND ELEVATIONS NOTED ON SHEETS 3 AND 4 ARE INTENDED TO BE THE UNFINISHED INTERIOR SURFACES OF THE WALLS, FLOORS AND CEILINGS.
10. BASIS OF SURVEY IS THE MONUMENT MAP NO. 9 ON FILE IN THE OFFICE OF THE CITY ENGINEER.
11. ELEVATIONS SHOWN HEREON WERE OBTAINED FROM A GROUP OF BENCHMARKS LOCATED AT THE INTERSECTION OF BAY AND POWELL STREETS.
12. ELEVATIONS ARE BASED ON CITY DATUM.
13. UNIT ENCRoACHMENTS ON FRANCISCO STREET ARE ALLOWABLE UNDER SECTION 4504 AND 4504.1 OF THE BUILDING CODE.

84

MAP

444 FRANCISCO STREET

A CONDOMINIUM PROJECT

BEING A PORTION OF 50 VARA BLOCK NO. 149  
ALSO BEING A PORTION OF ASSESSOR'S BLOCK NO. 41  
SAN FRANCISCO CALIFORNIA

MARTIN M. RON ASSOCIATES  
LAND SURVEYORS  
604 MISSION STREET  
SAN FRANCISCO CALIFORNIA

JANUARY, 1991

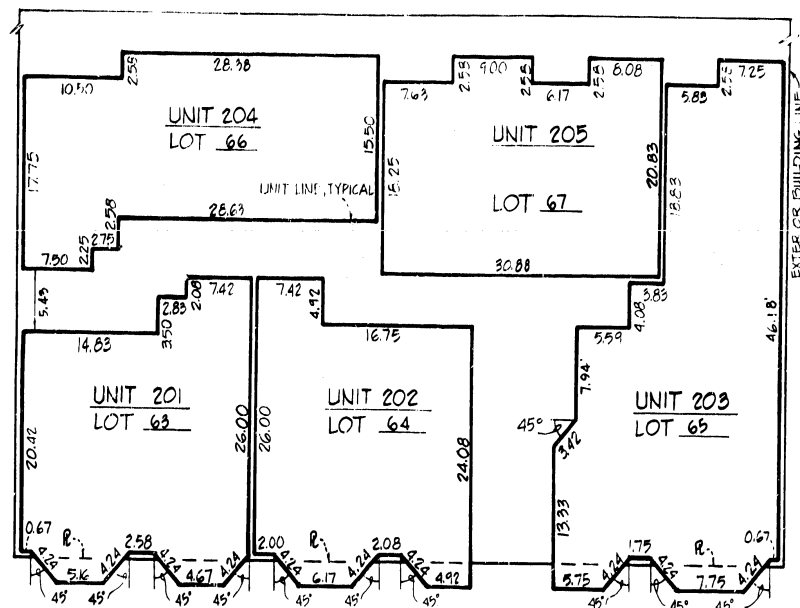
SHEET 2 OF 4

Description: San Francisco, CA Condominium Map 17.83 Page: 3 of 4  
Order: wp Comment:

0206-1372

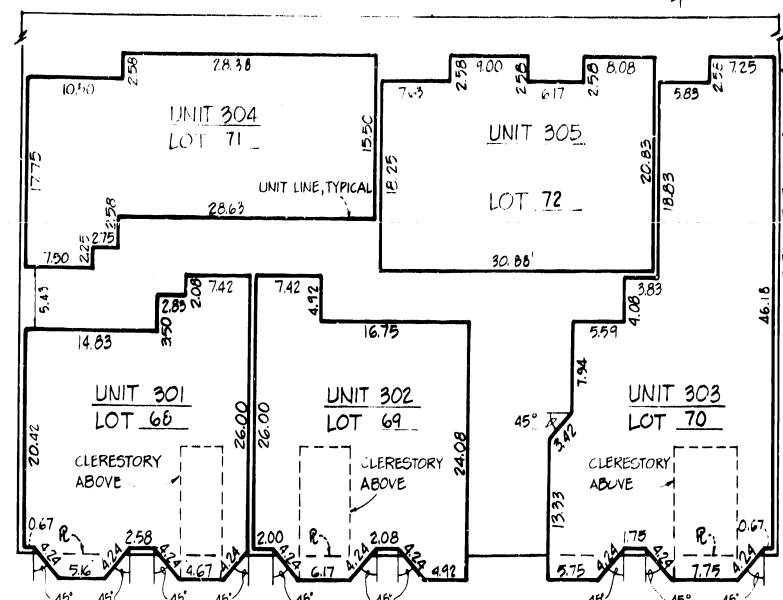
0206-1371

86



FLR ELEV = 25.9  
CLG ELEV = 33.6

LEVEL THREE  
FRANCISCO STREET



FLR ELEV = 34.6  
CLG ELEV = 42.7

LEVEL FOUR  
FRANCISCO STREET

Wall thicknesses are 0.464 on  
Levels three and four.

UNIT NO	LOT NO	% OF OWNERSHIP
101	98	6
102	99	6
103	60	9
104	61	6
105	62	6
201	63	6
202	64	6
203	65	9
204	66	6
205	67	6
301	68	6
302	69	6
303	70	10
304	71	6
305	72	6

MAP  
OF

444 FRANCISCO STREET

A CONDOMINIUM PROJECT

BEING A PORTION OF 50 VARA BLOCK NO. 149  
AND BEING A PORTION OF ASSESSOR'S BLOCK NO. 41  
SAN FRANCISCO, CALIFORNIA

MARTIN M. RON ASSOCIATES  
LAND SURVEYORS  
604 MISSION STREET  
SAN FRANCISCO, CALIFORNIA

JANUARY, 1981

SCALE: 1" = 4'

SHEET 4 OF 4

RECORDING REQUESTED BY:

Old Republic Title Company

Order No.: 0222011788-HD

APN: Lot 087; Block 0041

When Recorded Mail Document and Tax Statements to:

Ryan Maddux  
33 Vandewater Street #305  
San Francisco, CA 94133



San Francisco Assessor-Recorder

Phil Ting, Assessor-Recorder

DOC- 2012-J337411-00

Acct 4-OLD REPUBLIC Title Company

Friday, JAN 20, 2012 08:00:00

Ttl Pd \$3,226.00 Rcpt # 0004320828

REEL K566 IMAGE 0202  
ogi/FT/1-3

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

33 Vandewater St #205

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$3,196.00

(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,  
Stacy Hartmann, an unmarried woman

hereby GRANT(S) to

Ryan Maddux, a single man

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: January 13, 2012

Stacy Hartmann

State of California

County of San Francisco

On 13th day of January, 2012 before me, Diana Ou-Yang, a Notary Public, personally appeared Stacy Hartmann, 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

Diana Ou-Yang  
(typed or printed)



(Area reserved for official notarial seal)

Grant Deed

MAIL TAX STATEMENTS AS DIRECTED ABOVE

**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:

A Condominium Comprised of:

**Parcel I:**

Condominium Unit No. 305, Lot No. 87, as shown upon the Condominium Map and diagrammatic floor plan entitled, "Map of 33 Vandewater Street, a Condominium Project, being a portion of 50 Vara Block No. 149, also being portion of Asesor's Block No. 41, San Francisco, California" which Map was filed for record in the Office of the Recorder of the City and County of San Francisco, State of California on May 21, 1981, in Book 17 of Condominium Maps, at Pages 79 to 82, inclusive (referred to herein as "the Map") and as further defined in the Declaration of Restrictions recorded on December 27, 2002 in Book 1292 of Official Records, Page 1253, under instrument no. 2002-H326030 (referred to herein as "the Declaration").

EXCEPTING THEREFROM any portion of the Common Area lying within said Unit.

EXCEPTING THEREFROM:

- (a) Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the Common Area and all other Units.
- (b) Easements, appurtenant to the Common Area for encroachment upon the air space of the Unit by those portions of the Common Area located within the Unit.

**Parcel II:**

An undivided 0.06% interest in and to the Common Area as shown and defined on the Map, excepting therefrom the following:

- (a) Exclusive easements, other than Parcel III, as designated on the Map and reserved to Units for use as designated in the Declaration; and
- (b) Nonexclusive easements appurtenant to all units for ingress and egress, support, repair and maintenance.

**Parcel III:**

- (a) The exclusive easement to use the Parking Area(s) designated as P-6, on the Map;
- (b) The exclusive easement to use the Deck Area designated as (NONE) on the Map;
- (c) The exclusive easement to use the Storage Area designated as S-4, on the Map.

**Parcel IV:**

A nonexclusive easement appurtenant to Parcel I above for support repair and maintenance, and for ingress and egress through the Common Area.

**Parcel V:**

Encroachment easements appurtenant to the Unit in accordance with the provisions of the Declaration.

Assessor's Lot 087; Block 0041

**Form 1**

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

**Assessor's Parcel Number:** 0041/010**Property Address:**

424–426–428–430–432–434 Francisco Street, San Francisco, California 94133

**Item No. 6 – Building History**

No information known except for detailed on Report of Residential Record

**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	Sara Michelle Plummer, Brian Michael Barnard	424	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Two	Adam A. Smith	426	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Three	Vacant	428	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Four	Manoj Marathe, Zofia Beczek-Marathe	430	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Five	Sherlyn Chew	432	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Six	Angela Lionetti*	434	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO

\*Angela Lionetti is the daughter of Lena Q. and Larry D. Lionetti and is not on title

**Item No. 9 – Six year occupancy history** *Continued on Attachment to Form 1*

Apt. No.	Duration	Occupants (owners and/or tenants)	Rent (\$)	Reason for Termination
424	Jul 2016–Current	Sara Michelle Plummer, Brian Michael Barnard	Owner-occupied	N/A
424	Aug 2015–June 2016	Lena M. Lionetti	Owner-occupied	Sold unit
424	Feb 2012–Aug 2015	Lena M. Lionetti	\$0*	N/A
426	Feb 2012–Current	Adam A. Smith	Owner-occupied	N/A
428	Jul 2019–Current	Vacant	N/A	N/A
428	Oct 2015–Jun 2019	Rushi Bhonderi	\$5707.40	Relocated
428	Feb 2012–Sep 2015	Johnny Vu	Owner-occupied	Relocated [?]
430	Feb 2012–Current	Manoj Marathe, Zofia Beczek-Marathe	Owner-occupied	N/A

\*Lena M. Lionetti is the daughter of Lena Q. and Larry D. Lionetti; she lived in Unit 224 rent-free prior to taking title in August 2015

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

☒ YES ☐ NO If yes, provide details:

Ellis notice (Apr 13, 2004; Rent Board Case # L040470); Breach notice


(Aug 16, 2016); Illegal Use notices (Feb 17, 2016)

**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
424	3	1035	N/A	\$1,245,000
426	3	1121	N/A	\$1,345,000
428	3	1181	N/A	\$1,420,000
430	3	1181	N/A	\$1,420,000
432	3	1121	N/A	\$1,345,000
434	3	1035	N/A	\$1,245,000

**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

Sara Michelle Plummer

Printed Name

7-30-19  
Date
  
 Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19  
Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

Signature of Applicant

Johnny Vu

Printed Name

Date

Signature of Applicant

Manoj Marathe

Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

Date

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

Larry D. Lionetti

Printed Name

Date



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

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# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

Signature of Applicant

Sara Michelle Plummer

Printed Name

Date

Signature of Applicant

Brian Michael Barnard

Printed Name

Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

7/26/19

Signature of Applicant

Johnny Vu

Printed Name

Date

Signature of Applicant

Manoj Marathe

Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

Date

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

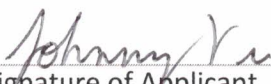
Larry D. Lionetti

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

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# # # # #

Signature of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
 Signature of Applicant	Johnny Vu Printed Name	8/8/19 Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

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

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Signature of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant <i>Manoj Marathe</i>	Manoj Marathe Printed Name	Date <i>July 27, 2019</i>
Signature of Applicant <i>Beczek-Marathe</i>	Zofia Beczek-Marathe Printed Name	Date <i>July 27, 2019</i>
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

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

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Signature of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
 Signature of Applicant	Sherlyn Chew Printed Name	7-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date



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

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_____ Signature of Applicant	Adam A. Smith _____ Printed Name	_____ Date
_____ Signature of Applicant	Johnny Vu _____ Printed Name	_____ Date
_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	7/31/19 Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	7/31/19 Date

## Attachment to Form 1

Item No. 9, cont'd

Apt. No.	Duration	Occupants	Rent	Reason for Termination
432	Feb 2012–Current	Sherlyn Chew	Owner-occupied	N/A
434	May 2016–Current	Angela Lionetti	\$0	N/A
434	Approx. Mar 2012–Apr 2016	Ashley Pantuliano, Marcello Pantuliano	\$4,000	Wanted bigger place

COUNTY OF SAN FRANCISCO  
OF BUILDING INSPECTION

PAYMENT RECEIPT

Permit

CA 94103-2414

Printed on: 07/12/2019 07:49:23 AM

The County and City of Francisco  
DBI

Permit

Phone:(415)558-6570

Fax:(415)558-6261

19

Reference Number: 2019192004-5  
Date/Time: 07/12/2019 7:47:26 AM

Receipt Number: BID12517

Permit or Reference Numb Payment  
2019192004-5-1

T - CC8410

Issued By: STRAN

Line Item

Application Number:

Permit or Reference Num BID12517

Comment: 424 434 FRANCISCO ST

Condo Conversion CC8410

Fee Desc: BID Condo Conversion

Amount: \$2,139.00

T

Total: \$2,139.00

CA 94133

1 ITEM TOTAL: \$2,139.00

TOTAL: \$2,139.00

ICL Check \$2,139.00

Total Received: \$2,139.00

Items indicated:

Safe Building!

	Payment Amount	Complaint#/ (if applicable)
on	\$2,139.00	

TOTAL

\$2,139.00

BY \_\_\_\_\_

CUSTOMER COPY

424 434 FRANCISCO ST - CC



**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**    *424 - 434 FRANCISCO ST*

**Block**    *0041*

**Lot**    *010*

**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:    *NO BEACH*

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):    *1906*

6. Original Occupancy or Use:    *FLATS/HOTEL*

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>
2898	2898	Aug 24, 1906	NEW CONSTRUCTION	N
3879	3879	Sep 26, 1906	NEW CONSTRUCTION	N
442299	398822	Apr 29, 1975	BRING BUILDING UP TO CODE AS REQUIRED BY DIVISION OF APARTMENT & HOTEL INSPECTION DATED 10/17/1974	X
453827	406143	Dec 12, 1975	COMPLY WITH DEPARTMENT OF PUBLIC WORKS - BUREAU OF BUILDING INSPECTION COMPLAINT #17380 - CFC 6FD	C
8501702	5314222	Jul 29, 1985	REPAIR REAR STAIRS	C
9301223	714274	Jan 26, 1993	FIRE DAMAGE REPAIR 3RD FLOOR IN THE BEDROOM	X
9514546	777652	Sep 07, 1995	REROOFING	X
9604225	789506	Mar 14, 1996	RENEW APPLICATION #9301223 FOR FINAL INSPECTION	X
200504281118	1054083	Apr 28, 2005	UNIT #426 - REMODEL KITCHEN & BATH SUBFLOOR; REPAIR & REPLACE WOOD FLOORS AS NECESSARY; KITCHEN REPLACE SINK, APPLIANCES, COUNTERTOPS AND CABINETS; BATH REPLACE SINK, TOILET, TUB	X
200507198008	1061395	Jul 19, 2005	UNIT #426 - REMOVE WALL BETWEEN EXISTING KITCHEN AND BEDROOM TO CREATE A NEW LIVING ROOM; COMPLY WITH NOTICE OF VIOLATION DATED 06/13/2005 IN REFERENCE TO BUILDING APPLICATION #200504281118; NEW BEDROOM, LIVING ROOM AND NEW FOUNDATION FOOTING IN THE BASEMENT	X
200806255362	1158704	Jun 25, 2008	UNIT #426 - RENEW APPLICATION #200504281118 TO CONTINUE WORK	X
201102281088	1232402	Feb 28, 2011	RESPONSE TO OUTSTANDING VIOLATION #200560689. CLEAN UP DEBRIS IN THE BUILDING AND REMOVE FIXTURES. EXPLORATORY OF EXISTING STRUCTURE CONDITION FOR AFTER PROJECTS. NO PHYSICAL	C



## Page 2

**Lot 010**

<u>Application #</u>	<u>Permit #</u>	<u>Issue Date</u>	<u>Type of Work Done</u>	<u>Status</u>
			CONSTRUCTION IN THIS PERMIT. BUILDING IS VACANT AND WILL REMAIN VACANT UNTIL FUTURE T.I.	
201103152132	1233609	Mar 16, 2011	RESPOND TO NOTICE OF VIOLATION #201106682. REPAIR REAR STAIRS (REPLACE LUMBER IN-KIND LESS THAN 50%) INFILL LIGHTWELL TO CREATE VOID AREA FOR FUTURE IMPROVEMENT. REMOVE LATH AND PLASTER TO EXPOSE STUDS (WALLS) FOR STRUCTURE STUDIES (LESS THAN 30%) AREA TO BE DETERMINE BY FIELD ENGINEER.	C
201104013300	1235076	Apr 06, 2011	RESPONSE TO NOTICE OF VIOLATION #201106041 - INTERIOR REMODEL OF EACH OF THE SIX UNITS, CONVERT EXISTING BEDROOM AND BATHROOM INTO MASTER BEDROOM. RELOCATE EXISTING KITCHEN TO EXISTING FAMILY ROOM AND CONVERT EXISTING KITCHEN TO A DEN AND A FULL BATHROOM, REMOVE EXISTING WOOD BURNING FIREPLACE, REPLACE REAR AND SIDE WINDOWS IN KIND	C
201104274871	1236588	Apr 27, 2011	REVISION TO APPLICATION #201104013300 TO REPLACE WINDOWS IN THE REAR ELEVATION TO ONE HOUR RATED WALL. OTHER DETAILS REFER TO APPLICATION #201104013300	C
201709188836	1438328	Sep 18, 2017	COMPLY WITH MANDATORY SEISMIC RETROFIT PROGRAM - CFC 6FD	C

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

**Patty Herrera, Manager  
Records Management Division**

**Address of Building**    *424 - 434 FRANCISCO ST*

**Block**   *0041*

**Lot**   *010*

**Other Addresses**

**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: 0041/010Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I, Sara Michelle Plummer, certify under penalty of perjury that the following statement is true:  
*print name*

I have resided continuously at 424 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
*address, including unit number* *assessor's block/lot*

in the City and County of San Francisco as my primary residence since July 8, 2016.  
*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

Sara Michelle Plummer  
 Printed Name

July 30, 2019  
 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.

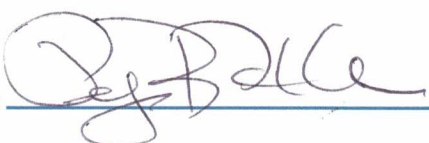
State of California  
 County of San Francisco

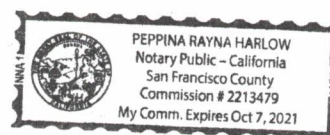
On July 30, 2019 before me, Peppina Rayna Harlow, Notary Public, personally appeared

SARA Michelle Plummer, 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: 0041/010Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I, Brian Michael Barnard, certify under penalty of perjury that the following statement is true:  
print name

I have resided continuously at 424 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since July 8, 2016.  
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

Brian Michael Barnard  
 Printed Name

7/31/19  
 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

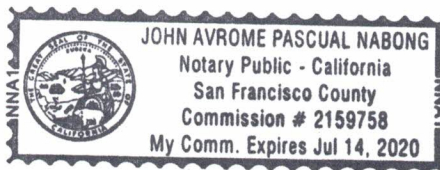
On JULY 31ST 2019 before me, JOHN AVROME PASCUAL NABONG, Notary Public, personally appeared

BRIAN MICHAEL BARNARD, 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: 0041/010

Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I, Adam A. Smith, certify under penalty of perjury that the following statement is true:  
print name

I have resided continuously at 426 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since February 17, 2012.  
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

Adam A. Smith

Printed Name

7/26/19

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 July 26, 2019 before me, Trish Casey, Notary Public, personally appeared

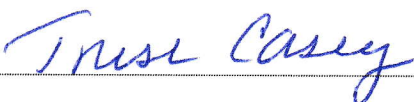
Adam A Smith

Adam A Smith, 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.

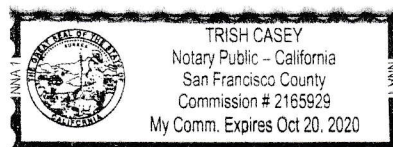
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)





## Form 11

## Affidavit for Ownership/Occupancy

Assessor's Parcel Number: 0041/010

Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

I have resided continuously at 430 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since February 17, 2012.  
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.

Manoj Marathe

Signature of Applicant

Manoj Marathe

Printed Name

July 27, 2019

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 July 27, 2019 before me, James He, Notary Public, personally appeared

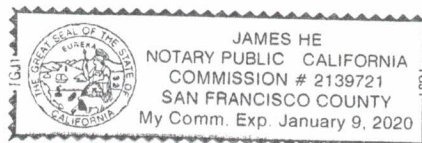
Manoj Marathe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument 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: 0041/010Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I, Zofia Beczek-Marathe, certify under penalty of perjury that the following statement is true:  
print name

I have resided continuously at 430 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since February 17, 2012.  
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.

Bek - Marathe

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

July 27, 2019  
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.

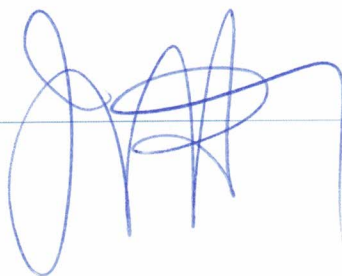
State of CaliforniaCounty of San FranciscoOn July 27, 2019 before me, James He, Notary Public, personally appeared

Zofia Beczek-Marathe, 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.

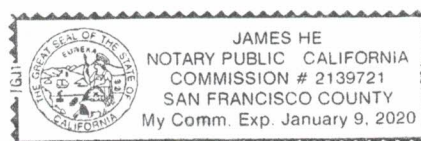
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(seal)



**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
424	3	1035	N/A	\$1,245,000
426	3	1121	N/A	\$1,345,000
428	3	1181	N/A	\$1,420,000
430	3	1181	N/A	\$1,420,000
432	3	1121	N/A	\$1,345,000
434	3	1035	N/A	\$1,245,000

**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	Sara Michelle Plummer _____ Printed Name	_____ Date
_____ Signature of Applicant	Brian Michael Barnard _____ Printed Name	_____ Date
_____ Signature of Applicant	Adam A. Smith _____ Printed Name	_____ Date
_____ Signature of Applicant	Johnny Vu _____ Printed Name	_____ Date
_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
 Signature of Applicant	Sherlyn Chew _____ Printed Name	7-26-19 Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date





**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)

Sara Michelle Plummer  
Brian Michael Barnard  
424 Francisco Street  
San Francisco, California 94133

**FOR ASSESSOR'S USE ONLY**

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

**RECEIVED**

**JUL 29 2019**

**SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER**

**PROPERTY DESCRIPTION**

Parcel No. 0041/010  
Address of dwelling 424 Francisco Street  
San Francisco, California 94133

Print your social security number and name here

SSN

NAME: Sara Michelle Plummer

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

SSN:

NAME: Brian Michael Barnard

**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? July 8, 2016  
(month/day/year)

2. Date you occupied this property as your principal residence (see instructions): July 8, 2016  
(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 <u>7/22/19</u>
SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT 	DATE <u>7/22/19</u>
EMAIL ADDRESS <u>bbarnard338@gmail.com</u>	DAYTIME TELEPHONE NUMBER <u>(408)-981-7080</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)

Adam A. Smith  
426 Francisco Street  
San Francisco, California 94133

#### FOR ASSESSOR'S USE ONLY

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

RECEIVED

JUL 29 2019

SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER

#### PROPERTY DESCRIPTION

Parcel No. 0041/010  
Address of dwelling 426 Francisco Street  
San Francisco, California 94133

Print your social security number and name here

SSI

NAME: Adam A. Smith

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

SSN:

NAME: TRACY CASEM-SMITH

### 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? February 17, 2012  
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): February 17, 2012  
(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

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

EMAIL ADDRESS

SAILING@SMITTY@GMAIL.COM

DATE

07/21/2019

DATE

7/21/2019

DAYTIME TELEPHONE NUMBER

(408) 761-0648

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)

Manoj Marathe  
430 Francisco Street  
San Francisco, California 94133

#### FOR ASSESSOR'S USE ONLY

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

RECEIVED  
JUL 29 2019  
SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER

#### PROPERTY DESCRIPTION

Parcel No. 0041/010  
Address of dwelling 430 Francisco Street  
San Francisco, California 94133

Print your social security number and name here

SSN:

NAME: Manoj Marathe

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

SSN:

NAME: ZOFIA BECZEK MARATHE

### 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? February 17, 2012  
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): February 17, 2012  
(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>Manoj Marathe</u>	DATE <u>July 22, 2019</u>
SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT ▶ <u>Zofia Beczek Marathe</u>	DATE <u>July 22, 2019</u>
EMAIL ADDRESS <u>ARAKIS06@HOTMAIL.COM</u>	DAYTIME TELEPHONE NUMBER <u>(415) 350 2237</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)

Sherlyn Chew  
432 Francisco Street  
San Francisco, California 94133

**FOR ASSESSOR'S USE ONLY**

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

**RECEIVED**

**JUL 29 2019**

**SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER**

**PROPERTY DESCRIPTION**

Parcel No. 0041/010  
Address of dwelling 432 Francisco Street  
San Francisco, California 94133

Print your social security number and name here

SSN: \_\_\_\_\_ NAME: Sherlyn Chew

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? February 17, 2012  
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): February 17, 2012  
(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: 172 Amber Dr. San Francisco 94131 2-16-12  
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

Sherlyn Chew

DATE 7-21-19

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

DATE

EMAIL ADDRESS 1sherlynchew@gmail.com

DAYTIME TELEPHONE NUMBER (415) 606-9704

**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, Sara Michelle Plummer and Brian Michael Barnard as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 424 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 \$ \$1,245,000.

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.

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



Signature of Applicant

Sara Michelle Plummer

Printed Name

7.30.19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

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).

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**TENANT INTENT TO PURCHASE**

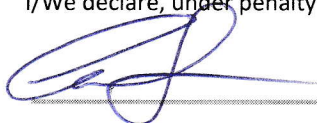
I/We, Adam A. Smith as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 426 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 \$ \$1,345,000.

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.

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



Signature of Applicant

Adam A. Smith

Printed Name

7/26/19

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 become a matter of public record and the subdivider shall be required to comply with his or her representations as conditions of approval.

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**TENANT INTENT TO PURCHASE**

I/We, Johnny Vu as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 428 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 \$ \$1,420,000.

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.

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

  
Signature of Applicant

Johnny Vu

Printed Name

8/8/19  
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).

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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, Manoj Marathe and Zofia Beczek-Marathe as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 430 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 \$ \$1,420,000

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.

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

Manoj Marathe  
Signature of Applicant

Manoj Marathe  
Printed Name

July 27, 2019  
Date

Beczek Marathe  
Signature of Applicant

Zofia Beczek-Marathe  
Printed Name

July 27, 2019  
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).

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#### TENANT INTENT TO PURCHASE

I/We, Sherlyn Chew as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 432 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 \$ \$1,345,000.

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.

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

  
Signature of Applicant

Sherlyn Chew  
Printed Name

7-26-19  
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).

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**TENANT INTENT TO PURCHASE**

I/We, Lena Q. Lionetti and Larry D. Lionetti as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 434 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 \$ \$1,245,000.

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.

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

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Signature of Applicant

Lena Q. Lionetti

**Printed Name**

7/31/19  
**Date**

Larry D. Lionetti

**Printed Name**

7/31/19  
**Date**



**Form 3****Acknowledgment of Fees****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

Sara Michelle Plummer

Printed Name

7.30.19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

Date

Adam A. Smith

Printed Name

Date

Johnny Vu

Printed Name

Date

Manoj Marathe

Printed Name

Date

Zofia Beczek-Marathe

Printed Name

Date

Sherlyn Chew

Printed Name

Date

Lena Q. Lionetti

Printed Name

Date

Larry D. Lionetti

Printed Name

Date

**Form 3**

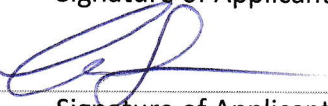
## Acknowledgment of Fees

Assessor's Parcel Number: 0041/010Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

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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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
 Signature of Applicant	Adam A. Smith Printed Name	7/26/19 Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti 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).

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**TENANT INTENT TO PURCHASE**

I/We, Johnny Vu \_\_\_\_\_ as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 428 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 \$ \$1,420,000.

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.

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

  
\_\_\_\_\_  
Signature of Applicant

Johnny Vu  
\_\_\_\_\_  
Printed Name

8/8/19  
\_\_\_\_\_  
Date

**Form 3****Acknowledgment of Fees****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant <i>Manoj Marathe</i>	Manoj Marathe Printed Name	July 27, 2019 Date
Signature of Applicant <i>Beczek-Marathe</i>	Zofia Beczek-Marathe Printed Name	July 27, 2019 Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date



**Form 3****Acknowledgment of Fees****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

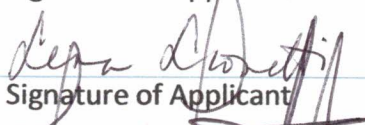
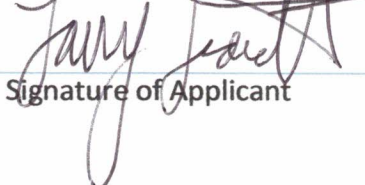
1. I understand that the Subdivision and Mapping application fees are due at the time of application submittal
2. I understand that the Expedited Conversion Program fee will be in **addition** to the current Subdivision and Mapping application fees
3. Within three (3) days after deeming my application 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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
 Signature of Applicant	Sherlyn Chew Printed Name	7-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

**Form 3****Acknowledgment of Fees****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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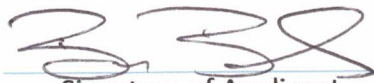
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3. Within three (3) days after deeming my application submittable, San Francisco Public Works will notify me regarding the fees due under the Expedited Conversion Program. All fees are due and payable at that time.

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Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant 	Lena Q. Lionetti Printed Name	7/31/19 Date
Signature of Applicant 	Larry D. Lionetti Printed Name	7/31/19 Date




**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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.

	Sara Michelle Plummer	7.30.19
Signature of Applicant	Printed Name	Date
	Brian Michael Barnard	7/30/19
Signature of Applicant	Printed Name	Date
Signature of Applicant	Adam A. Smith	Date
Signature of Applicant	Printed Name	Date
Signature of Applicant	Johnny Vu	Date
Signature of Applicant	Printed Name	Date
Signature of Applicant	Manoj Marathe	Date
Signature of Applicant	Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe	Date
Signature of Applicant	Printed Name	Date
Signature of Applicant	Sherlyn Chew	Date
Signature of Applicant	Printed Name	Date
Signature of Applicant	Lena Q. Lionetti	Date
Signature of Applicant	Printed Name	Date
Signature of Applicant	Larry D. Lionetti	Date
Signature of Applicant	Printed Name	Date

**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer _____ Printed Name	_____ Date
_____ Signature of Applicant	Brian Michael Barnard _____ Printed Name	_____ Date
 _____ Signature of Applicant	Adam A. Smith _____ Printed Name	<u>7/26/19</u> _____ Date
_____ Signature of Applicant	Johnny Vu _____ Printed Name	_____ Date
_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date

**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer _____ Printed Name	_____ Date
_____ Signature of Applicant	Brian Michael Barnard _____ Printed Name	_____ Date
_____ Signature of Applicant	Adam A. Smith _____ Printed Name	_____ Date
 _____ Signature of Applicant	Johnny Vu _____ Printed Name	8/8/19 _____ Date
_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date


**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant <i>Manoj Marathe</i>	Manoj Marathe Printed Name	<i>July 27, 2019</i> Date
Signature of Applicant <i>Beczek - Marathe</i>	Zofia Beczek-Marathe Printed Name	<i>July 27, 2019</i> Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
 Signature of Applicant	Sherlyn Chew Printed Name	7-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date



**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Printed Name	
Signature of Applicant	Adam A. Smith	Date
	Printed Name	
Signature of Applicant	Johnny Vu	Date
	Printed Name	
Signature of Applicant	Manoj Marathe	Date
	Printed Name	
Signature of Applicant	Zofia Beczek-Marathe	Date
	Printed Name	
Signature of Applicant	Sherlyn Chew	Date
	Printed Name	
Signature of Applicant	Lena Q. Lionetti	7/31/19
	Printed Name	Date
Signature of Applicant	Larry D. Lionetti	7/31/19
	Printed Name	Date



300' Radius Map  
424-434 Francisco St



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300' Radius Map  
424-434 Francisco St, SF  
Owners and Subject Property Tenants

Type	APN	Name	Address	City	State	ZIP
Owner	010, -011, -012, -013, -014,	NORTHPOINT INVESTORS	235 KANSAS ST STE 200	SAN FRANCISCO	CA	94103-5162
Owner	029, -030, -031, -032, -033,	NORTHPOINT LAND LLC	235 KANSAS ST STE 200	SAN FRANCISCO	CA	94103-5162
Owner	049, -050, -051, -052, -053,	NORTHPOINT LAND LLC	235 KANSAS ST STE 200	SAN FRANCISCO	CA	94103-5162
Owner	-070, 071, -072, -073, 074,	NORTHPOINT LAND LLC	235 KANSAS ST STE 200	SAN FRANCISCO	CA	94103-5162
Owner	0040 -012	YEE ROBERT	360 FRANCISCO ST	SAN FRANCISCO	CA	94133-1910
Owner	0040 -014	YU LINDA COON LING	175 SOMERSET ST	SAN FRANCISCO	CA	94134-1443
Owner	0040 -017	GOODWILL INDUSTRIES OF SAN	1500 MISSION ST	SAN FRANCISCO	CA	94103-2513
Owner	0040 -018	BAY STREET LP	1515 VALLEJO ST	SAN FRANCISCO	CA	94109-2508
Owner	0040 -030	HIRSCH EPHRAIM G	370 FRANCISCO ST	SAN FRANCISCO	CA	94133-1910
Owner	0040 -031	FILIPPI DIANA	370 FRANCISCO ST	SAN FRANCISCO	CA	94133-1910
Owner	0040 -032	KRAM RONA	372 FRANCISCO ST	SAN FRANCISCO	CA	94133-1910
Owner	0040 -033, 034	UNITED STATES POSTAL SERVICE	850 CHERRY AVE	SAN BRUNO	CA	94066-3031
Owner	0041 -002	LEE BILL	631 GRANT AVE	SAN FRANCISCO	CA	94108-2401
Owner	0041 -004	GRINSELL GALE LEA	1248 NORIEGA ST	SAN FRANCISCO	CA	94122-4408
Owner	0041 -005	LEFEVER PATRICIA	1065 SUMMIT LAKE DR	ANGWIN	CA	94508-9766
Owner	0041 -006	GIUSTI PAOLO	2201 POWELL ST	SAN FRANCISCO	CA	94133-1912
Owner	0041 -008	GAVELLO CHILDRENS TR	551 PACIFIC AVE	SAN FRANCISCO	CA	94133-4609
Owner	0041 -010	BARNARD BRIAN MICHAEL	424 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904
Owner	0041 -012	DANIELSON ROBERT D	131 27TH AVE	SAN FRANCISCO	CA	94121-1033
Owner	0041 -013, -014	KAMBISOS BARBARA	484 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904
Owner	0041 -015	LEONG ELSA C	224 AMBER DR	SAN FRANCISCO	CA	94131-1628
Owner	0041 -017	GOFORTH STUART G	PO BOX 340	MILL VALLEY	CA	94942-0340
Owner	0041 -018	SHIOTA JANINE	15 VANDEWATER ST	SAN FRANCISCO	CA	94133-1905
Owner	0041 -031	NGO ANH NGOC	115 NURSERY WAY	SOUTH SAN FRANCISCO	CA	94080-3291
Owner	0041 -035	MANAGEMENT TRINITY	1145 MARKET ST # 1200	SAN FRANCISCO	CA	94103-1546
Owner	0041 -037	ANAND RAVI	2300 MASON ST	SAN FRANCISCO	CA	94133-1843
Owner	0041 -038	UNITED EDUCATORS OF	2310 MASON ST # 4TH	SAN FRANCISCO	CA	94133-1800
Owner	0041 -039	MIRACLE HAPPENS CA LLC	PO BOX 590888	SAN FRANCISCO	CA	94159-0888
Owner	0041 -040	LANGTON STREET ASSOCS LLC	199 FREMONT ST	SAN FRANCISCO	CA	94105-2245
Owner	0041 -045	SEABROOK ELIZABETH SARAH	10 PARKER AVE APT 2	SAN FRANCISCO	CA	94118-2638
Owner	0041 -046	55 VANDEWATER TRUST #2	55 VANDEWATER ST APT 2	SAN FRANCISCO	CA	94133-1971
Owner	0041 -047	GONZALEZ MELINDA	55 VANDEWATER ST APT 3	SAN FRANCISCO	CA	94133-1971
Owner	0041 -048	KOZUKI TODD	55 VANDEWATER ST APT 4	SAN FRANCISCO	CA	94133-1971
Owner	0041 -050	OWNER/	105 HANOVER ST	SAN FRANCISCO	CA	94112-4319
Owner	0041 -051	BOLTON DEBORAH A	55 VANDEWATER ST APT 7	SAN FRANCISCO	CA	94133-1971
Owner	0041 -052	LEPERA JOSEPH	55 VANDEWATER ST APT 8	SAN FRANCISCO	CA	94133-1950
Owner	0041 -053	DAI BENJAMIN H	6420 DYKES WAY	DALLAS	TX	75230-1816
Owner	0041 -054	LORUSSO SUZANNE	55 VANDEWATER ST APT 10	SAN FRANCISCO	CA	94133-1950



300' Radius Map  
424-434 Francisco St, SF  
Owners and Subject Property Tenants

Type	APN	Name	Address	City	State	ZIP
Owner	0041 -055	BROWN JOEL MORGAN	55 VANDEWATER ST APT 11	SAN FRANCISCO	CA	94133-1950
Owner	0041 -056	HO ANITA K	55 VANDEWATER ST APT 12	SAN FRANCISCO	CA	94133-1950
Owner	0041 -057	DIVATIA HOLDINGS LLC	27101 BYRNE PARK LN	LOS ALTOS HILLS	CA	94022-4370
Owner	0041 -058	NEIRA ALFREDO E	2247 BAY ST	SAN FRANCISCO	CA	94123-1821
Owner	0041 -059	DAVE FAMILY TRUST	7833 HONORS CT	PLEASANTON	CA	94588-3108
Owner	0041 -060	BALES PETER H	444 FRANCISCO ST APT 103	SAN FRANCISCO	CA	94133-1959
Owner	0041 -061	OSMAN TAMER	341 CASTLE CREST RD	ALAMO	CA	94507-2677
Owner	0041 -062	LU KURT	444 FRANCISCO ST APT 105	SAN FRANCISCO	CA	94133-1982
Owner	0041 -063	PU ZHE	155 N EL CAMINO REAL APT 16	SAN MATEO	CA	94401-2723
Owner	0041 -064	CARROLL CYNTHIA M	444 FRANCISCO ST APT 202	SAN FRANCISCO	CA	94133-1982
Owner	0041 -065	IMAM MOHAMMED	444 FRANCISCO ST APT 203	SAN FRANCISCO	CA	94133-1960
Owner	0041 -066	HOEY MATTHEW J	444 FRANCISCO ST APT 204	SAN FRANCISCO	CA	94133-1960
Owner	0041 -067	JINDAL ANUPAM	444 FRANCISCO ST APT 205	SAN FRANCISCO	CA	94133-1960
Owner	0041 -068	HARPHAM MARY F	4710 BAY ST NE APT 202	SAINT PETERSBURG	FL	33703-4099
Owner	0041 -069	KOGAN JOSEPHINA	444 FRANCISCO ST APT 302	SAN FRANCISCO	CA	94133-1961
Owner	0041 -070	BUCIAK DAVID J	15150 EL CAMINO SENDA	SARATOGA	CA	95070-6208
Owner	0041 -071	TAN CATHERINE K	455 21ST AVE APT 3	SAN FRANCISCO	CA	94121-3059
Owner	0041 -072	MACK PROPERTIES LLC	PO BOX 6330	JACKSON	WY	83002-6330
Owner	0041 -073	HO PENELOPE	33 VANDEWATER ST	SAN FRANCISCO	CA	94133-1967
Owner	0041 -074	PRIOETTI ALEXANDRA	4210 THOM LK	SANTA ROSA	CA	95403
Owner	0041 -075	HERRICK ROBERT C	10270 SLATE RIM RD	SONORA	CA	95370-8063
Owner	0041 -076	AULICK LINDSAY	33 VANDEWATER ST APT 104	SAN FRANCISCO	CA	94133-1969
Owner	0041 -077	VALDRY EVAN W	33 VANDEWATER ST APT 105	SAN FRANCISCO	CA	94133-1969
Owner	0041 -078	BLOM MATTHEW	33 VANDEWATER ST	SAN FRANCISCO	CA	94133-1967
Owner	0041 -079	SEGALAS CHARLES A	1137 VALLECITO CT	LAFAYETTE	CA	94549-2831
Owner	0041 -080	JOW YUNG LI LILY	PO BOX 676113	RANCHO SANTA FE	CA	92067-6113
Owner	0041 -081	JONES DANIEL O	33 VANDEWATER ST APT 204	SAN FRANCISCO	CA	94133-1959
Owner	0041 -082	GUPTA RAJ K	33 VANDEWATER ST APT 205	SAN FRANCISCO	CA	94133-1959
Owner	0041 -083	MIRCHANDANI VINOD	1116 BELLINGHAM SQ	SAN RAMON	CA	94582-5281
Owner	0041 -084	SAMSAMI NAHID	582 ALABAMA ST	SAN FRANCISCO	CA	94110-1301
Owner	0041 -085	HALL JOHN	220 SAN VICENTE BLVD APT 613	SANTA MONICA	CA	90402-1549
Owner	0041 -086	CHEDIAK LYNSEY ELIZABETH	33 VANDEWATER ST APT 304	SAN FRANCISCO	CA	94133-1970
Owner	0041 -087	MATHUR SOMYA K	33 VANDEWATER ST APT 305	SAN FRANCISCO	CA	94133-1970
Owner	0041 -088	COPELAND ROBERT C	25 EDMONTON CIR	WALNUT CREEK	CA	94596-6303
Owner	0041 -089	RABIER DANIEL M	259 SEBASTIAN DR	MILLBRAE	CA	94030-2958
Owner	0041 -090	ROJO AIDA	460 FRANCISCO ST APT 103	SAN FRANCISCO	CA	94133-1963
Owner	0041 -091	GHNAIM WALEED M	236 W PORTAL AVE # 518	SAN FRANCISCO	CA	94127-1423
Owner	0041 -092	LEE JUNE	170 BERNARD ST	SAN FRANCISCO	CA	94109-2710
Owner	0041 -093	ROSE WILLIAM C	460 FRANCISCO ST APT 202	SAN FRANCISCO	CA	94133-1963

300' Radius Map  
424-434 Francisco St, SF  
Owners and Subject Property Tenants

Type	APN	Name	Address	City	State	ZIP
Owner	0041 -094	YEE MARGARET	837 AYLESBURY DR	ALLEN	TX	75002-5743
Owner	0041 -095	GUMINA RUSSELL J	1715 STOCKTON ST	SAN FRANCISCO	CA	94133-2914
Owner	0041 -096	CHAVEZ SANCHEZ EDWIN	460 FRANCISCO ST APT 301	SAN FRANCISCO	CA	94133-1965
Owner	0041 -097	TONG ANA SOPHIA	2534 CERRO VISTA LN	ALAMO	CA	94507-1070
Owner	0041 -098	CHAN CELENA	460 FRANCISCO ST APT 303	SAN FRANCISCO	CA	94133-1965
Owner	0041 -099	VINCENT TOM	460 FRANCISCO ST APT 304	SAN FRANCISCO	CA	94133-1965
Owner	0041 -100	JOHNSON KELLI J	26 VANDEWATER ST	SAN FRANCISCO	CA	94133-1946
Owner	0041 -101	JACOBS THOMAS JOSEPH	28 VANDEWATER ST	SAN FRANCISCO	CA	94133-1946
Owner	0041 -102	ETEMAD CYRUS G	237 ROUND HILL RD	BELVEDERE TIBURON	CA	94920-1519
Owner	0041 -103	VANDEWATER APARTMENTS LLC	273 JEFFERSON ST	SAN FRANCISCO	CA	94133-1105
Owner	0041 -104,-105	BUENVIAJE ROMULO D	23275 EASTBROOK CT	LOS ALTOS	CA	94024-6606
Owner	0041 -106	LOTT MATT	329 BAY ST # 101	SAN FRANCISCO	CA	94133-6402
Owner	0041 -107	SMITH RICHARD A	329 BAY ST APT 102	SAN FRANCISCO	CA	94133-6403
Owner	0041 -108	JACK S & YEE MAN PONG REVOC TR	1651 SHORE PL UNIT 6	SANTA CLARA	CA	95054-4021
Owner	0041 -109	TSE WINNA LING	329 BAY ST APT 203	SAN FRANCISCO	CA	94133-6403
Owner	0041 -110	GILLETTE JESSE	329 BAY ST APT 204	SAN FRANCISCO	CA	94133-6403
Owner	0041 -111	HOPMAN PATRICIA LINDY S	936 PEGGY LN	MENLO PARK	CA	94025-1720
Owner	0041 -112	KAPUR SHRAVAN	108 EMORY CMN	FREMONT	CA	94539-4796
Owner	0041 -113	LOUIE JENNIFER S	329 BAY ST APT 207	SAN FRANCISCO	CA	94133-6403
Owner	0041 -114	LUO MARC	329 BAY ST APT 301	SAN FRANCISCO	CA	94133-6404
Owner	0041 -115	GUTIERREZ VERONICA M	329 BAY ST APT 302	SAN FRANCISCO	CA	94133-6404
Owner	0041 -116	CHENG CHUAN	329 BAY ST APT 303	SAN FRANCISCO	CA	94133-6404
Owner	0041 -117	JINARAJ ILIJI	329 BAY ST APT 304	SAN FRANCISCO	CA	94133-6404
Owner	0041 -118	CHU LAWRENCE	86 3RD ST UNIT 103	LOS ALTOS	CA	94022-2843
Owner	0041 -119	MA THANDAR YIN	1150 SACRAMENTO ST APT 701	SAN FRANCISCO	CA	94108-1956
Owner	0041 -120	LENZO DOUGLAS T	329 BAY ST APT 307	SAN FRANCISCO	CA	94133-6404
Owner	0041 -121	PERRY ROBERT F	329 BAY ST APT 401	SAN FRANCISCO	CA	94133-6405
Owner	0041 -123	TOM ALLEN	329 BAY ST APT 403	SAN FRANCISCO	CA	94133-6405
Owner	0041 -124	GEHRKE REBECCA L	329 BAY ST APT 404	SAN FRANCISCO	CA	94133-6405
Owner	0041 -125	KWAN WILLIAM K	3725 STANHOPE CT	SANTA ROSA	CA	95404-7663
Owner	0041 -126	SEGGERMAN KENNETH A	837 AYLESBURY DR	ALLEN	TX	75002-5743
Owner	0041 -127, -128, -129, -130,	84 VANDEWATER ST LLC	1254 41ST AVE	SAN FRANCISCO	CA	94122-1205
Owner	0041 -132	WYDLER ARTHUR	408 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904
Owner	0041 -133	PERRY ANASTASIA M	410 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904
Owner	0041 -154	WONG HENRY Y H	545 ALEYNNA PL	MOUNTAIN VIEW	CA	94040-3194
Owner	0052 -001	GEISZLER STEVEN CARL	200 SARAH DR	MILL VALLEY	CA	94941-1208
Owner	0052 -002	KIM SUNG HU	2145 POWELL ST	SAN FRANCISCO	CA	94133-1948
Owner	0052 -003	KING DIONE	1268 CLAYTON ST	SAN FRANCISCO	CA	94114-1811

300' Radius Map  
424-434 Francisco St, SF  
Owners and Subject Property Tenants

Type	APN	Name	Address	City	State	ZIP
Owner	0052 -004	HINRICHS KIT	2135 POWELL ST	SAN FRANCISCO	CA	94133-1948
Owner	0052 -005	ALIOTO ANTHONY P	8 AARON DR	NOVATO	CA	94949-5497
Owner	0052 -006	JOHN A LESCA ASSET	2 SUTTON LN	NOVATO	CA	94945-2716
Owner	0052 -007	MSK SURVIVOR TRUST	2393 CARTER LN	CASTRO VALLEY	CA	94546-5216
Owner	0052 -008	WONG LILLIAN L	1000 LAKE ST	SAN FRANCISCO	CA	94118
Owner	0052 -011	COYNE MARTIN J	PO BOX 330267	SAN FRANCISCO	CA	94133-0267
Owner	0052 -012	BALZER JEROLD B	PO BOX 2465	SAN FRANCISCO	CA	94126-2465
Owner	0052 -021	GHEBRU ALEXANDER	2246A MASON ST	SAN FRANCISCO	CA	94133-1806
Owner	0052 -022	TESTAMENTARY TRUST OF EVA GARR	1808 WEDEMEYER ST STE B50	SAN FRANCISCO	CA	94129-5270
Owner	0052 -023	MCGURRIN FLICKA	475 FRANCISCO ST	SAN FRANCISCO	CA	94133-1903
Owner	0052 -029	KLOSSNER CLAUDIA ANN	2230 MASON ST APT 201	SAN FRANCISCO	CA	94133-1881
Owner	0052 -030	DACHTLER AMY	2327 NE 8TH AVE	PORTLAND	OR	97212-3859
Owner	0052 -031	SIMON LOREN D	11 EASTWOOD DR	SAN MATEO	CA	94403-4347
Owner	0052 -032	GROTH ADAM M	2230 MASON ST # M204	SAN FRANCISCO	CA	94133-1880
Owner	0052 -033	AMIRI DARIUSH M	2230 MASON ST # M301	SAN FRANCISCO	CA	94133-1880
Owner	0052 -034	DEMARIA STEPHANIE	2230 MASON ST # M302	SAN FRANCISCO	CA	94133-1880
Owner	0052 -035	TONG AMANDA	2230 MASON ST # M303	SAN FRANCISCO	CA	94133-1880
Owner	0052 -036	DZIESIETNIK GHILAD	4097 LAGUNA WAY	PALO ALTO	CA	94306-3123
Owner	0052 -037	L S R PROPERTIES INC	5851 S 194TH ST	KENT	WA	98032-2125
Owner	0052 -038	LLOYD & LILLIAN KURTZ 2005 LVG	368 FLOWER LN	MOUNTAIN VIEW	CA	94043-5261
Owner	0052 -039	RUSSELL NINA ALBECK	2230 MASON ST APT 403	SAN FRANCISCO	CA	94133-1883
Owner	0052 -040	SOLEK BARBARA MAGDALENA	2230 MASON ST # M404	SAN FRANCISCO	CA	94133-1880
Owner	0052 -041	HEDQUIST JAN B	530 CHESTNUT ST APT 102	SAN FRANCISCO	CA	94133-2394
Owner	0052 -042	POTH LUKE S	530 CHESTNUT ST # C103	SAN FRANCISCO	CA	94133-2393
Owner	0052 -043	CHENTHITTA SHEEBA	530 CHESTNUT ST 104	SAN FRANCISCO	CA	94133-0000
Owner	0052 -044	BEEMSTERBOER JONI	530 CHESTNUT ST # C105	SAN FRANCISCO	CA	94133-2393
Owner	0052 -045	PAYNE BRYAN M	2351 POWELL ST	SAN FRANCISCO	CA	94133-1407
Owner	0052 -046	CUSEO CHRISTINE N	530 CHESTNUT ST APT 206	SAN FRANCISCO	CA	94133-6301
Owner	0052 -047	MCCULLOUGH SUSAN	530 CHESTNUT ST APT 207C	SAN FRANCISCO	CA	94133-6301
Owner	0052 -048	SEETHARAMAN RAGHAVAN	530 CHESTNUT ST # C208	SAN FRANCISCO	CA	94133-2393
Owner	0052 -049	DURIE PETER	530 CHESTNUT ST # C209	SAN FRANCISCO	CA	94133-2393
Owner	0052 -050	RUBENSTEIN MICHAEL BRADLEY	4120 N 54TH ST	PHOENIX	AZ	85018-3103
Owner	0052 -051	SANCHEZ ADAM JORDAN	530 CHESTNUT ST # C211	SAN FRANCISCO	CA	94133-2393
Owner	0052 -052	FILAROWSKI YVONNE E	530 CHESTNUT ST APT 212	SAN FRANCISCO	CA	94133-2397
Owner	0052 -053	BHATNAGAR GAURAV	530 CHESTNUT ST # C301	SAN FRANCISCO	CA	94133-2393
Owner	0052 -054	SAMOULIDES GREGORY G	530 CHESTNUT ST # C302	SAN FRANCISCO	CA	94133-2393
Owner	0052 -055	JOAN RESIDUAL APPOINTMENT TR	425 CALIFORNIA ST # 25	SAN FRANCISCO	CA	94104-2102
Owner	0052 -056	ROSENBLATT ALEXANDER M	31 LONGFELLOW RD	MILL VALLEY	CA	94941-1566

300' Radius Map  
424-434 Francisco St, SF  
Owners and Subject Property Tenants

Type	APN	Name	Address	City	State	ZIP
Owner	0052 -057	THOM DOUGLAS M	117 CENTRAL AVE	CAPITOLA	CA	95010-3404
Owner	0052 -058	MOCK ADDISON	530 CHESTNUT ST APT 306	SAN FRANCISCO	CA	94133-6301
Owner	0052 -059	ASSALINO ANTHONY S	530 CHESTNUT ST # C307	SAN FRANCISCO	CA	94133-2393
Owner	0052 -060	DECARLI JOHN S	530 CHESTNUT ST # C308	SAN FRANCISCO	CA	94133-2393
Owner	0052 -061	GIANG ANDREW B	22 GOLDEN HIND PSGE	CORTE MADERA	CA	94925-1908
Owner	0052 -062	KORUSTAN SELIN	386 BRYAN DR	ALAMO	CA	94507-2858
Owner	0052 -063	HUNT HARVEY K	530 CHESTNUT ST # C311	SAN FRANCISCO	CA	94133-2393
Owner	0052 -064	SARVER CARRIE ELAINE	530 CHESTNUT ST # C312	SAN FRANCISCO	CA	94133-2393
Owner	0052 -065	WONG PAUL	6033 W 96TH ST	MINNEAPOLIS	MN	55438-1717
Owner	0052 -066	CARRICK GEORGE M	283 GAIT WAY	ARROYO GRANDE	CA	93420-5333
Owner	0052 -067	PULVERMAN KENNETH I	530 CHESTNUT ST APT 403	SAN FRANCISCO	CA	94133-2396
Owner	0052 -068	REVOCABLE TRUST	7681 AVERILL RD	SEBASTOPOL	CA	95472-4702
Owner	0052 -069	WATSON CAROL KNIGHT	530 CHESTNUT ST # C405	SAN FRANCISCO	CA	94133-2393
Owner	0052 -070	PETERSON NANCY REVOCABLE TRUST	530 CHESTNUT ST # C406	SAN FRANCISCO	CA	94133-2393
Owner	0052 -071	CHUN PATRICK Y	530 CHESTNUT ST APT 407	SAN FRANCISCO	CA	94133-6302
Owner	0052 -072	NG WILLIAM CHUK KIT	530 CHESTNUT ST # C408	SAN FRANCISCO	CA	94133-2393
Owner	0052 -073	GORENBERG RITA LYNN	530 CHESTNUT ST # C409	SAN FRANCISCO	CA	94133-2393
Owner	0052 -074	LIMB ANDREW J	530 CHESTNUT ST	SAN FRANCISCO	CA	94133-2393
Owner	0052 -075	KATZMAN SETH	530 CHESTNUT ST # C411	SAN FRANCISCO	CA	94133-2393
Owner	0052 -076	BLACK DAVID A	530 CHESTNUT ST # C412	SAN FRANCISCO	CA	94133-2393
Owner	0052 -077	ADLER JASON	445 FRANCISCO ST # F100	SAN FRANCISCO	CA	94133-1985
Owner	0052 -078	MADAENI SEYED H	445 FRANCISCO ST # F101	SAN FRANCISCO	CA	94133-1985
Owner	0052 -079	BALABAN ARISSA	16075 CERRO VISTA DR	LOS GATOS	CA	95032-4716
Owner	0052 -080	APICELLA LORENZO	445 FRANCISCO ST APT 103	SAN FRANCISCO	CA	94133-1986
Owner	0052 -081	CHERNOFF CHERYL TERESA	2831 COLONIAL DR	SUGAR LAND	TX	77479-1524
Owner	0052 -082	TSENG MELISSA	869 S VAN NESS AVE	SAN FRANCISCO	CA	94110-1910
Owner	0052 -083	CHANDLER ASHLEY C	411 FRANCISCO ST # F106	SAN FRANCISCO	CA	94133-1903
Owner	0052 -084	CLAY ROBIN J	1541 HULL DR	SAN CARLOS	CA	94070-2003
Owner	0052 -085	BROWN JOSEPH E	466 VALLEJO ST	SAN FRANCISCO	CA	94133-4113
Owner	0052 -086	HAN RAYMOND	411 FRANCISCO ST # F109	SAN FRANCISCO	CA	94133-1903
Owner	0052 -087	SWEENEY JAMES	411 FRANCISCO ST # F110	SAN FRANCISCO	CA	94133-1903
Owner	0052 -088	PLOWDEN DAVID B	3691 CASHILL BLVD	RENO	NV	89509-7401
Owner	0052 -089	DAVIS KATHARINE V	411 FRANCISCO ST # F112	SAN FRANCISCO	CA	94133-1903
Owner	0052 -090	PANDYA MEETA P	10 PINE CT	HILLSBOROUGH	CA	94010-6329
Owner	0052 -091	HETTRICK ALISON L	445 FRANCISCO ST APT 204	SAN FRANCISCO	CA	94133-1987
Owner	0052 -092	LEE ALEX MENGHUNG	445 FRANCISCO ST	SAN FRANCISCO	CA	94133-1985
Owner	0052 -093	OEHL WILHELM	445 FRANCISCO ST APT 302	SAN FRANCISCO	CA	94133-1987
Owner	0052 -094	OCAMPO BOBBY JAMES	28013 ARASTRADERO RD	LOS ALTOS HILLS	CA	94022-1800

300' Radius Map  
424-434 Francisco St, SF  
Owners and Subject Property Tenants

Type	APN	Name	Address	City	State	ZIP
Owner	0052 -095	CHAO JASON	445 FRANCISCO ST APT 304	SAN FRANCISCO	CA	94133-1987
Owner	0052 -096	GILL KIRAN	445 FRANCISCO ST APT 305F	SAN FRANCISCO	CA	94133-1991
Owner	0052 -097	FALK YIN	411 FRANCISCO ST # F306	SAN FRANCISCO	CA	94133-1903
Owner	0052 -098	WILSON RYAN	411 FRANCISCO ST # F307	SAN FRANCISCO	CA	94133-1903
Owner	0052 -099	AMANIAMPONG DUKE	530 CHESTNUT ST APT F308	SAN FRANCISCO	CA	94133-6302
Owner	0052 -100	MINICK L SCOTT	774 MAYS BLVD STE 10	INCLINE VILLAGE	NV	89451-9613
Owner	0052 -101	MICHAELWICZ MARKUS	411 FRANCISCO ST # F310	SAN FRANCISCO	CA	94133-1903
Owner	0052 -102	OSBURN FAMILY LVG TR	300 3RD ST APT 1101	SAN FRANCISCO	CA	94107-4206
Owner	0052 -103	CONN ELLIOT J	411 FRANCISCO ST # 312	SAN FRANCISCO	CA	94133-1903
Owner	0052 -104	GARCIA DOLORES M	119 KNOLLVIEW WAY	SAN FRANCISCO	CA	94131-1217
Owner	0052 -105	SURVIVORS TR-BARBER FMLY TR	445 FRANCISCO ST APT 402	SAN FRANCISCO	CA	94133-1988
Owner	0052 -106	DANIELS FAMILY TRUST	404 W BLITHEDALE AVE	MILL VALLEY	CA	94941-1096
Owner	0052 -107	OMI PARTNERS LLC	PO BOX 881914	SAN FRANCISCO	CA	94188-1914
Owner	0052 -108	WONG ROBERT L	6370 EMBARCADERO DR	STOCKTON	CA	95219-3826
Owner	0052 -109	UYEHARA KAREN T	530 CHESTNUT ST # F502	SAN FRANCISCO	CA	94133-2393
Owner	0052 -110	DOBBS JOHN B	100 GREEN ST	SAN FRANCISCO	CA	94111-1302
Owner	0052 -111	SCHEID ROBERT	445 FRANCISCO ST # F504	SAN FRANCISCO	CA	94133-1988
Owner	0052 -112	BROWN TIMOTHY CHARLES ELTRINGHAM	445 FRANCISCO ST # F601	SAN FRANCISCO	CA	94133-1988
Owner	0052 -113	PIERCE GLENN F	PO BOX 675486	RANCHO SANTA FE	CA	92067-5486
Owner	0052 -114	DD REAL PROPERTY LLC	2515 SCOTT ST	SAN FRANCISCO	CA	94115-1137
Owner	0052 -115	JONES ROBERT C	274 MERRITT RD	LOS ALTOS	CA	94022-3024
Owner	0052 -116	KNEZ PETER J	445 FRANCISCO ST APT 701	SAN FRANCISCO	CA	94133-1991
Owner	0052 -117	MAU ELAINE Y	520 CHESTNUT ST APT 101	SAN FRANCISCO	CA	94133-5922
Owner	0052 -118	GRAHAM JACOB	520 CHESTNUT ST APT 102	SAN FRANCISCO	CA	94133-5922
Owner	0052 -119	MULCARE MILES	655 MARINA BLVD	SAN FRANCISCO	CA	94123-1022
Owner	0052 -120	INTERIANO JAIME SERRA	723 TAYLOR ST APT 702	SAN FRANCISCO	CA	94108-3868
Owner	0052 -121	DRAKE DAVID A	5598 NAPLES CANAL	LONG BEACH	CA	90803-4018
Owner	0052 -122	CARD GWYNETH M	13023 LA CRESTA DR	LOS ALTOS HILLS	CA	94022-1938
Owner	0052 -123	SCHAAL CARRIE A	15200 SPRING MEADOWS DR	GERMANTOWN	MD	20874-3438
Owner	0052 -124	ZAIM SOUHIL	300 IVY ST APT 124	SAN FRANCISCO	CA	94102-4386
Owner	0052 -125	LAJESKI GLEN	520 CHESTNUT ST APT 205	SAN FRANCISCO	CA	94133-5922
Owner	0052 -126	MCMANUS SUSAN T	520 CHESTNUT ST APT 206	SAN FRANCISCO	CA	94133-5922
Owner	0052 -127	ZHANG YINAN	520 CHESTNUT ST APT 301	SAN FRANCISCO	CA	94133-5922
Owner	0052 -128	LIN YI CHAO	4365 26TH ST	SAN FRANCISCO	CA	94131-1809
Owner	0052 -129	MANDEL WILLIAM J	112 LYON ST	SAN FRANCISCO	CA	94117-2113
Owner	0052 -130	ARAYARAKAVIL SEEMA P	520 CHESTNUT ST APT 304	SAN FRANCISCO	CA	94133-5922
Owner	0052 -131	WANG PING	650 AVENUE OF THE AMERICAS APT 4F	NEW YORK	NY	10011-2059
Owner	0052 -132	DODD KATIE A	75 ROOSEVELT WAY APT 3	SAN FRANCISCO	CA	94114-1287

300' Radius Map  
424-434 Francisco St, SF  
Owners and Subject Property Tenants

Type	APN	Name	Address	City	State	ZIP
Owner	0052 -133	MCGRAW KATHLEEN	520 CHESTNUT ST APT 403	SAN FRANCISCO	CA	94133-5922
Owner	0052 -134	VALLA ANTONIO	3237 BENNINGTON CT	WALNUT CREEK	CA	94598-4009
Owner	0052 -135	SCHUBERT MICHAEL P	520 CHESTNUT ST APT 405	SAN FRANCISCO	CA	94133-5922
Owner	0052 -136	DARE ROBERT T	2001 WAWONA ST	SAN FRANCISCO	CA	94116-2949
Owner	0053 -001	SAN FRANCISCO UNIFIED SCHOOL D	25 VAN NESS AVE STE 400	SAN FRANCISCO	CA	94102-6051
Tenant	0041 -010	Owner/Tenant	424 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904
Tenant	0041 -010	Owner/Tenant	426 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904
Tenant	0041 -010	Owner/Tenant	428 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904
Tenant	0041 -010	Owner/Tenant	430 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904
Tenant	0041 -010	Owner/Tenant	432 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904
Tenant	0041 -010	Owner/Tenant	434 FRANCISCO ST	SAN FRANCISCO	CA	94133-1904

# Affidavit for Notification Material Preparation

Notification Map, Mailing List, and Mailing Labels

Please submit this completed Affidavit with Notification Materials. Notification Materials are required for projects subject to Neighborhood Notification and certain Planning Department applications (e.g. Conditional Use Authorization, Variance, etc.).

I, Annie Coates, do hereby declare as follows:

1. I have prepared the Notification Map, Mailing List, and Mailing Labels for Public notification in accordance with Planning Department requirements as referenced in the Planning Code.
2. I understand that I am responsible for the accuracy of this information, and that erroneous information may require re-mailing or lead to suspension or revocation of the permit.
3. I have prepared these materials in good faith and to the best of my ability.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this day, 16 July 2019 in San Francisco.  
Date

*Annie Coates*

Signature

Annie Coates, Agent

Name (Print), Title

Agent - NotificationMaps.com LLC

Relationship to Project, e.g. Owner, Agent (if Agent, give business name and profession)

424-434 Francisco St, SF

Project Address

0041-010

Block / Lot

## ADDRESS LIST

424-426-428-430-432-434 Francisco Street  
San Francisco, California 94133  
APN: 0041/010

Sara Michelle Plummer  
Brian Michael Barnard  
424 Francisco Street  
San Francisco, California 94133

Adam A. Smith  
426 Francisco Street  
San Francisco, California 94133

Johnny Vu  
428 Francisco Street  
San Francisco, California 94133

Manoj Marathe  
Zofia Beczek-Marathe  
430 Francisco Street  
San Francisco, California 94133

Sherlyn Chew  
432 Francisco Street  
San Francisco, California 94133

Lena Q. Lionetti  
Larry D. Lionetti  
62 Via Los Altos  
Tiburon, California  
94920



**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

Sara Michelle Plummer  
Printed Name

7.30.19  
Date



Signature of Applicant

Brian Michael Barnard  
Printed Name

7/30/19  
Date

Signature of Applicant

Adam A. Smith  
Printed Name

Date

Signature of Applicant

Johnny Vu  
Printed Name

Date

Signature of Applicant

Manoj Marathe  
Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe  
Printed Name

Date

Signature of Applicant

Sherlyn Chew  
Printed Name

Date

Signature of Applicant

Lena Q. Lionetti  
Printed Name

Date

Signature of Applicant

Larry D. Lionetti  
Printed Name

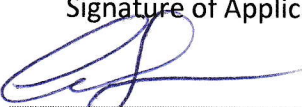
Date

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Date of Contact	Description of Interaction with Tenants

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_____ Signature of Applicant	Sara Michelle Plummer _____ Printed Name	_____ Date
_____ Signature of Applicant	Brian Michael Barnard _____ Printed Name	_____ Date
 _____ Signature of Applicant	Adam A. Smith _____ Printed Name	7/26/19 _____ Date
_____ Signature of Applicant	Johnny Vu _____ Printed Name	_____ Date
_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date

**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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Signature of Applicant

Sara Michelle Plummer

Printed Name

Date

Signature of Applicant

Brian Michael Barnard

Printed Name

Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

Signature of Applicant

Johnny Vu

Printed Name

8/8/19  
Date

Signature of Applicant

Manoj Marathe

Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

Date

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

Signature of Applicant

Larry D. Lionetti

Printed Name

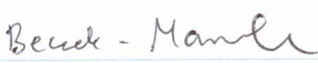
Date

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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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
 Signature of Applicant	Manoj Marathe Printed Name	July 27, 2019 Date
 Signature of Applicant	Zofia Beczek-Marathe Printed Name	July 27, 2019 Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date




**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
 Signature of Applicant	Sherlyn Chew Printed Name	7-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	7/31/19 Date
Signature of Applicant	Larry D. Lionetti Printed Name	7/31/19 Date

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

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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

Sara Michelle Plummer

Printed Name

7.30.19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

Signature of Applicant

Johnny Vu

Printed Name

Date

Signature of Applicant

Manoj Marathe

Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

Date

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

Signature of Applicant

Larry D. Lionetti

Printed Name

Date




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

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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer _____ Printed Name	_____ Date
_____ Signature of Applicant	Brian Michael Barnard _____ Printed Name	_____ Date
 _____ Signature of Applicant	Adam A. Smith _____ Printed Name	<u>7/26/19</u> _____ Date
_____ Signature of Applicant	Johnny Vu _____ Printed Name	_____ Date
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_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date

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

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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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.

Signature of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
 Signature of Applicant	Johnny Vu Printed Name	8/8/19 Date
Signature of Applicant	Manoj Marathe Printed Name	Date
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Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

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

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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant <i>Manoj Marathe</i>	Manoj Marathe Printed Name	<i>July 27, 2019</i> Date
Signature of Applicant <i>Beczek - Marathe</i>	Zofia Beczek-Marathe Printed Name	<i>July 27, 2019</i> Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

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

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

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

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

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

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

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Printed Name

7.30.19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

Date

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Printed Name

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Signature of Applicant

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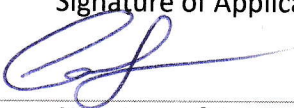


**Form 8B****Subdivider's Statement and Commitment Regarding Notice to New Tenants**

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

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

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

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

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

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

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

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

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

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	Printed Name	Date
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	Printed Name	Date

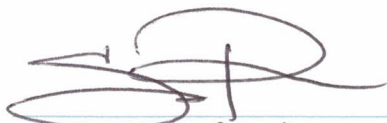


**Form 9****Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase**

[Sec. 1387]

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

Sara Michelle Plummer

Printed Name

7.30.19

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Printed Name

7/30/19

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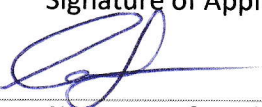
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**Form 9****Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase**  
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**Form 9****Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal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

[Sec. 1387]

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Signature of Applicant <i>Beebe Marathe</i>	Zofia Beczek-Marathe Printed Name	<i>July 27, 2019</i> Date
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Form 9

Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase  
[Sec. 1387]

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

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DateLarry D. LionettiSignature of ApplicantPrinted Name7/31/19  
Date

424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

APN: 0041/010

Front of Building





Left-side Property Line

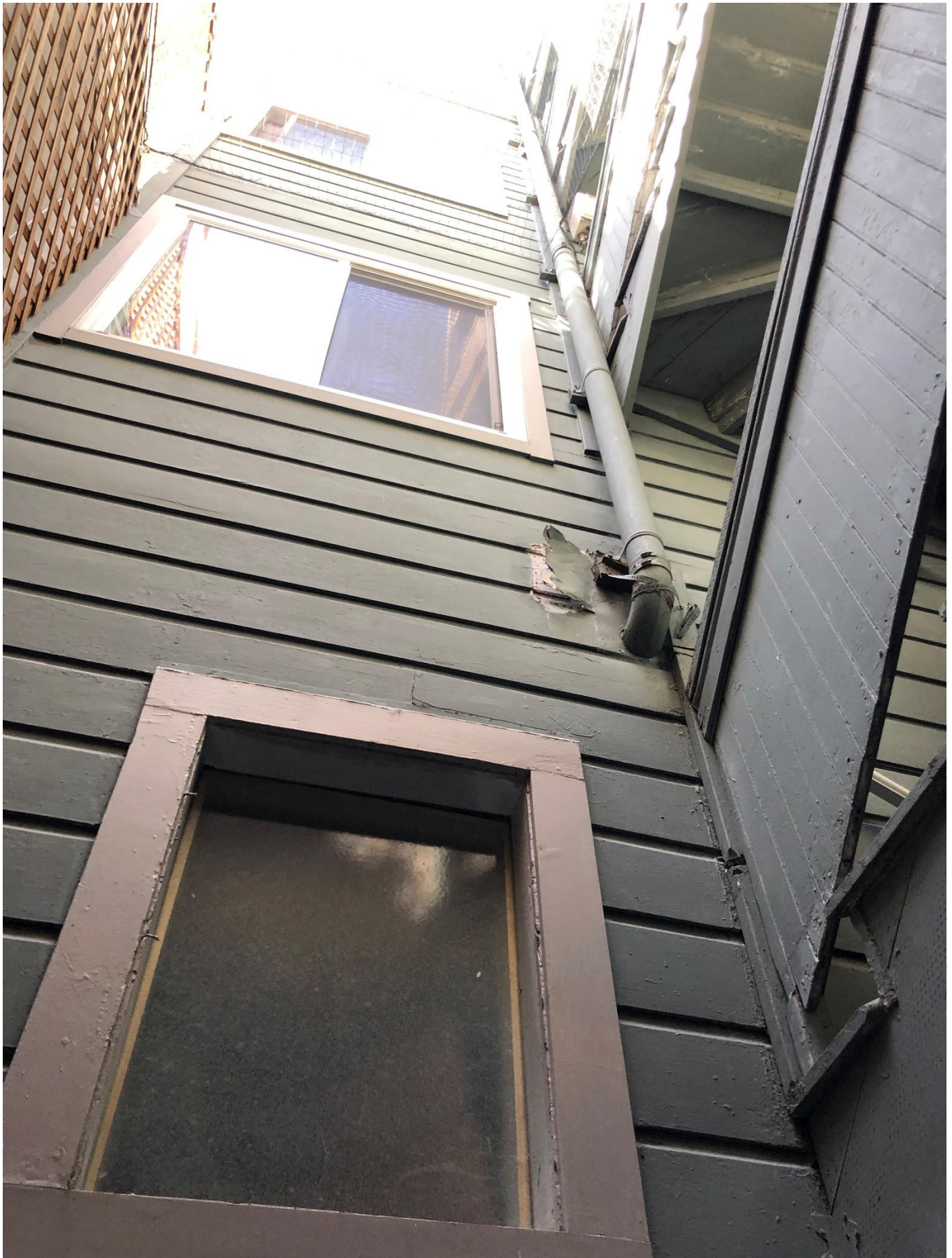








Rear of Building (1)





Rear of Building (2)



**Form 10**

**Proposition "M" Findings Form**  
**The Eight Priority Policies**  
**of Section 101.1 of the San Francisco Planning Code**

**City Planning Case No:** \_\_\_\_\_

**Assessor's Parcel Number:** 0041/010

**Property Address:** 424–426–428–430–432–434 Francisco Street, San Francisco, California 94133

**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-unit residential property to a six-unit 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-unit residential property to a six-unit 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 proposal will have no negative or positive effect on earthquake preparedness.

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 of Applicant

Sara Michelle Plummer

Printed Name

7.30.19

Date



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Larry D. Lionetti

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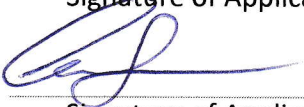
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Signature of Applicant	Larry D. Lionetti Printed Name	Date
Signature of Applicant	 Printed Name	Date



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

The proposal will have no negative or positive effect on earthquake preparedness.

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 of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	7/31/14 Date
Signature of Applicant	Larry D. Lionetti Printed Name	7/31/15 Date
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

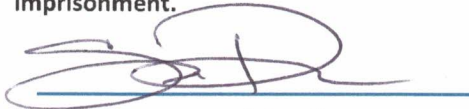
Required for all owners of record

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133I/We, Sara Michelle Plummer and Brian Michael Barnard, 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
Sara Michelle Plummer

Printed Name

July 30, 2019  
 Date

  
 Signature of Applicant
Brian Michael Barnard

Printed Name

7/30/19  
 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.

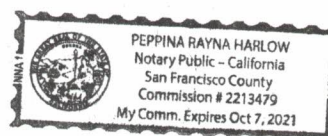
 State of California  
 County of San Francisco

 On July 30, 2019 before me, Peppina Rayna Harlow, Notary Public, personally appeared

Sara Michelle Plummer & Brian Michael Barnard, 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:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Adam A. Smith, 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

Adam A. Smith

Printed Name

7/26/19  
 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 07/26/2019 before me, Trish Casey, Notary Public, personally appeared

Adam A. Smith

, 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 Trish Casey (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:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Manoj Marathe and Zofia Beczek-Marathe, 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.

Manoj Marathe  
 Signature of Applicant

Manoj Marathe  
 Printed Name

July 27, 2019  
 Date

Zofia Beczek-Marathe  
 Signature of Applicant

Zofia Beczek-Marathe  
 Printed Name

July 27, 2019  
 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

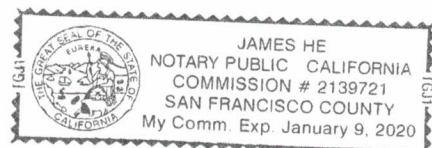
On July 27, 2019 before me, James He, Notary Public, personally appeared

Manoj Marathe and Zofia Beczek-Marathe, 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:** 0041/010

**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Lena Q. Lionetti and Larry D. Lionetti, 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

Lena Q. Lionetti

Printed Name

Date \_\_\_\_\_

7/31/19

Signature of Applicant

Larry D. Lionetti

Printed Name

Date \_\_\_\_\_

7/31/19

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State of

County of

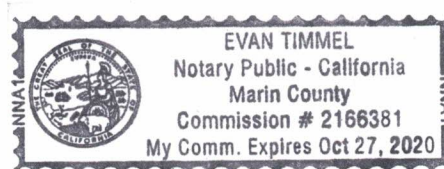
On 01.31.2011 before me, Evan Timmel, Notary Public, personally appeared

Lena Q Lionetti and Larry D Lionetti, 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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Sara Michelle Plummer and Brian Michael Barnard, 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, 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

Sara Michelle Plummer

Printed Name

July 30, 2019  
 Date

  
 Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19  
 Date

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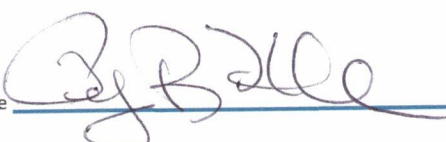
State of California  
 County of San Francisco

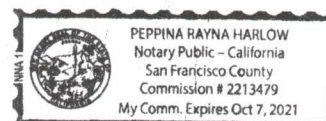
On July 30, 2019 before me, Peppina Rayna Harlow, Notary Public, personally appeared

Sara Michelle Plummer / Brian Michael Barnard, 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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Adam A. Smith, 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

Adam A. Smith

Printed Name

7/26/19

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 07/26/2019 before me, Trish Casey, Notary Public, personally appeared

Adam A Smith, 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 Trish Casey (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

**Assessor's Parcel Number:** 0041/010**Property Address:** ~~424-426-428-430-432-434~~ Francisco Street, San Francisco, California 94133

I/We, Manoj Marathe and Zofia Beczek-Marathe, 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.

Manoj Marathe

Signature of Applicant

Manoj Marathe

Printed Name

July 27, 2019  
DateZofia - Marathe

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

July 27, 2019  
Date

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State of CaliforniaCounty of San FranciscoOn July 27, 2019 before me, James He, Notary Public, personally appeared

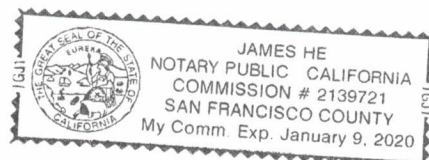
Manoj Marathe and Zofia Beczek-Marathe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)





Required for all owners of record

 **HANG LE CHAU**  
COMM. # 2215814  
NOTARY PUBLIC • CALIFORNIA  
ALAMEDA COUNTY  
Comm. Exp. OCT. 5, 2021

**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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Lena Q. Lionetti and Larry D. Lionetti, 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]*  
 Signature of Applicant

*[Signature]*  
 Signature of Applicant

Lena Q. Lionetti

Printed Name

Larry D. Lionetti

Printed Name

7/31/19  
Date7/31/19  
Date

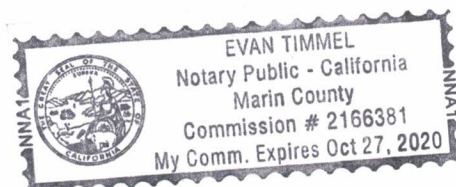
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA  
 County of Marin  
 On 07-31-2019 before me, Evan Timmel, Notary Public, personally appeared  
Lena Q Lionetti and Larry D Lionetti, 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)





**TIC Document List**  
**TENANCY IN COMMON AGREEMENT**  
**FOR**  
**474 FRANCISCO STREET**

	<b>Name of Document</b>	<b>Date of Document</b>	<b>Signatures</b> <b>(List who signed each document)</b>
	TIC Agreement	April 9, 2011	Lena and Larry Lionetti, Adam Smith, Johnny Vu, Zofia and Manoj Marathe, Sherilyn Chew
	Assumption and Release	July 6, 2016	Brian Bernard, Sara Plummer, Adam Smith

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

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

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Owner Initials:

*[Signature]*

Owner Initials:

*[Signature]*

*AS A.C.  
2014 M.M.M.*

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## INTRODUCTION

This Tenancy in Common Agreement is entered into on its Effective Date by and among the "Cotenants" listed in Exhibit B to this Agreement, and Phoenix Rabbit, LLC, a California limited liability company, by (the "Seller"). The Seller intends to sell undivided tenants in common interests in real property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA (hereinafter "the Property") to the Cotenants, who shall then co-own the Property. The Seller shall participate in the co-ownership of the Property as a Cotenant until such time as all of the Seller's interest in the Property has been transferred. The Parties want to clarify the terms and conditions of their co-ownership arrangements and reduce their agreement to writing. 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.

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**ARTICLE 1--DEFINITIONS AND EXHIBIT LIST**

The following initially capitalized items 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 unincorporated association of Cotenants of which each Cotenant shall be deemed a member for so long as he/she is a Cotenant, which shall be established for the purpose of managing and maintaining the Property and fulfilling other responsibilities as described in this Agreement.

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

**"Board"** means any subgroup of Cotenants or other body authorized under the TIC Agreement to represent or govern the Association or to enforce the TIC Agreement.

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

**"Director"** means a member of the Board of Directors of the Association.

**"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) reasonably appears to immediately endanger 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.

**"Majority Cotenant Approval"** means the approval of Cotenants representing the majority of the voting power represented in person, or by proxy, at a properly Noticed and conducted Cotenant Meeting.

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

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**"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.

**"Repair/Replacement Reserves"** means funds collected for repair and replacement of the major components of the Property that the Association is obligated to maintain.

**"Unanimous Cotenant Approval"** means the approval of Cotenants representing all of the voting power represented in person, or by proxy, at a properly Noticed and conducted Cotenant Meeting.

**"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 that is not exposed within a unit interior, or any structural component of walls, ceilings, and floors.

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

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

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

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

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

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

## 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

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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 Association 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

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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 U. S. Internal Revenue Code §761, 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.

**2.5 AUTHORITY OF BOARD.** Except where this Agreement specifically provides otherwise, all of the activities of the Association shall be conducted, and all powers exercised, by and under the

direction of the Board. Without limiting the generality of the preceding sentence, it is expressly intended that whenever this Agreement states that the Association may or must make a decision, the decision is to be made by a vote of the Board rather than by the vote of the Cotenants. The only exception to this general rule is when this Agreement states that a particular decision or action requires the approval of a specific number or percentage of Cotenants.

**2.6 ADOPTION OF RULES.** The Board may adopt reasonable Rules to implement the provisions of this Agreement. The Secretary shall furnish copies of the Rules to all Cotenants and Occupants as soon as possible after adoption and upon receiving a Notice containing the request. The Board shall follow the procedure for adopting and changing Rules described in California Civil Code §1357.100 *et seq.*

**2.7 APPLICATION OF AGREEMENT TO SELLER.** The Seller shall assume all of the responsibilities, and be entitled to all of the rights, associated with each Cotenancy Share which has not been transferred. Each Party who is a member of the group of Parties referred to in this Agreement as the Seller shall be jointly and severally liable for all obligations and responsibilities of the Seller, and all rights provided to the Seller under this Agreement shall be deemed jointly held by such Parties. All of the rights and duties of the Seller under this Agreement, including but not limited to the right to vote, shall cease when the Seller does not control any of the Cotenancy Shares.

### ARTICLE 3-- SPACE ASSIGNMENTS AND USAGE/ALTERATION RESTRICTIONS

**3.1 ASSIGNMENT OF UNITS AND EXCLUSIVE USE COMMON AREAS.** The Parties hereby assign the exclusive rights to use particular Units and Exclusive Use Common Area as shown on Exhibit B to particular Cotenants as shown on Exhibit A. 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 each of the other Cotenants have been satisfied. In the event that any parking right is not assigned to a particular Cotenant, it shall be deemed Common Area to be shared equally by all Cotenants.

**3.2 EXCEPTIONS TO EXCLUSIVE USAGE RIGHTS.** All exclusive usage rights assigned by this Agreement are subject to the right, reserved on behalf of all Cotenants, and their guests and invitees, to pass through such assigned areas for escape in 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.
- (2) Notwithstanding the preceding paragraph, if tenants have been evicted from the Property pursuant to San Francisco Administrative Code §§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. When a Cotenant rents all or a portion of a parking or storage area to someone who is not an Occupant, such rental shall be subject to the rental tenant selection requirements of Subsection (2) even if a Party will continue to be an Occupant of the Cotenants assigned Unit.
- (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 the Association together with a standard form rental application completed by each Prospective Tenant. The Board shall be entitled to contact each Prospective Tenant to arrange a personal or telephone interview. The Board 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 to arrange an interview shall not cause this time period to be extended. To be considered valid, the Notice of disapproval must 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 a valid Notice of disapproval. As provided in Section 9.3D Lender(s) are except from the requirements of this Subsection.

- 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 the Association before the date the non-Party begins a pattern of repeated usage.

- D. Eviction Restrictions.** Seller is expressly authorized to invoke San Francisco Administrative Code §37.9(a)(13) ("Ellis Act") at Seller's sole expense for the purpose of evicting rental tenants from the Property without the approval of any other Cotenant.

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Under the circumstances described in Subsection 9.3D, Lenders and certain Parties who acquire a Cotenancy Share following a foreclosure, are also expressly authorized to invoke the Ellis Act for the purpose of evicting rental tenants from the Property. All Parties agree to cooperate in good faith in such eviction(s), 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 such an eviction 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 §37.9(a) (8) ("Owner Move-In") or 37.9(a) (13) ("Ellis Act") without Unanimous Cotenant Approval. 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 attorneys' fees.

- E. 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.

**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.** No Cotenant shall park a motor vehicle of any kind anywhere on the Property. Strict compliance with this provision 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 located on the Property 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 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

**3.7 NUISANCE.**

- A.** No person shall use any part of the Property in a way that unreasonably interferes with the quiet enjoyment of anyone else, 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.** Within a deck assigned as Exclusive Use Common Area, the Cotenant assigned the area may place or store outdoor furniture, barbecues, plants, and other typical outdoor furnishings provided the amount or condition of such items does not significantly diminish the value or desirability of the Property. Within storage space assigned as Exclusive Use Common Area, the Cotenant assigned the area may store any non-hazardous material provided it is 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 sentences, 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 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.** Except as specifically provided in this Subsection, no one may alter Common Area, or Exclusive Use Common Area, without prior, explicit Association approval. The following alterations of Exclusive Use Common Area are permitted without approval:

- (1) A Cotenant may alter his/her assigned storage area (if any) provided the alteration will not impair the structural integrity or mechanical systems of the Property, diminish the utility of any other area of the Property, or change the usage of the space from storage to something else (such as a habitation, workshop, office, parking area, recreation room, etc.).
- (2) A Cotenant may alter his/her assigned deck provided the alteration will not impair the structural integrity, mechanical systems, value or desirability of the Property, or involve the installation or attachment of anything to the Property (such as a screen, cover, awning, hot tub, spa, fence, etc.).

### C. Procedure For Alteration Approval.

- (1) **Application Submittal.** Cotenants wishing to make alterations requiring Association approval shall submit "Plans and Specifications" to the Board. "Plans and Specifications", as used in this Article, shall include the following:
  - (a) 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 Board to evaluate it fully;
  - (b) Upon request of the Board, a certificate by an architect or engineer licensed by the State of California stating that the alteration (i) will not

impair the structural integrity of any part of the Property, and (ii) will not interfere with any Utility; and

- (c) Upon request of the Board, a set of construction drawings prepared by an architect and/or engineer licensed by the State of California.

The Board may require as much detail in the Plans and Specifications as it deems appropriate, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and samples of exterior material and colors. The Board may postpone review of any application until receipt of all required information and materials. Upon submittal of all required information and documentation, the Board shall give the Cotenant a written, dated receipt. The date of the receipt shall be the commencement date for computing the time within which the Board must approve or disapprove the application. The Board may charge a reasonable fee for reviewing an application.

- (2) **Time Limit For Board Decision.** Within forty-five (45) days after receipt of all materials required or requested by the Board, it shall provide Notice to the applicant of its decision. If the Board fails to provide Notice within this time frame, 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) **Standards For Board Decision.** The Board decision must be made in good faith and may not be unreasonable, arbitrary, or capricious. The Board shall approve an alteration only if it makes an affirmative finding that the alteration (i) will not impair the structural integrity of any part of the Property, (ii) will not interfere with any Utility, (iii) will not detract from the appearance, harmony, attractiveness and enjoyment of the Property, and (iv) 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 Board'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 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 Cotenant fails to comply with the provisions of this Subsection, the approval given shall be deemed revoked unless the Board extends the time for commencement. Any request for an extension shall be in writing. The Board 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 the Association 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 Director, 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 granted. If, as a result of an inspection, a Director finds a violation of this Article, the Board 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 Board shall provide Notice of a hearing to consider the Cotenant's continuing non-compliance. At the hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall require the Cotenant to remedy it within a period of not more than forty-five (45) days from the date of the Board's ruling. At any time within such period, or within any extension of such period as the Board, in its discretion, may grant, the Board may choose not to wait for the Cotenant to act, and instead the Board may act to remedy the non-compliance, and recover any associated expense through the Actionable Violation procedure described in this Agreement. The Board may also cause a notice of non-responsibility for mechanics' liens to be recorded and posted as specified in California Civil Code §3094.

**3.12 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.

**3.13 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.

**ARTICLE 4-- EXPENSE ALLOCATION AND PAYMENT****4.1 ASSOCIATION EXPENSE ALLOCATION.**

**A. Property Taxes.** The portion of Regular Assessment and Special Assessment

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levied for service and repayment of taxes and assessments imposed upon the Property by any governmental authority (the "Property Taxes") shall be allocated according to "Property Tax Percentage". The Property Tax Percentages shall be the basis for allocation of all Property Tax, including those elements which are not assessed by the County based on property value. Each Cotenancy Share's Property Tax Percentage shall be determined by dividing its "Individual Property Tax Basis" by the "Total Property Tax Basis",

(1) Individual Property Tax Basis shall be determined as followings:

- (a) Except when (b), (c), (d), (e), or (f) apply, a Cotenancy Share's Individual Property Tax Basis shall be the amount last paid for the Cotenancy Share. This same rule shall apply to any Cotenancy Share retained by Seller, which shall have as its Individual Property Tax Basis the assessed value of the Property immediately prior to his/her first sale of a Cotenancy Share under this Agreement, multiplied by the percentage of title of the Property he/she has retained.
- (b) Where work on an assigned Unit or Exclusive Use Common Area has triggered 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) In instances where all or any part of a Cotenancy Share is transferred in a manner which triggers a reassessment of the Property, and such reassessment is not accurately reflected by the amount last paid for the Cotenancy Share as shown in Exhibit A, the Individual Property Tax Basis for the Cotenancy Share shall be adjusted to accurately reflect such reassessment.
- (d) 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.
- (e) Where work performed by the Association (as opposed to by a particular Cotenant) has triggered reassessment of the Property, the Individual Property Tax Basis of each Cotenancy Share shall be adjusted. The adjustment for each Cotenancy Share shall be calculated by multiplying the amount of the reassessment by the Cotenancy Share's Property Tax Percentage in effect immediately prior to the reassessment.
- (f) Individual Property Tax Basis shall be adjusted annually to reflect increases levied by the county assessor for cost of living and

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inflation. Such adjustments shall be applied retroactively to the effective date of the county reassessment.

- (2) The Total Property Tax Basis shall be the sum of the Individual Property Tax Basis for all Cotenants.
- (3) A Cotenant's Individual Property Tax Basis shall be divided by the Total Property Tax Basis. The resulting fraction shall be the Property Tax Percentage for such Cotenant.

Notwithstanding anything to the contrary in this Agreement, the Treasurer 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 Board. In addition, notwithstanding anything to the contrary in this Agreement, to the extent that the Treasurer determines that a Cotenant has overpaid or underpaid Property Tax, the Treasurer 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, Board or a manager failed to include such Property Tax in an Assessment or failed to provide Notice to the Party of such Property Tax.

*THIS PROVISION IS EXPRESSLY INTENDED TO PRESERVE THE PROPERTY TAX BASIS OF PRIOR OWNERS IN A PARTIAL SALE, AND TO MAKE BUYERS OF PARTIAL INTERESTS PAY TAX BASED ON THEIR PURCHASE PRICE JUST AS IF THEY BOUGHT A CONDOMINIUM OR SINGLE FAMILY HOME.*

- B. Insurance Costs.** The portion of Regular and Special Assessment levied for the cost of all insurance required by this Agreement (the "Association Insurance Costs") shall be allocated equally among the six (6) Cotenancy Shared.
- C. Repair Costs.** As provided in Article 6, 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".
- (1) Each Cotenant shall be responsible for his/her Individual Repair Costs.
  - (2) The portion of Regular and Special Assessment levied for all other Association Repair Costs shall be allocated equally among the six (6) Cotenancy Shared.
- 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 portion of Regular and Special Assessment levied for the cost of all other Utilities (also part of

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the "Association Utility Costs") shall be allocated equally among the six (6) Cotenancy Shared. 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 a Association Utility Cost, and reimburse the affected Cotenant for such cost on a monthly basis.

- E. Condominium Conversion Costs.** In the event the Property is converted to condominiums, the portion of Regular and Special Assessment levied for surveying fees, legal fees, application fees, inspection fees and recording fees (parts of the "Association Conversion Costs") shall be allocated equally among Cotenants. Costs associated with work on the Property that is required in connection with the conversion process shall be categorized as either Individual Repair Costs or Association Repair Costs as provided in Article 6, and the portion of Regular and Special Assessment levied for these Association Repair Costs shall be allocated as provided in Subsection C above.
- F. Management Costs.** The portion of Regular and Special Assessment levied for the costs of management (the "Management Costs") shall be allocated among the Cotenants equally.
- 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 Shared.

#### 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 for the next fiscal year in compliance with California Civil Code §1365. The Operating Budget shall consist of (i) the "Operating Expenses" which shall include Property Taxes, Association Insurance Costs, Association Utility Costs, Association Utility Costs, Management Costs, and an allowance for minor Association Repair Costs, and (ii) the Repair/Replacement Reserves. The Operating Budget shall include an Assessment and Reserve Funding Disclosure Summary in the form required by California Civil Code §1365.2.
- B. Creation, Approval and Distribution.** The Board shall adopt an Operating Budget at least forty five (45) days before the beginning of each fiscal year. The President shall prepare a draft Operating Budget and convene a Board Meeting to present it for adoption. No Director shall unreasonably withhold his/her approval of an Operating Budget. In general, a majority of Directors may approve an Operating Budget; however, if the Operating Budget would cause an increase of more than twenty percent (20%) in any Cotenant's Regular Assessment, Majority Cotenant Approval shall be required. Following adoption, the President shall distribute the Operating Budget, along with an Assessment and Reserve Funding Disclosure Summary in the form required by California Civil Code §1365.2, in compliance with California Civil Code §1365. An Operating Budget shall be distributed not less than thirty (30), nor more than ninety (90), days before the beginning of the fiscal year.

**C. Regular Assessments.**

- (1) Each Cotenant's allocated share of the various expenses and reserves comprising the Operating Budget shall be divided into equal monthly payments (the "Regular Assessments"). The cost of certain Utility service as described in Subsection 4.1D shall also be included in the Regular Assessment. No later than the first day of each month, each Cotenant shall provide his/her Regular Assessment to the Association.
- (2) In general, the Operating Budget shall determine the amount of the Regular Assessment. However, the Association may revise the Regular Assessment during the course of the year. Such a revision may be adopted by the Board unless the Cotenant voting provisions of this Agreement require Cotenant (rather than Board) approval.
- (3) The Association 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.
- (4) The very first Regular Assessment shall be due from all Cotenants (including Seller) on the first day of the first month after Seller conveys the first Cotenancy Share. As provided in Section 2.7, Seller shall be deemed the Cotenant for all unsold shares and consequently Seller shall also be obligated to pay the Regular Assessment for all Cotenancy Shares that have not been transferred, including any Cotenancy Shares that the Seller may retain.

**4.3 RESERVE STUDY.** At least once every three (3) years the Association shall conduct a competent and diligent visual inspection of the accessible areas of such major components and obtain a study of its requirements for Repair/Replacement Reserves. The study shall be conducted by a qualified individual or entity, and shall contain the following information:

- A. Identification of the major components of the Property that the Association is obligated to repair, replace, or maintain and which have a remaining useful life of less than thirty (30) years;
- B. An estimate of the remaining useful life of such components;
- C. An estimate of the cost of repair, replacement, restoration, or maintenance of such components at the end of their useful life; and
- D. An estimate of the total annual contribution necessary to defray such cost after subtracting currently available Repair/Replacement Reserves; and
- E. A "Reserve Funding Plan" that indicates how the Association plans to fund the contribution identified in Subsection D. The Reserve Funding Plan shall include a schedule of the date and amount of any change in Regular Assessment or Special Assessment that would be needed to sufficiently fund such plan. The Reserve Funding Plan shall be adopted by the Board at an open meeting. The Board must distribute their

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Reserve Funding Plan to all Cotenants along with the Association's annual Operating Budget.

The Association shall annually review the study and implement necessary adjustments to the Repair/Replacement Reserves component of the Assessments.

**4.4 SPECIAL ASSESSMENTS.** The Association may impose Special Assessments against the Cotenants to defray (i) Association Conversion Costs, (ii) the cost of construction, repair or replacement of capital improvements to portions of the Property which the Association is obligated to maintain, (iii) extraordinary expenses of the Association that were not anticipated in the Operating Budget, or (iv) any other purpose permitted by law. Special Assessments shall be imposed on all Cotenants. (Assessments imposed against fewer than all Cotenants shall be deemed "Reimbursement Assessments" rather than Special Assessments.) A Special Assessment may be approved by the Board unless the Cotenant voting provisions of this Agreement require Cotenant (rather than Board) approval. When a Special Assessment is approved, the Association shall provide Notice to each Cotenant stating the amount due from that Cotenant and the due date, and shall deliver such Notice to each Cotenant first class mail not less than thirty (30) nor more than sixty (60) calendar days before funds are due.

**4.5 USE OF REGULAR AND SPECIAL ASSESSMENTS.** Revenue raised through Regular and Special Assessments must be used to maintain, preserve and enhance the Property, or to promote the health, safety and general welfare of the Cotenants.

**4.6 REIMBURSEMENT ASSESSMENTS.** The Board may levy a Reimbursement Assessment against any Cotenant to enforce the Cotenant's obligations and responsibilities under the Agreement. The Association shall send a Notice to the affected Cotenant stating the amount due and the due date, and shall deliver such Notice by first class mail not less than thirty (30) nor more than sixty (60) calendar days before funds are due.

#### **4.7 ACCOUNT ADMINISTRATION.**

##### **A. Operating Account.**

- (1) **Basic Operating Account Requirements.** The "Operating Account" shall be the initial depository for all Association funds and the source of payment for all Association expenses. The Operating Account shall be maintained at a federally insured banking institution. A minimum balance of one thousand dollars (\$1,000) shall be maintained in the Operating Account at all times, and any shortfall in the minimum balance shall be recouped by Special Assessment.
- (2) **Disbursements From Operating Account.** Any Director, without prior authorization or approval, 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, Management Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs of less than five hundred dollars (\$500), and Association Repair Costs necessary to end an Emergency. All other disbursements ("Discretionary Disbursements") shall require an advance vote of the Board or the Cotenants. Discretionary Disbursements requiring a vote of the Cotenants (rather than the Board) are listed in the Cotenant voting provisions of

this Agreement. A Cotenant shall not be entitled to withdraw any funds from the Operating Account in connection with a transfer of his/her Cotenancy Share.

**B. Repair/Replacement Reserve Account.**

- (1) **Repair/Replacement Account Requirements.** The "Repair/Replacement Reserve Account" shall be the segregated depository for Repair/Replacement Reserves. The Repair/Replacement Reserve Account shall be maintained at a federally insured banking institution. A minimum balance of one thousand dollars (\$1,000) shall be maintained at all times, and any shortfall in the minimum balance shall be recouped by Special Assessment. Withdrawal shall require the signatures of two (2) Directors.
- (2) **Using Repair/Replacement Reserves.** The Association shall not expend Repair/Replacement Reserves for any purpose other than maintenance, repair or replacement, or litigation or arbitration involving maintenance, repair or replacement, of items that the Association is obligated to maintain, repair or replace. When the decision is made to use Repair/Replacement Reserves, or to temporarily transfer money from the Repair/Replacement Reserve Account, to pay for litigation, arbitration, or eviction, the Association shall provide Notice to the Cotenants of the decision and the availability of an accounting with the next available mailing, and thereafter prepare an accounting of the litigation or arbitration-related expenses at least quarterly and make the accounting available for inspection by Cotenants.
- (3) **Borrowing Repair/Replacement Reserves.** Repair/Replacement Reserves may be transferred to the Operating Account to meet short-term cash flow requirements or other expenses if the Board has provided Notice of the intent to consider the transfer in a properly prepared and transmitted Board meeting Notice which included the reasons the transfer is needed, some of the options for repayment, and whether a Special Assessment may be considered. If the Board authorizes the transfer, it shall issue a written finding, recorded in its minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Repair/Replacement Reserves. The transferred funds must be restored to the Repair/Replacement Reserve Account within one (1) year of the date it is initially transferred out, except that the Board may, after giving the same Notice required for considering a transfer, and making a written finding, supported by documentation, that a temporary delay would be in the best interest of the Association, temporarily delay the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the Repair/Replacement Reserve Account, and shall, if necessary, levy a Special Assessment to recover the full amount of the transferred funds within the time limits required by this Section.
- (4) **Repair/Replacement Reserves Disclosure.** The Association shall prepare and distribute a Reserve Funding Plan that indicates how the Board plans to fund the annual contribution to meet the Association's obligation for Repair/Replacement Reserves. The Association is also required to make the following disclosures about the Repair/Replacement Reserves as described in California Civil Code §1365.2.5: (i) Any deficiencies on a per Cotenancy Share basis; (ii) Whether the Board plans to defer repairs or replacement of any major

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component of Common Area, including a justification for the deferral; and (iii) Whether the Association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.

- C. **Quarterly Review Of Financial Status.** Quarterly or more frequently the Board shall (i) review and reconcile the most current statements for its Operating Account and Repair/Replacement Reserve Account from the financial institution where the Association maintains the accounts, and (ii) compare the current year's actual revenues and expenses to the budget.

#### 4.8 ASSOCIATION REPORTING.

- A. **Initial Balance Sheet and Statement.** Not later than sixty (60) days after the "Initial Balance Sheet Date", the Association shall prepare and distribute to all Cotenants a balance sheet as of the "Initial Balance Sheet Date", and an operating statement for the period from the date of the first conveyance of a Cotenancy Share to the "Initial Balance Sheet Date". The operating statement shall include a schedule of Assessments received and receivable, identified by the names of the Cotenants. For the purposes of this Subsection, the "Initial Balance Sheet Date" shall be the date that is the last day of the month closest in time to six months from the date of conveyance of the first Cotenancy Share.

- B. **Required Annual Disclosures.** Along with the Operating Budget, the Association shall distribute:

- (1) **Dispute Resolution Reminder.** A description of the Association's internal dispute resolution process (Section 11.11 of this Agreement), and a copy or summary of California Civil Code §1369.510 *et Seq.* along with the following statement: "Failure of a Party to comply with the alternative dispute resolution requirements of California Civil Code §1369.520 may result in the loss of your right to sue the Association or another Party regarding enforcement of this Agreement or the applicable law";
- (2) **Insurance Summary.** Information regarding the Association insurance coverage for property damage, general liability, earthquake (if any) and flood (if any) using the procedure described in California Civil Code §1365(e);
- (3) **Assessment and Collection Policy.** The notice described by California Civil Code §1365.1 relating to collections and related matters; and
- (4) **Alteration Approval Policy.** The Board shall distribute a summary of requirements for Board approval of alterations to the Property. The summary shall describe the types of changes that require approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

- C. **Annual Report.** Within one hundred and twenty (120) days after the close of the fiscal year, the Association shall prepare and distribute to each Cotenant an annual report for the previous year which includes a year-end balance sheet, an income statement, a

statement of cash flow for that fiscal year, and a statement of the place where the records of the names and addresses of the current Cotenants are maintained. The annual report shall mention that the statements were prepared without audit from the books and records of the Association.

**4.9 RECORDS TO BE PROVIDED BY SELLER.** Seller shall provide to the Association copies of the following documents as soon as they are readily obtainable to Seller, and regardless of how the Seller obtained such copies. This obligation shall begin ninety (90) days after the Effective Date, and continue until the earlier of either (i) the date on which last Cotenancy Share has been transferred by Seller, or (ii) three (3) years from the date of issuance of the most recent Final Public Report issued by the California Department of Real Estate for the Property:

- A. The signed TIC Agreement, and all amendments thereto, including the unit diagrams and all other exhibits;
- B. Any Rules adopted by the TIC;
- C. Any plans approved by the local agency or county where the Property is located for the construction or improvement of facilities that the TIC is obligated to maintain or repair; provided, however, that the plans need not be as-built plans and that the plans may bear appropriate restrictions on their commercial exploitation or use and may contain appropriate disclaimers regarding their accuracy;
- D. All notice of completion certificates issued for the Property;
- E. Any bond or other security device in which the TIC or Cotenants are beneficiary;
- F. Any written warranty being transferred to the TIC for Common Area equipment, fixtures or improvements.
- G. Any insurance policy procured for the benefit of the TIC or the Property;
- H. Any lease or contract to which the TIC is a party; and
- I. A list of the names, mailing addresses and telephone numbers of the Cotenants, TIC accounting records, and minutes of Cotenant and Board Meetings.

Any document provided by Seller pursuant to this Section shall be kept and made available for inspection as required by law.

**4.10 ACCESS TO ASSOCIATION RECORDS.** To the full extent required by California Civil Code §1365.2, the Association shall make its records available for inspection and copying by any Party or Party's designee, and by any Director.

## ARTICLE 5—MANAGEMENT BYLAWS

**5.1 DIRECTORS AND OFFICERS.** Except where this Agreement specifically provides otherwise, all of the activities of the Association shall be conducted, and all powers exercised, by and

under the direction of the Board. Without limiting the generality of the preceding sentence, it is expressly intended that whenever this Agreement states that the Association may or must make a decision, the decision is to be made by a vote of the Board rather than by the vote of the Cotenants. The only exception to this general rule is when this Agreement states that a particular decision or action requires the approval of specific Cotenants or of a specific number or percentage of Cotenants.

- A. Election of Board Members.** There shall be three (3) Directors. The initial Directors shall be appointed by Seller, and shall serve until the first Cotenant Meeting. Thereafter, Directors shall be elected at Annual Cotenant Meetings. Candidates must be Parties but are not required to have any other qualifications. Unless they resign or are removed, Directors shall serve until the next Annual Cotenant Meeting. Mid-term vacancies shall be filled by the Board. Parties may make nominations during the Cotenant Meeting, and may nominate themselves. The candidate receiving votes representing the largest amount of voting power shall be elected. Whenever two (2) or more Directors are elected, cumulative voting shall be used subject to the procedural requirements of California Corporations Code §7615(b). Voting for Directors shall be by secret written ballot. For so long as Seller holds a majority of the voting power, at least one (1) of the Directors shall be elected solely by the votes of Cotenants other than Seller.
- B. Removal/Resignation Of Board Members.** Directors may be removed (i) by Cotenant vote for any reason, and (ii) by Board vote if the Director fails to attend three (3) Regular Board Meetings in a calendar year. A Director shall automatically cease to be a Director when he/she ceases to be a Party. A Director may resign at any time by giving Notice to the Association. For so long as Seller holds a majority of the voting power, any Director elected solely by the votes of Cotenants other than Seller may be removed prior to the expiration of his/her term by Cotenant vote only if there are sufficient votes to remove him/her cast by Cotenants other than Seller.
- C. Timing and Location of Board Meetings.** Regular Board Meetings shall be held at least quarterly. Special Board Meetings may be convened by (i) the President or (ii) by any two (2) Directors other than the President. All Board Meetings shall be held within the Property. When permitted by law and authorized by the Board in its sole discretion, (i) a Board Meeting may be held in whole or in part by electronic transmission and/or electronic video screen communication, and (ii) Cotenants and Directors may participate in, and Directors may vote in, a Board Meeting held at a physical location by electronic transmission and/or electronic video screen communication.
- D. Notice of Board Meetings.** Except in the case of an Emergency, Notice of all Board Meetings shall be given to all Cotenants at least four (4) days prior to the meeting. Notice of a Board meeting must contain an agenda and may be distributed in the manner described in Section 11.2. Boards may only discuss and take action on items on the agenda included in the Notice. Emergency Board Meetings may be held without Notice if a quorum is present and either before or after the meeting each absent Director (i) signs a written waiver of Notice, (ii) gives consent in writing to the holding of the meeting, or (iii) approves the minutes of the meeting. All waivers, consents, or approvals shall be filed with the records of the Board and made a part of the minutes.
- E. Conduct of Board Meetings.** Board Meetings, except those held in executive session, shall be open to all Cotenants. Each such meeting shall include a Cotenant's forum when Cotenants shall be permitted a reasonable time to speak. Unless expressly



authorized by the Board, Cotenants other than Directors may not participate in any Board discussion or deliberation before or after the Cotenant's forum. A majority of the Directors shall constitute a quorum. Provided there is a quorum, decisions may be made by a majority of Directors present.

- F. **Executive Sessions.** The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon (i) personnel matters, (ii) litigation in which the Association is or may become involved, (iii) matters that relate to the formation of contracts with third parties, and (iv) any matter involving attorney-client privilege. In addition, the Board shall be required to convene an executive session to discuss and vote upon any matter relating to discipline of, or non-payment of assessments by, a Cotenant, and the Cotenant shall be given an opportunity to attend the session. The general nature of any business to be considered in executive session shall be announced in open session and noted in the minutes of the immediately following meeting that is open to all Cotenants. The details of business conducted in executive session shall be confidential and disclosed only to Directors and persons authorized by the Board to have access to such information.
- G. **Board Action Without Meeting.** The Board may act without a meeting provided (i) all Directors consent in writing to the action and (ii) an explanation of the action is posted in a prominent place in the Common Area within three (3) days.
- H. **Officers.** Each Director shall act as an officer of the Association throughout his/her term. If the Directors are unable to agree among themselves regarding who will act as which officer, they shall draw straws to determine their selection priority. No Director shall be permitted to resign from his/her office without also resigning as a Director. The Officers have the following titles and duties.

(1) **President.**

- (a) The President shall preside at all Board Meetings, supervise the execution of Board orders and resolutions, sign legal instruments as necessary, and act as the chief executive officer of the Association.
- (b) The President shall maintain keys to all Units and locked Exclusive Use Common Areas, but may enter these areas only in an Emergency.
- (c) At least once each Calendar year, the President shall prepare an "Annual Certificate of Validity" either in the form attached as Exhibit C, or in such other form as has been approved by all Lenders.
- (d) Promptly upon the request of the transferor of a Cotenancy Share or his/her agent, the President shall complete and sign an "Assumption and Release of Obligation" either in the form attached as Exhibit D, or in such other form as has been approved by all Lenders.
- (e) Promptly upon the request of any Cotenant seeking to refinance, the President shall complete and sign a "Refinance Certificate" either in the form attached as Exhibit E, or in such other form as has been approved by all Lenders.

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- (1) The President shall be the custodian of the original signed copies of this Agreement, including all amendments and modifications, all Annual Certificates of Validity, and all Assumption and Release of Obligation forms.
- (2) **Secretary.** The Secretary shall record the votes and keep the minutes of all Board and Cotenant Meetings, keep a current list of the names and addresses of Cotenants, and perform other duties as the Board may from time to time require.
- (3) **Treasurer.** The Treasurer shall maintain proper books of account and other appropriate financial records in accordance with standard accounting practices, and be responsible for ensuring compliance with the preparation and review of the financial documentation required by this Agreement. The Treasurer shall also act in place of the President in his/her absence due to his/her inability to act.
- I. **Director and Officer Compensation.** Directors and officers shall not be compensated, but may be reimbursed for expenses incurred in connection with Association business.

## 5.2 COTENANT DECISIONS.

- A. **Bypass Expenses.** For the purposes of this Section, the following shall be deemed "Bypass Expenses": (i) An expense required by an order of court; (ii) An expense necessary to repair or maintain portions of the Property for which the Association is responsible where a threat to personal safety is discovered; and (iii) An expense necessary to repair or maintain portions of the Property for which the Association is responsible that could not have been reasonably foreseen by the Board when the Operating Budget was prepared, provided the Board passes, and distributes to the Cotenants along with Notice of the Assessment imposition or increase triggered by the Bypass Expense, a resolution containing written findings as to the necessity of the expense and explaining why it was not and could not have been reasonably foreseen in the budgeting process.

- B. **Actions Requiring Majority Cotenant Approval.** The following actions require Majority Cotenant Approval:

- (1) Increasing Regular Assessments more than twenty percent (20%) unless the increase is based upon a Bypass Expense;
- (2) Approving a Special Assessment which, when added to all other Special Assessments levied during the same fiscal year, exceeds five percent (5%) of the budgeted gross expenses for that fiscal year, unless the Special Assessment is based upon a Bypass Expense;
- (3) Approving a "Discretionary Special Assessment", defined as a Special Assessment not imposed to pay Property Taxes, Association Insurance Costs, Management Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs for work which is required under this Agreement, or replenishment of the minimum balances in any Association deposit account;

- (4) 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 three thousand dollars (\$3,000);
- (5) Making certain decisions following Catastrophic Damage, as described in Section 11.12; and
- (6) Entering into a contract under which a third person will furnish goods or services for the Common Area or the Association for a term of longer than one (1) year.

The following actions require Majority Cotenant Approval plus the approval of each Cotenant whose usage rights would be diminished, or whose obligations would be increased, by the action:

- (7) Granting easements;
- (8) Except as specifically provided in this Agreement, altering, reconfiguring or redefining the boundaries of a Unit or Exclusive Use Common Area, reassigning usage rights to any area of the Property, changing any provision that would significantly diminish a development right explicitly granted by this Agreement, or significantly changing a usage right, such as a rental right, Occupant allowance or pet allowance;
- (9) Changing the allocation of responsibility for maintenance, repair or replacement of the Property between the individual Cotenants and the Association; and
- (10) Changing the method of allocating expenses or distributions among the Cotenants.

**C. Actions Requiring Unanimous Cotenant Approval.** The following actions require Unanimous Cotenant Approval:

- (1) Selling the entire Property; and
- (2) Engaging in any business other than the operation of the subject Property with Association funds.

**D. Cotenant Meetings.**

- (1) Decisions requiring a vote of the Cotenants may be made only at an "Annual Cotenant Meeting" or a "Special Cotenant Meeting". The Annual Cotenant Meeting shall be held once each calendar year on a weekday during the forth (4<sup>th</sup>) quarter as scheduled by the Board, provided that the first shall be held within six (6) months after the closing of the sale of the first Cotenancy Share. A

Special Cotenant Meetings shall be Promptly scheduled by the Board upon the request of any Cotenant.

- (2) All Cotenant Meetings held at a physical location shall be held on the Property, unless the Board determines for good reason that the meeting should be held at another location. Cotenant Meetings held at another location shall be convened at a place as close to the Property as possible. When permitted by law and authorized by the Board in its sole discretion, (i) a Cotenant Meeting may be held in whole or in part by electronic transmission and/or electronic video screen communication, and (ii) Cotenants may participate and vote in a Cotenant Meeting held at a physical location by electronic transmission and/or electronic video screen communication. Cotenant Meetings shall be conducted in accordance with a recognized system of parliamentary procedure, and Parties shall be permitted a reasonable time to speak. Except when this Agreement requires the approval of specific Cotenants, or a higher percentage of voting power, Majority Cotenant Approval shall be required for decisions at Cotenant Meetings.
- (3) The Association shall give Notice of Cotenant Meetings to each Cotenant at least ten (10) but not more than ninety (90) days before the meeting. The Notice shall state the place, date and time of the meeting, the means of electronic transmission or electronic video screen communication, if any, by which Cotenants may participate, and (i) in the case of a Special Cotenant Meeting, the general nature of the business to be transacted, and no other business may be transacted, or (ii) in the case of the Annual Cotenant Meeting, those matters which the Board, at the time the Notice is given, intends to present for action by the Cotenants. Notice of any Cotenant Meeting at which Directors are to be elected shall include the names of all nominees known at the time the Notice is given. Unless otherwise explicitly stated in the Notice, the voting period for any particular matter to be decided at the meeting shall begin when discussion of such matter closes and end ten (10) minutes later.
- (4) The presence in person or by proxy of individuals entitled to cast votes representing at least fifty percent (50%) of the total voting power shall constitute a quorum at a Cotenant Meeting. If there is not a quorum, no business may be transacted, except that persons representing a majority of the voting power present may schedule another Cotenant Meeting for a date between five (5) and thirty (30) days later. When this occurs, the Association need not give Notice of the rescheduled Cotenant Meeting. If there is a quorum at the beginning of a Cotenant Meeting, but some leave, those remaining may continue provided individuals entitled to cast votes representing twenty five percent (25%) of the total voting power remain; however, any action must be approved by individuals representing the level of voting power which would be required if a full quorum were present. For example, a matter requiring Majority Cotenant Approval would still need the vote of persons representing more than twenty five percent (25%) of the total voting power of all Cotenants. Those who submit written ballots but are not otherwise present in person or by proxy shall not be deemed present for the purpose of determining whether quorum requirements are satisfied.

**E. Additional Requirements For Certain Votes.** The following additional requirements shall apply to any Cotenant vote regarding Regular or Special Assessments, election of Directors, amendments to the TIC Agreement or Rules, or the assignment of exclusive

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usage of any portion of Common Area to any Cotenant or group of Cotenants (except as otherwise provided by law).

- (1) All voting shall be by secret ballot.
- (2) Ballots complying with applicable law and two (2) preaddressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every Cotenant not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, or assigned Unit number on the ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including all of the following:
  - (a) The ballot itself is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name, address, and lot, or parcel, or unit number that entitles him or her to vote.
  - (b) The second envelope is addressed to the inspector or inspectors of election, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the inspector or inspectors of election. The member may request a receipt for delivery.

All votes cast by written ballot shall be counted and tabulated by the inspector or inspectors of election in public at a properly Noticed open meeting of the Board or Cotenants. Any Cotenant may witness the counting and tabulation of the votes. No person shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The inspector of elections, or his or her designee, may verify the Cotenant's information and signature on the outer envelope prior to the meeting at which ballots are tabulated. Once the secret ballot is received by the inspector of elections, it shall be irrevocable. Each ballot received by the inspector of elections shall be treated as a member present at a meeting for purposes of establishing a quorum.

- (3) The Board shall appoint one (1) independent election inspector meeting all requirements imposed by law who shall perform all of the election inspection requirements imposed by law. The sealed ballots at all times shall be in the custody of the inspector of election or at a location designated by the inspector until after the tabulation of the vote and until the time allowed by California Corporations Code §7527 of the for challenging the election has expired, at which time custody shall be transferred to the Board. If there is a recount or other challenge to the election process, the inspector shall, upon written request, make the ballots available for inspection and review by a Cotenant or his authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.
- (4) The tabulated results of each election shall be promptly reported to the Board and shall be recorded in the minutes of the next Board meeting and shall be available for review by the Cotenants. Within fifteen (15) days of the election, the



Board shall publicize the tabulated results of the election in a communication directed to all Cotenants.

- (5) After transfer of the ballots to the Board, election ballots shall be stored by the Association in a secure place for no less than one (1) year after the date of the election. In the event of a recount or other challenge to the election process, the association shall, upon written request, make the ballots available for inspection and review by Cotenants or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

**F. Voting Without Meeting.** Any action which may be taken at Cotenant Meetings, except the election of Directors where cumulative voting is a requirement, may, in the Board's sole discretion, be taken without a meeting provided (i) a written ballot describing the proposed action, stating the number of responses needed to meet quorum requirements and the number of approvals required for passage, and providing an opportunity to specify approval or disapproval, is distributed to every Cotenant entitled to vote on the matter, (ii) Cotenants are provided a reasonable time to return the marked ballot to the Association, and (iii) the requirements of Subsection E are satisfied when they apply to the matter being decided. Approval of an action by written ballot shall be valid only if the number of votes cast within the specified time frame equals or exceeds the number required for a quorum at a meeting, and the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting. Ballots shall be provided to Cotenants in the same manner as Notice is given under this Agreement. A vote cast by written ballot may not be revoked.

**G. Voting Power and Abstention.** Each Cotenant shall have one (1) vote of equal weight and voting rights shall vest on the first day of the first month after Seller conveys the first Cotenancy Share. 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. If the Parties comprising a Cotenant are unable to agree how to cast their vote, they shall abstain. Parties absent at the time a duly Noticed vote is taken shall also abstain. So long as the Seller remains a Cotenant, any matter requiring a prescribed majority of the voting power of the Association shall require the vote of a bare majority of the total voting power of the Association plus the vote of the prescribed majority of the total voting power of the Cotenants other than the Seller.

**H. Proxies.**

(1) For the purpose of this Section, the following definitions shall apply:

- (a) "Proxy" means a written authorization signed by a Cotenant or the authorized representative of the Cotenant that gives another person or entity the power to vote on behalf of that Cotenant.
- (b) "Signed" means the placing of a Cotenant's name on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the Cotenant or authorized representative of the Cotenant.

- (2) Each Cotenant may vote in person by ballot or by proxy. Proxies shall not be construed or used in lieu of a ballot.
- (3) All proxies shall be deemed to be authentic and valid if they are written, dated, signed by the Cotenant, and filed with the Secretary before the vote is cast, and any vote cast under such a proxy shall be deemed effective.
- (4) Every proxy shall be revocable and shall automatically cease upon (i) conveyance of a Cotenant's interest, (ii) receipt of Notice by the Secretary of the death or judicially declared incompetence of the Cotenant, (iii) arrival of an expiration date stated in the proxy provided it is no later than eleven (11) months from the date the proxy was created, (iv) passage of eleven (11) months from date the proxy was created, or (v) prior to the receipt of the ballot by the inspector of elections as described in California Corporations Code §7613.

Any form of proxy or written ballot distributed by any person to Cotenants shall identify the person or persons authorized to exercise it, provide that the vote shall be cast in accordance with the choice specified by the Cotenant, state the length of time it will be valid, and afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon. Any proxy or written ballot distributed to Cotenants concerning election of Directors which names candidates shall provide that it shall not be mandatory that a named candidate be specified and shall not be voted if it has been marked in a manner indicating that the authority to vote for the election of Directors is withheld. Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain.

- I. **Suspension of Voting Rights.** During any period when a Cotenant is in Default, all voting rights of such Cotenant shall be suspended.

**5.3 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.

**5.4 PREPARATION, DISTRIBUTION AND INSPECTION OF MINUTES.** A proposed draft of the minutes, final draft of the minutes, or summary of the minutes of all Board (other than executive session) and Cotenant Meetings shall be prepared and made available to Cotenants within thirty (30) days of the meeting. The proposed minutes, final minutes, or summary minutes shall be distributed to any Cotenant upon request and reimbursement of the reasonable cost of the distribution. At the time of distribution of the *pro forma* operating budget, or at the time of any general mailing to all Cotenants, the Association shall provide Notice to all Cotenants (i) that they may inspect and copy the minutes, and (ii) how and where such an inspection can occur.

**5.5 DELEGATION TO MANAGER.** The Board may delegate its management duties, including the duties of any officer, to a manager or management company upon Majority Cotenant Approval. Nevertheless, the following powers may not be delegated: (i) to levy Assessments; (ii) to begin litigation; (iii) to make capital expenditures; (iv) to impose discipline for violation of this Agreement; or (v) to hold hearings.

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**ARTICLE 5 REPAIRS AND INSURANCE**

**6.1 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 Exclusive Use Common Area in a condition that does not impair the value or desirability of other Units and the Property as a whole:
  - (1) With regard to interior Exclusive Use Common Area, (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; and
  - (2) With regard to a decks area, all elements of the item that serve only the item itself, but not those elements that contribute to the existence or support of Common Area or of Exclusive Use Common Area assigned to another Cotenant. Where the deck is located above an interior or semi-enclosed area of the Property, the Cotenant shall also be responsible for any additional cost for maintenance, repair or replacement of roofing or waterproofing that is a consequence of the installation or existence of the deck. The Association shall perform the work of repairing or replacing the roofing or waterproofing, including any associated removal and replacement of the deck, and shall assess the incremental cost as a Reimbursement Assessment.
- 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.

**6.2 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.** 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.** 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 6.1B.

**6.3 CONSEQUENTIAL DAMAGE AND LOSS.** The following provisions shall supersede the general rules described in Sections 6.1 and 6.2.

**A. Damage Due To Conduct.**

(1) **Cotenant Responsibility.** Each Cotenant is responsible for the costs of all maintenance, repair or 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 or 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 6.3A, 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 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 be 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, water intrudes into the building from the side, and the interior of a Unit is damaged, 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.

#### 6.4 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 two million five hundred thousand dollars (\$2,500,000) 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.

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- (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) 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, or 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.
- (2) 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.
- (3) 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.

**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 receive 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.

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- (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.
- F. Other Insurance Requirements.** (1) If the Association has employees, it shall maintain workers' compensation insurance as required by law.
- (2) Each Association insurance policy shall (i) name the Association as trustee for policy benefits payable to the Cotenants, (ii) provide a waiver of subrogation rights against the Association, its officers and the Cotenants, (iii) state that coverage be primary and not affected by any other insurance held by a Cotenant, and (iv) require that at least thirty (30) days prior written notice be given to the Association by the insurer before cancellation.
- (3) The Association's insurance shall be written by an insurance company qualified to do business in California with a rating of at least an "A" by Best's Insurance Reports or equivalent.
- (4) All policies of insurance shall be reviewed at least annually and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent or as reasonably required by any lender.
- (5) The Association shall provide Notice to all Cotenants as soon as reasonably practical if any of its insurance policies: (i) lapses or is canceled and is not immediately renewed, restored or replaced; (ii) will undergo significant change such as a reduction in coverage or limits, or an increase in the deductible; or (iii) is subject to a notice of nonrenewal and replacement coverage will not be in effect at the time the existing coverage will lapse.

## 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 President 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 President 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 President shall (i) attempt to complete and submit a lottery ticket application, (ii) retain an attorney and/or land surveyor, (iii) levy a Special Assessment is 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 President 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 President and all Cotenants describing his/her desired outcome and the underlying reasons;
  - (3) If the President 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 President shall follow such specification; otherwise, the President 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 a President 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 President, in which case he/she shall be deemed to have all of the powers of the President 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 absent Unanimous Cotenant Approval.

## ARTICLE 8—SALES AND OTHER TRANSFERS

**8.1 GENERAL TRANSFER POLICY.** In view of the fact that this Agreement prohibits loans secured by the entire Property, the Agreement does not contain provisions relating to rights of first refusal, rights of rejection, and rights to purchase following death or incapacity. *ALL COTENANTS EXPRESSLY ACKNOWLEDGE THAT NO COTENANT, BOARD, OR TIC APPROVAL IS REQUIRED FOR A VALID TRANSFER OF A COTENANCY SHARE, AND NO ONE HAS THE RIGHT TO MEET, ASSESS, OR REJECT A PROSPECTIVE TRANSFEREE.*

**8.2 TRANSFER NOTIFICATION AND SIGNATURE REQUIREMENT.** Prior to transferring any interest in the Property, each transferring Party shall provide Notice to each Cotenant of his/her intention to do so. No transfer of any interest in the Property shall be permitted unless the transferee has executed an "Assumption and Release of Obligations" either in the form attached as Exhibit D, or in such other form as has been approved by all Lenders (as that term is defined in Section 9.3). It shall be the responsibility of the Party transferring an interest in the Property to ensure that the notification 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. Without limiting the generality of the preceding sentence, *IT IS EXPRESSLY PROVIDED THAT IF AN INTEREST IS TRANSFERRED WITHOUT THE TRANSFEREE HAVING SIGNED A DOCUMENT EXPLICITLY AGREEING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, THE ASSOCIATION AND ANY PARTY IS EMPOWERED 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 TRANSFEREE WHO DID NOT SIGN IS NO LONGER THE OWNER OF ANY INTEREST IN THE PROPERTY, OR 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 THAT THE PARTY WHO TRANSFERRED HIS/HER INTEREST WITHOUT COMPLYING WITH THIS SECTION IS RESPONSIBLE FOR ALL ASSOCIATED COSTS.* 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

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any successor to such person, including any trustee, receiver, executor, conservator, or similar person.

**8.3 TRANSFEREE AND SUCCESSOR OBLIGATION.** For the purposes of this Section, the term "transferee" shall be deemed to include any successor, assign 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 AND ENCUMBRANCES

**9.1 GENERAL PROHIBITION AGAINST ENCUMBRANCES.** 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 Unanimous Cotenant Approval. 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 California 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 Cotenant who contracted for the work associated with the lien.

**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.

**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) 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.

**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

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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, 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 Owner Through Foreclosure shall be permitted to undertake an Ellis Act eviction of such renters as provided in Section 3.3D. In such event, the following provisions shall apply.
  - (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.

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(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 Notice of Final Intent shall be an Actionable Violation. 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 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. 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 §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

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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) Abandonment of the Property, termination of the TIC Agreement in cases of Catastrophic Damage, or any action which would trigger a legal requirement or claim that any previously owner-occupied portion of the Property be rented; At the Lender's option, Loan Document may provide that any of these events (abandonment of the Property, termination of the TIC Agreement in cases of Catastrophic Damage, or any action which would trigger a legal requirement or claim that any previously owner-occupied portion of the Property be rented, without the prior written consent of Lender), will automatically be deemed to impair Lender's security interest in the Property, and may require that any insurance proceeds shall be used to pay Lender (which requirement shall be honored by the Association);
- (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 are 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 President to be a true and correct copy, 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;

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- (2) 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;
- (3) 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;
- (4) 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
- (5) 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 an encumbrance:

- (1) The right and license at any time during the term 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 a Loan Document, the terms of this Subsection shall be superceded by the Loan Document.

**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 the Cotenant list, books of accounts, financial statements, and minutes of Board and Cotenant meetings, for any purpose reasonably related to their interests as a Lender. The Cotenant list shall contain the names, mailing addresses, telephone numbers and voting rights of each Cotenant. The Board 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 should be during normal business hours and within fifteen (15) business days of receipt of said notice of request in the City where the Property is located.
- N. Bankruptcy Effect.** The initiation of any proceedings under the United States Bankruptcy Code by Lender's Borrower, any Cotenant, or the Association, shall not operate to alter, supersede or diminish any rights of the Lender under the TIC Agreement.
- O. Condominium Conversion Effect.** Subdivision of the Property into individual 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 mediation and arbitration 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 the Board, 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. 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 11.11, 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.

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**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 Association may, upon Board vote, reduce the Offering Price 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. Upon Board approval, 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.

Owner Initials:

TV

Owner Initials:

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- (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. The Board 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 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.

**10.5 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 VALUATION.** 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 the Appraisal Initiation Date. 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 Treasurer 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 Treasurer 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.** Notices shall be considered properly given to the Association when they are properly given to the President.

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 as otherwise provided in this Agreement, a notice, document or report permitted or required by this Agreement or by law shall be in writing and deemed received by the person to whom it is given upon either (i) personal delivery, (ii) expiration of forty-eight (48) hours after deposit in the United States mail (first-class, registered or certified), postage prepaid and addressed to the current or, if unavailable, to the last known address of the person to be notified, or (iii) when permitted by law, by electronic transmittal (the "Effective Date" of the Notice).

**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 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.

**11.5 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.

**11.6 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.



**11.7 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.

**11.8 AMENDMENTS.** This Agreement may be amended with Majority Cotenant Approval provided that the amendment would not effectively circumvent more specific voting requirements within the document.

**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 ENFORCEMENT.**

- A.** The Association shall exercise prudent business judgment in determining whether, when and how to enforce this Agreement. The Association is authorized to impose fines, suspend voting rights, and impose any other disciplinary action for violation of this Agreement to the fullest extent permitted by California law. Before a policy involving the imposition of monetary penalties takes effect, and any time such penalties are revised, the Association shall provide each Cotenant with a written schedule of penalties. Each Cotenant shall have a right of action against another Cotenant or the Association for failure to comply with this Agreement or with a decision of the Association. A failure by the Association to enforce any provision of this Agreement on one or more occasions shall not be deemed a waiver or estoppel of the Association's right to enforce a similar or other violation of this Agreement.
- B.** When the Board is to meet to consider discipline of a Cotenant, it shall provide Notice to the Cotenant delivered personally or by first class mail at least fifteen (15) days before the meeting. The Notice shall contain the date, time and place of the meeting, a description of the alleged violation, and a statement that the Cotenant may attend and address the Board either in open session or in executive session. If the Board imposes discipline, it shall provide Notice to the Cotenant delivered personally or by first class mail within ten (10) days following the action. A disciplinary action shall not be effective against a Party unless the Board fulfills the procedural requirements of this Section. The "Effective Date" of a Notice either shall be the date of personal delivery or three (3) business days after mailing. If any Notice addressed to a Party at the last known address of that Party is returned by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the Notice to the Party at that address, all future Notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Party on written demand of the Party at the home of the President for a period of one (1) year from the date of the giving of the Notice. The Association may not impair a Cotenant's right to use and enjoy his/her assigned Unit as part of any disciplinary action.

**11.11 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, and does not intend to record a lien against a Cotenant's ownership

interest in the Property as described in Section 10.4, 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. Internal Procedure.** In any dispute between the Association and a Cotenant that is not governed by the Cotenant discipline procedures described in Section 11.10, the alteration approval procedures described in Section 3.11C, or the alteration non-compliance procedures described in Section 3.11E, either party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing. A Cotenant may refuse such a request, but the Association may not. When a meet and confer request is accepted, the Board shall designate a Director to meet and confer, and the Cotenant and designated Director shall meet promptly at a mutually convenient time and place. The designated Director must make him/herself available for the meeting within thirty (30) days of the meet and confer request by a Cotenant. At the meeting, the parties shall explain their positions to each other, and confer in good faith in an effort to resolve the dispute. If the dispute is resolved, it shall be memorialized in writing as an agreement, and signed by the Cotenant and the Director. Such an agreement shall bind the Cotenant and the Association, and shall be judicially enforceable (subject to the binding arbitration requirements of this Agreement), provided (i) it is not in conflict with law or this Agreement, and (ii) it is either consistent with the authority granted by the Board to the designated Director or is later ratified by the Board. A Cotenant shall not be charged a fee to participate in this process. Neither a Cotenant nor the Association shall be required to participate in this process if the dispute is related to Cotenant discipline procedures described in Section 11.10, the alteration approval procedures described in Section 3.11C, or the alteration non-compliance procedures described in Section 3.11E.

**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.

**11.12 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 one hundred thousand dollars (\$100,000) 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 one hundred thousand dollars (\$100,000) 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 11.14. 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.

**11.13 PARTITION.** Each Party agrees to waive his/her right to seek partition as described in Section 9.3.

**11.14 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 the "Relative Value Percentage" of their assigned Units and Exclusive Use Common Areas. Determined as follows: the Association shall obtain an Appraised Value of each Cotenant's assigned Unit and Exclusive Use Common Area as described in Section 11.1, 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. Unless otherwise agreed by all Cotenants and all Lenders, distributions allocations shall not be based upon the manner or percentage in which title to the Property is held, or the manner in which any ownership expense is allocated.

**11.15 OTHER GENERAL PROVISIONS.** 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. 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. To the extent that recourse to any court is permitted by this Agreement, 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.

**11.16 LEGAL ACTIONS.** The Association may institute, defend, settle or intervene in litigation, mediation, arbitration or administrative proceedings in any matter relating to the Property including but not limited to (i) enforcement of this Agreement, (ii) damage to the Common Area, (iii) damage to other parts of the Property which the Association is obligated to maintain or repair, or (iv) damage to Units or Exclusive Use Common Areas which arises out of, or is integrally related to, damage to the Common Areas or other parts of the Property which the Association is obligated to maintain or repair. The Association shall not be required to conduct inspections, maintain inspection records, exhaust any applicable casualty insurance coverage, or provide an opportunity to cure prior to initiating a civil action.

**11.17 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. For the purposes of this Section: (i) attorney fees shall include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third Party examinations; (d) discovery; and (e) bankruptcy litigation and (ii) prevailing Party shall mean the Party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

**11.18 ATTORNEY DISCLOSURES.** The Parties acknowledge that the legal and tax aspects of Cotenancy have not yet been fully tested through litigation in the court or tax system. The Parties acknowledge that they have been advised to independently hire economic, tax and legal counsel to evaluate and review the financial, tax and legal consequences of this transaction and this Agreement. The Parties acknowledge that they have either conducted their own independent tax and legal analysis of each of the terms of this Agreement or hereby knowingly waive their right to do so.

**11.17 SIGNATURE AND CERTIFICATION.** Each Party to this Agreement hereby states that he/she has read and fully understands all of the terms and conditions of this Agreement, and that he/she agrees to abide by each and every one of them. Each Party further represents that, to the best of his/her knowledge as of the date he/she signs the Agreement, the information on Exhibit B to this Amendment is correct, and no individual or entity not listed on Exhibit B to this Amendment has an ownership in the Property or any obligations under the Agreement. Each Party shall assume all of the duties and obligations, and shall be entitled to all the rights and benefits, of his/her assigned Cotenancy Share as shown on Exhibit B. Each Party to this Agreement shall signify all of the above by doing all of the following: (i) Initialing the bottom of each page of the Agreement; (ii) Initialing Exhibit B ("Cotenancy Identities") in the space adjacent to the Cotenancy Share he/she is acquiring; and (iii) Signing an "Assumption and Release of Obligations" in the form attached to this Agreement as Exhibit D.

THE SELLER: Phoenix Rabbit, LLC, a California limited liability company, by



Christina Tse, Managing Member

DATE 2/14/12

Owner Initials:

Owner Initials:

AS 28M  
A.C.  
MUM

# UNIT DIAGRAMS

## EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF 424, 426, 428, 430, 432 AND 434 FRANCISCO STREET SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011

### GENERAL NOTES:

1. 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.
2. THE COMMON AREA CONSISTS OF THE ENTIRE PROPERTY EXCEPT FOR THE UNITS.
3. EXCLUSIVE USE COMMON AREA CONSISTS OF THOSE PORTIONS OF COMMON AREA RESERVED FOR THE EXCLUSIVE USE OF A PARTICULAR CO-TENANT IN THIS AGREEMENT, AND ANY OTHER BUILDING COMPONENT DESIGNED TO SERVE ONLY ONE UNIT BUT LOCATED OUTSIDE THE INTERIOR BOUNDARIES OF THAT UNIT.
4. THE DIMENSIONS AND ELEVATIONS OF ALL UNITS ARE INTENDED TO BE THE UNFINISHED FLOORS, WALLS, AND CEILINGS OF THE UNIT.
5. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
6. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
7. ALL WALLS ARE 0.5' THICK UNLESS OTHERWISE NOTED.
8. THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON CITY OF SAN FRANCISCO DATUM. THE BENCHMARK FOR THIS SURVEY IS THE FOUND "A" CUT ON THE OUTER RIM OF THE STORM WATER INLET AT THE SOUTHEAST CORNER OF FRANCISCO STREET AND MASON STREET. ELEVATION=4.443
9. THE AREAS LABELED S#A, S#B, S#C, S#D, S#E AND S#F, SHOWN ON SHEET 2, ARE STORAGE SPACES. EXCLUSIVE USE OF EACH STORAGE SPACE MAY BE ASSIGNED AS AN APPURTENANCE TO A PARTICULAR UNIT.
10. THE AREA LABELED D-424, SHOWN ON SHEET 3, IS A DECK AREA. EXCLUSIVE USE OF THIS DECK AREA WILL BE BE ASSIGNED AS AN APPURTENANCE TO UNIT #424.



LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200  
JOB#05-2238 DRAWING-2238FRANDWG

SHEET  
1 OF 5



# UNIT DIAGRAMS

## EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF 424, 426, 428, 430, 432 AND 434 FRANCISCO STREET SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10


JANUARY 2011

### GENERAL NOTES:

1. 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.
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3. EXCLUSIVE USE COMMON AREA CONSISTS OF THOSE PORTIONS OF COMMON AREA RESERVED FOR THE EXCLUSIVE USE OF A PARTICULAR CO-TENANT IN THIS AGREEMENT, AND ANY OTHER BUILDING COMPONENT DESIGNED TO SERVE ONLY ONE UNIT BUT LOCATED OUTSIDE THE INTERIOR BOUNDARIES OF THAT UNIT.
4. THE DIMENSIONS AND ELEVATIONS OF ALL UNITS ARE INTENDED TO BE THE UNFINISHED FLOORS, WALLS, AND CEILINGS OF THE UNIT.
5. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
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7. ALL WALLS ARE 0.5' THICK UNLESS OTHERWISE NOTED.
8. THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON CITY OF SAN FRANCISCO DATUM. THE BENCHMARK FOR THIS SURVEY IS THE FOUND "A" CUT ON THE OUTER RIM OF THE STORM WATER INLET AT THE SOUTHEAST CORNER OF FRANCISCO STREET AND MASON STREET. ELEVATION=4.443
9. THE AREAS LABELED S#A, S#B, S#C, S#D, S#E AND S#F, SHOWN ON SHEET 2, ARE STORAGE SPACES. EXCLUSIVE USE OF EACH STORAGE SPACE MAY BE ASSIGNED AS AN APPURTENANCE TO A PARTICULAR UNIT.
10. THE AREA LABELED D-424, SHOWN ON SHEET 3, IS A DECK AREA. EXCLUSIVE USE OF THIS DECK AREA WILL BE BE ASSIGNED AS AN APPURTENANCE TO UNIT #424.



4/14/2011

READ & APPROVED  
BY:   
BY:   
Smith

LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200  
JOB#05-2238 DRAWING=2238FRAN.DWG

SHEET  
1 OF 5

# UNIT DIAGRAMS

## EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF 424, 426, 428, 430, 432 AND 434 FRANCISCO STREET SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL I 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011

### GENERAL NOTES:

1. 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.
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7. ALL WALLS ARE 0.5' THICK UNLESS OTHERWISE NOTED.
8. THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON CITY OF SAN FRANCISCO DATUM. THE BENCHMARK FOR THIS SURVEY IS THE FOUND "X" CUT ON THE OUTER RIM OF THE STORM WATER INLET AT THE SOUTHEAST CORNER OF FRANCISCO STREET AND MASON STREET. ELEVATION=4.443
9. THE AREAS LABELED S#A, S#B, S#C, S#D, S#E AND S#F, SHOWN ON SHEET 2, ARE STORAGE SPACES. EXCLUSIVE USE OF EACH STORAGE SPACE MAY BE ASSIGNED AS AN APPURTENANCE TO A PARTICULAR UNIT.
10. THE AREA LABELED D-424, SHOWN ON SHEET 3, IS A DECK AREA. EXCLUSIVE USE OF THIS DECK AREA WILL BE BE ASSIGNED AS AN APPURTENANCE TO UNIT #424.



4/14/2011

**READ & APPROVED**

BY: Johnny V

BY: Johnny V

LANGFORD LAND SURVEYING



424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200

JOB#05-2238 DRAWING=2238FRAN.DWG

SHEET  
1 OF 5

# UNIT DIAGRAMS

## EXHIBIT 'A' TO THE TENANCY IN COMMON AGREEMENT OF 424, 426, 428, 430, 432 AND 434 FRANCISCO STREET SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011

### GENERAL NOTES:

1. 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.
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9. THE AREAS LABELED S#A, S#B, S#C, S#D, S#E AND S#F, SHOWN ON SHEET 2, ARE STORAGE SPACES. EXCLUSIVE USE OF EACH STORAGE SPACE MAY BE ASSIGNED AS AN APPURTENANCE TO A PARTICULAR UNIT.
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4/14/2011

**READ & APPROVED**  
BY: *[Signature]*  
BY: *[Signature]*  
*man of marthe*

LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200  
JOB#05-2238 DRAWING-2238FRANDWG

SHEET  
1 OF 5

# UNIT DIAGRAMS

## EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF 424, 426, 428, 430, 432 AND 434 FRANCISCO STREET SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011

### GENERAL NOTES:

1. 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.
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**READ & APPROVED**

BY: Sherlyn Chew

BY: Sherlyn Chew



4/14/2011

LANGFORD LAND SURVEYING



424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200

JOB#05-2238 DRAWING=2238FRAN.DWG

SHEET  
1 OF 5

# UNIT DIAGRAMS

EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF  
424, 426, 428, 430, 432 AND 434 FRANCISCO STREET  
SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011



45.833'

## LEVEL ONE

UPPER ELEVATION=8.1 U.O.N.

LOWER ELEVATION=1.0 U.O.N.

### GENERAL NOTES:

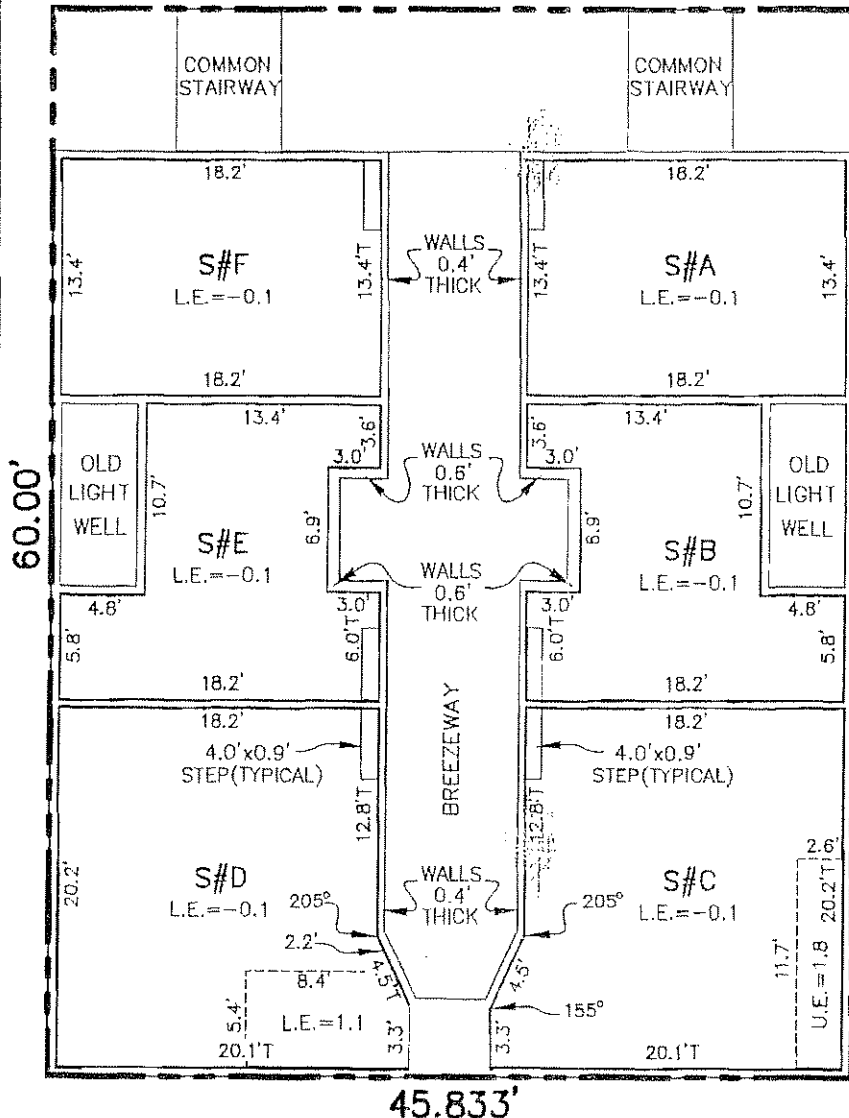
1. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
2. ALL WALLS THIS LEVEL ARE 0.5' THICK UNLESS OTHERWISE NOTED.
3. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
4. THE ELEVATIONS SHOWN ON THIS SHEET ARE BASED ON CITY OF SAN FRANCISCO DATUM. THE BENCHMARK FOR THIS SURVEY IS THE FOUND "A" CUT ON THE OUTER RIM OF THE STORM WATER INLET AT THE SOUTHEAST CORNER OF FRANCISCO STREET AND MASON STREET. ELEVATION=4.443

U.E.=UPPER ELEVATION L.E.=LOWER ELEVATION

SQ. FT. = SQUARE FEET

T = TOTAL DISTANCE

U.O.N = UNLESS OTHERWISE NOTED



45.833'

FRANCISCO STREET

GRAPHIC SCALE



( IN FEET )

1 INCH = 10 FEET

LANGFORD LAND SURVEYING

424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200

JOB#05-2238 DRAWING=2238FRAL.DWG

SHEET

2 OF 5

POWELL STREET

# UNIT DIAGRAMS

EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF  
424, 426, 428, 430, 432 AND 434 FRANCISCO STREET  
SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
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ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011



45.833'

## LEVEL TWO

UPPER ELEVATION=18.7 U.O.H.

LOWER ELEVATION=9.1 U.O.H.

### GENERAL NOTES:

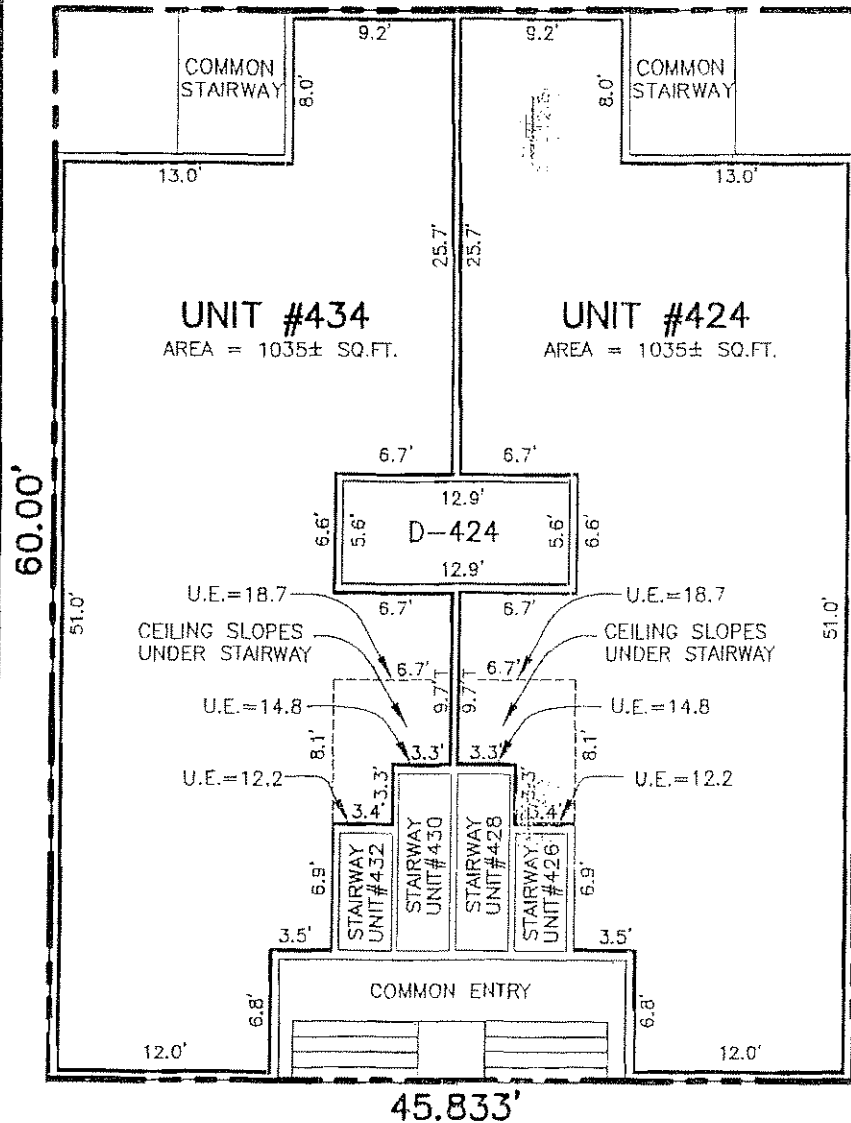
1. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
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U.E.=UPPER ELEVATION L.E.=LOWER ELEVATION

SQ. FT. = SQUARE FEET

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U.O.H. = UNLESS OTHERWISE NOTED



60.00'

51.0'

POWELL STREET

91.668'

FRANCISCO STREET

GRAPHIC SCALE



( IN FEET )

1 INCH = 10 FEET

LANGFORD LAND SURVEYING



424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200

JOB#05-2238 DRAWING-2238FRAN.DWG

SHEET  
3 OF 5



# UNIT DIAGRAMS

EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF  
424, 426, 428, 430, 432 AND 434 FRANCISCO STREET  
SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011



45.833'

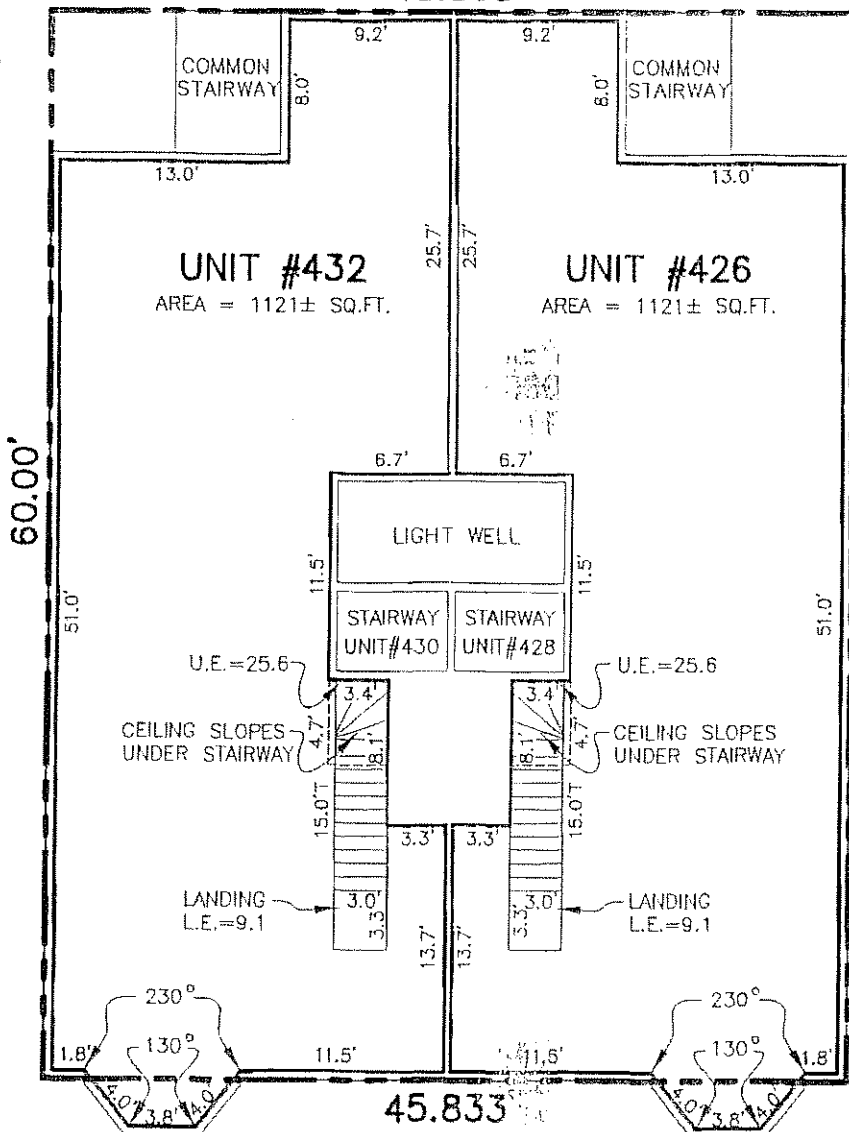
## LEVEL THREE

UPPER ELEVATION=29.3 U.O.N.

LOWER ELEVATION=19.7 U.O.N.

### GENERAL NOTES:

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  3. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
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SQ. FT. = SQUARE FEET  
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U.O.N = UNLESS OTHERWISE NOTED



GRAPHIC SCALE

FRANCISCO STREET

POWELL STREET



( IN FEET )  
1 INCH = 10 FEET

LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
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JOB#05-2238 DRAWING-2238FRAN.DWG

SHEET  
4 OF 5

# UNIT DIAGRAMS

EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF  
424, 426, 428, 430, 432 AND 434 FRANCISCO STREET  
SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
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JANUARY 2011

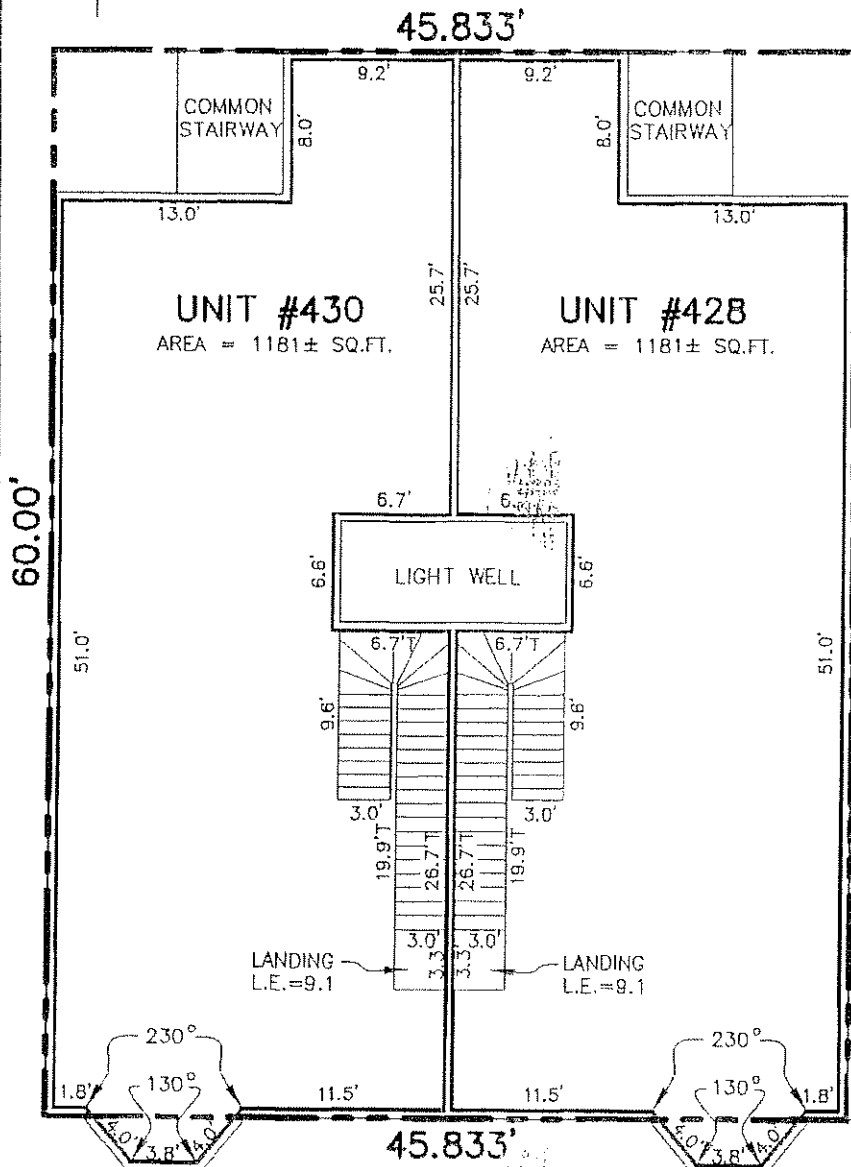


## LEVEL FOUR

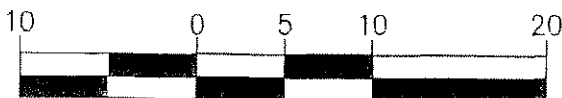
UPPER ELEVATION=39.9 U.O.N.  
LOWER ELEVATION=30.3 U.O.N.

### GENERAL NOTES:

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GRAPHIC SCALE



( IN FEET )

1 INCH = 10 FEET

LANGFORD LAND SURVEYING



424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200

JOB#05-2238 DRAWING=2238FRAN.DWG

SHEET  
5 OF 5

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

NAME	INITIALS	UNIT	PRICE	TITLE %	E.U.C.A.
<b>Cotenant One:</b> Lena M, Lena Q, Larry Lionetti		424	\$561,780	1/6	D-424 S - C
<b>Cotenant Two:</b> Adam Smith		426	\$604,000	1/6	S - A
<b>Cotenant Three:</b> Johnny Vu		428	\$	Updated Exhibit B	S - D
<b>Cotenant Four:</b> Manoj Marathe		430	\$64.		S - B
<b>Cotenant Five:</b> Sherlyn Chew		432	\$595,000	1/6	S - F
<b>Cotenant Six:</b> Lena M, Lena Q, Larry Lionetti		434	\$551,780	1/6	S - E

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

NAME	INITIALS	UNIT	PRICE	J.C.A.
Cotenant One: Phoenix Rabbit LLC		424	\$579, <i>original exhibit B</i>	D-424 S - A
Cotenant Two: Phoenix Rabbit LLC		426	\$609,000 <i>Vu + Chew</i>	S - B
Cotenant Three: Johnny Vu		428	\$650,000 16.67	S - D
Cotenant Four: Phoenix Rabbit LLC		430	\$609,000 16.67	S - C
Cotenant Five: Sherlyn Chew		432	\$595,000 16.67	S - F
Cotenant Six: Phoenix Rabbit LLC		434	\$569,000 16.67	S - E

**READ & APPROVED**

BY: *Johnny Vu*

BY: \_\_\_\_\_

*Johnny Vu*

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

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<b>Cotenant Three:</b> Johnny Vu		428	\$650,000	1/6	S - D
<b>Cotenant Four:</b> Manoj Marathe		430	\$644,000	1/6	S - B
<b>Cotenant Five:</b> Sherlyn Chew		432	\$595,000	1/6	S - F
<b>Cotenant Six:</b> Lena M, Lena Q, Larry Lionetti		434	\$551,780	1/6	S - E

**READ & APPROVED**

BY: 

BY: 

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

NAME	INITIALS	UNIT	PRICE	TITLE %	E.U.C.A.
<b>Cotenant One:</b> Lena M, Lena Q, Larry Lionetti		424	\$561,780	16.67	D-424 S - C
<b>Cotenant Two:</b> Adam Smith		426	\$604,000	16.67	S - A
<b>Cotenant Three:</b> Johnny Vu		428	\$650,000	16.67	S - D
<b>Cotenant Four:</b> Manoj Marathe <i>Zofia Baczek - Manoj Marathe ZBY</i>	<i>Z M/M</i>	430	\$644,000	16.67	S - B
<b>Cotenant Five:</b> Sherlyn Chew		432	\$595,000	16.67	S - F
<b>Cotenant Six:</b> Lena M, Lena Q, Larry Lionetti		434	\$551,780	16.67	S - E

**READ & APPROVED**  
BY: *Zofia Baczek*  
BY: *[Signature]*



**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

NAME	INITIALS	UNIT	PRICE	TITLE %	E.U.C.A.
<b>Cotenant One:</b> Lena M, Lena Q, Larry Lionetti		424	\$561,780	1/6	D-424 S - C
<b>Cotenant Two:</b> Adam Smith		426	\$604,000	1/6	S - A
<b>Cotenant Three:</b> Johnny Vu		428	\$650,000	1/6	S - D
<b>Cotenant Four:</b> Manoj Marathe		430	\$644,000	1/6	S - B
<b>Cotenant Five:</b> Sherlyn Chew		432	\$595,000	1/6	S - F
<b>Cotenant Six:</b> Lena M, Lena Q, Larry Lionetti		434	\$551,780	1/6	S - E

**READ & APPROVED**

BY: [Signature]  
BY: Beulah - Manoh  
Marathe

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT C--ANNUAL CERTIFICATE OF VALIDITY**

**THIS ANNUAL CERTIFICATE OF VALIDITY** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). The purpose of this Annual Certificate is to maintain an annual record of all changes to the Agreement since the Effective Date, in accordance with Section 6.3C of the Agreement.

1. **AMENDMENTS:** Since the Effective Date of the Agreement, the following Amendments have been made to the Agreement. True and correct copies of all Amendments are attached to this Annual Certificate.

Date of Amendment	Title of Amendment

2. **TRANSFER OF OWNERSHIP:** Since the Effective Date of the Agreement, the following Cotenancy Shares have been transferred. True and correct copies of all "Assumption and Release of Obligations" for each transfer are attached to this Annual Certificate.

Date of Transfer	Cotenancy Share Number

3. **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, the names of all occupants, the rental amount, and the remaining duration of any rental agreement.

Unit #	Names of All Tenants and Occupants	Rent	Lease End

In order to validate this Annual Certificate, (i) at least one (1) representative of each Cotenant and the President must sign below and (ii) the President's signature must be notarized. (Signatures on following page)

THE COTENANTS:

\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE

THE PRESIDENT:

\_\_\_\_\_  
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 \_\_\_\_\_

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 1" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Lena Q Lionetti ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$61,780. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property:

D-424, S-C

Lena Q Lionetti

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEEE SIGNATURE AND DATE:

[Signature] 2/10/12  
DATE

TRANSFEEEE INITIALS:

CO-TRANSFEEEE SIGNATURE AND DATE:

[Signature] 2/10/12  
DATE

CO-TRANSFEEEE INITIALS:

TRANSFEROR SIGNATURE AND DATE:

[Signature] 2/14/12  
DATE

CO-TRANSFEROR SIGNATURE AND DATE:

DATE

PRINTED NAME OF PRESIDENT:

Christina Tse, Manager

Manager Signature

DATE

2/14/12

State of California

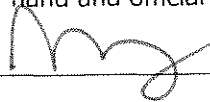
County of San Francisco

On 10th day of February, 2012 before me, Nicholas J. Shanta a Notary Public, personally appeared Larry D. Lionetti and Lena Q. Lionetti, 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.

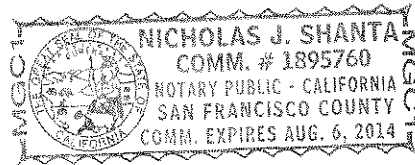
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_



Name: Nicholas J. Shanta  
(typed or printed)



(Seal)

State of California

County of San Francisco

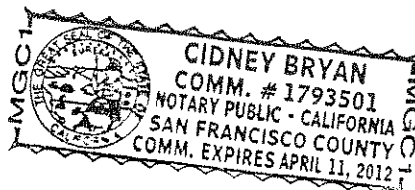
On 14th day of February, 2012 before me, Sidney Bryan a Notary Public, personally appeared Christina Tse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Sidney Bryan  
(typed or printed)



(Seal)



**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 2" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Adam Smith ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$604,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: 426 Francisco Street.

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEEE SIGNATURE AND DATE: \_\_\_\_\_

DATE

TRANSFEEEE INITIALS: \_\_\_\_\_

CO-TRANSFEEEE SIGNATURE AND DATE: \_\_\_\_\_

DATE

CO-TRANSFEEEE INITIALS: \_\_\_\_\_

TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

PRINTED NAME OF PRESIDENT: \_\_\_\_\_

Manager Signature

DATE

STATE OF CALIFORNIA

COUNTY OF

ON 2/13/13 before me, Nicholas J Shanta  
personally appeared Adam Smith

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



State of California

County of San Francisco

On 14th day of February, 2012 before me, Cidney Bryan a Notary Public, personally appeared Christina Tse, 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: Cidney Bryan  
(typed or printed)



(Seal)

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 3" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Johnny Vu ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$650,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: 428 Francisco Street.

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEEE SIGNATURE AND DATE: Johnny Vu 01/10/2012  
DATE

TRANSFEEEE INITIALS: JV

CO-TRANSFEEEE SIGNATURE AND DATE: \_\_\_\_\_  
DATE

CO-TRANSFEEEE INITIALS: \_\_\_\_\_

TRANSFEROR SIGNATURE AND DATE: [Signature] 2/14/12  
DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_  
DATE

PRINTED NAME OF PRESIDENT: Christian Tse Manager  
[Signature] 2/14/12  
Manager Signature DATE

State of California

County of San Francisco

On January 10, 2012 before me, A. Foley, a Notary Public, personally appeared Johnny Wu

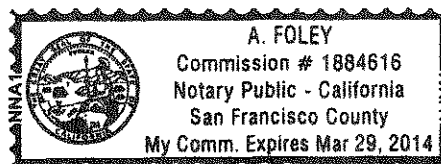
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Name: A. Foley  
(typed or printed)



(Area reserved for official notarial seal)

State of California

County of San Francisco

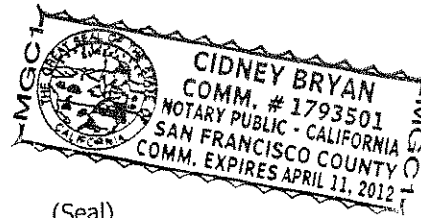
On 14th day of February, 2012 before me, Cidney Bryan a Notary Public, personally appeared Christina Tse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Cidney Bryan  
(typed or printed)



(Seal)



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 \_\_\_\_\_

TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 4" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Manoj Marathe ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$644,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: 430 Francisco Street.

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEE SIGNATURE AND DATE: Zofa Beards - Marathe 2/14/12  
DATE  
TRANSFEEE INITIALS: ZBM

CO-TRANSFEEE SIGNATURE AND DATE: Manoj Marathe 2/14/12  
DATE  
CO-TRANSFEEE INITIALS: MM

TRANSFEROR SIGNATURE AND DATE: [Signature] 2/14/12  
DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_  
DATE

PRINTED NAME OF PRESIDENT:

Christine Tse Manager  
[Signature] 2/14/12  
Manager Signature DATE

State of California

County of San Francisco

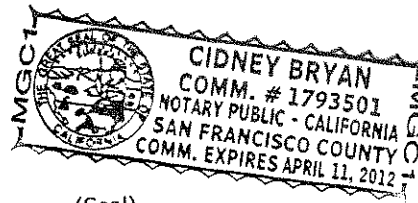
On 14th day of February, 2012 before me, Cidney Bryan a Notary Public, personally appeared Christina Tse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Cidney Bryan  
(typed or printed)



(Seal)

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 6" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Larry D Lionetti ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$51,720. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property:

S-E

Larry D Lionetti

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEEE SIGNATURE AND DATE: [Signature] 2/10/12

DATE

TRANSFEEEE INITIALS: [Initials]

CO-TRANSFEEEE SIGNATURE AND DATE: [Signature] 2/10/12

DATE

CO-TRANSFEEEE INITIALS: [Initials]

TRANSFEROR SIGNATURE AND DATE: [Signature] 2/14/12

DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

PRINTED NAME OF PRESIDENT: Christine Tse Manager

[Signature]  
Manager Signature

2/14/12  
DATE

STATE OF CALIFORNIA

COUNTY OF San FranciscoON 2/14/12 before me, Nicholas J. Shanta, Notary Public  
personally appeared Mandy Marathe and Zofia Beczek-Marathe

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 \_\_\_\_\_



**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 5" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Sherlyn Chew ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$595,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: 432 Francisco Street.

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_

DATE

TRANSFEEE INITIALS: \_\_\_\_\_

CO-TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_

DATE

CO-TRANSFEEE INITIALS: \_\_\_\_\_

TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

PRINTED NAME OF PRESIDENT: \_\_\_\_\_

\_\_\_\_\_  
Manager Signature

DATE



State of California

County of San Francisco

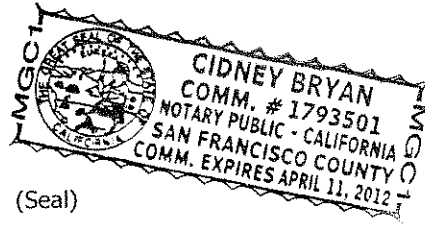
On 14th day of February, 2012 before me, Cidney Bryan a Notary Public, personally appeared Christina Tse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Cidney Bryan  
(typed or printed)



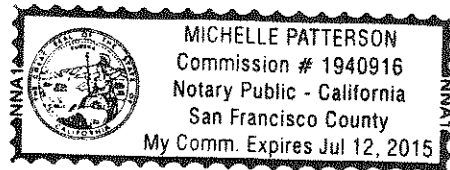

(Seal)

STATE OF CALIFORNIA

COUNTY OF San FranciscoON 10-12 before me, Michelle Patterson, Notary Publicpersonally appeared Shirley Ann Chen

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 

State of California

County of San Francisco

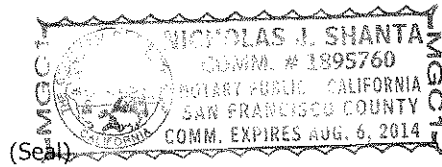
On 10th day of February, 2012 before me, Nicholas J. Shanta a Notary Public, personally appeared Larry D. Lionetti and Lena Q. Lionetti, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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: Nicholas J. Shanta  
(typed or printed)



**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT E--REFINANCE CERTIFICATE**

**THIS REFINANCE CERTIFICATE** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). The purpose of this Refinance Certificate is to assist \_\_\_\_\_ ("Refinancing Cotenant") with an application to refinance an individual encumbrance on his/her/their Cotenancy Share by documenting changes to the Agreement since the Effective Date. Pursuant to Section 6.3C of the Agreement, this form, (or an alternate form approved by Lender) must be signed by the President.

1. **AMENDMENTS:** Since the Effective Date of the Agreement, the following Amendments have been made to the Agreement. True and correct copies of all Amendments are attached to this Annual Certificate.

Date of Amendment	Title of Amendment

2. **TRANSFER OF OWNERSHIP:** Since the Effective Date of the Agreement, the following Cotenancy Shares have been transferred. True and correct copies of all "Assumption and Release of Obligations" for each transfer are attached to this Annual Certificate.

Date of Transfer	Cotenancy Share Number

3. **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, the names of all occupants, the rental amount, and the remaining duration of any rental agreement.

Unit #	Names of All Tenants and Occupants	Rent	Lease End

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

PRESIDENT:

\_\_\_\_\_  
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 \_\_\_\_\_

TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET

EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS

THIS ASSUMPTION AND RELEASE OF OBLIGATIONS pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant One" ("Transfer Share") is being transferred by LENA M. LORANT ("Transferor"), to Brian Ballard and ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is 975,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: Unit 424, D-424, C

Sara Plummer

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEE SIGNATURE AND DATE:

[Signature]

7/6/2016

DATE

TRANSFEEE INITIALS:

BB

CO-TRANSFEEE SIGNATURE AND DATE:

[Signature]

7/6/16

DATE

CO-TRANSFEEE INITIALS:

SP

TRANSFEROR SIGNATURE AND DATE:

DATE

CO-TRANSFEROR SIGNATURE AND DATE:

DATE

PRESIDENT NAME OF PRESIDENT:

Adam Smith

7/6/2016

Manager Signature

Adam Smith

DATE



**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D-ASSUMPTION AND RELEASE OF OBLIGATIONS**

THIS ASSUMPTION AND RELEASE OF OBLIGATIONS pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant ONE" ("Transfer Share") is being transferred by Lena M. Ligon ("Transferor"), to Brian Baird ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$75,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: Unit 424, D-424, S-C

Sara Plummer

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_ DATE \_\_\_\_\_

TRANSFEEE INITIALS: \_\_\_\_\_

CO-TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_ DATE \_\_\_\_\_

CO-TRANSFEEE INITIALS: \_\_\_\_\_

TRANSFEROR SIGNATURE AND DATE: [Signature] 7/5/14  
DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME OF PRESIDENT: \_\_\_\_\_

Manager Signature \_\_\_\_\_ 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

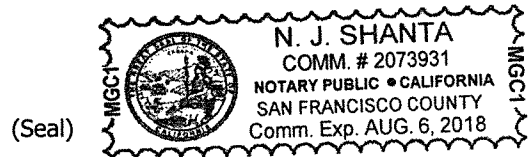
On the July 6, 2016 before me, N.J. Shanta, Notary Public a Notary Public,  
personally appeared Brian Michael Barnard and Sara Michelle Plummer,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to 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: N.J. Shanta  
(Typed or Printed)



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 the 7/5/16 before me, Rawan Habash a Notary Public,  
personally appeared Lena M. Lionetti  
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: Rawan Habash

Name: Rawan Habash  
(Typed or Printed)

(Seal)



TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET

EXHIBIT B--COTENANT IDENTITIES

NAME	INITIALS	UNIT	PRICE	TITLE %	E.U.C.A.
✓ Cotenant One: Brian M. Barnard Sara Plummer	BP SP	424	\$975,000	16.67	D-424 S - C
✓ Cotenant Two: Adam Smith		426	\$604,000	16.67	S - A
✓ Cotenant Three: Johnny Vu		428	\$650,000	16.67	S - D
✓ Cotenant Four: Manoj Marathe Zofia Boczek-Marathe ZBY	Z MM	430	\$644,000	16.67	S - B
✓ Cotenant Five: Sherlyn Chew		432	\$595,000	16.67	S - F
✓ Cotenant Six: Lena M, Lena Q, Larry Lionetti		434	\$551,780	16.67	S - E

100%  
READ & APPROVED

BY: Zofia Boczek-Marathe

BY: [Signature]

Date of TEC

APN's  
0041-058  
THRU  
0041-072  
(LOT 44) 8 PM 58  
{17 CM 79}  
{Doc.-2012-J337411-00  
RECORDED JAN. 20, 2012}

APN's  
0041-058  
THRU  
0041-072  
(LOT 41) 8 PM 58  
{17 CM 83}  
{Doc.-2013-J732759-00  
RECORDED AUG. 21, 2013}

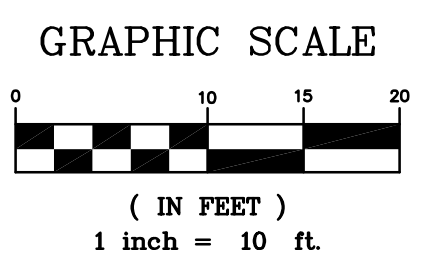
APN  
0041  
-018  
{Doc.-2018-K626681-00  
RECORDED JUNE 15, 2018}

APN's  
0041  
-058  
THRU  
0041  
-072  
{111 CM 122}  
{Doc.-2013-J576599-00  
RECORDED JAN. 03, 2013}

ASSESSOR'S  
BLOCK No. 0041  
50 VARA BLOCK No. 149

LEGEND	
( )	RECORD DATA
[ ]	RECORD DATA
////	BUILDING EDGE
CONC	CONCRETE
ASPH	ASPHALT
APN	ASSESSOR'S PARCEL NUMBER
BC	BUILDING CORNER
BL	BUILDING LINE
C	TOP OF CURB
C/DW	TOP OF CURB AT DRIVEWAY
CM	CONDOMINIUM MAP
CONC	CONCRETE
EB	ELECTRIC BOX
FL	FLOW LINE
GL	GUTTER LIP
GV	GAS VALVE
LAND	LANDING
P	PAVEMENT
PC	PROPERTY CORNER
PL	PROPERTY LINE
PM	PARCEL MAP
SSCO	SANITARY SEWER CLEAN OUT
STR	STAIRS
STRWY	STAIRWAY
TB	TELEPHONE BOX
TRW	TREE WELL
TVB	TELEVISION UTILITY BOX
WM	WATER METER

— SUBJECT PROPERTY  
— RECORDED MAP LINE  
— RIGHT-OF-WAY



**BOUNDARY NOTES:**  
A SCRIVENER'S ERROR WAS DETECTED IN Doc.-2016-K284456-00 - "BEGINNING AT A POINT ON THE NORTHERLY LINE OF FRANCISCO STREET, DISTANT THEREON 91 FEET AND 8 INCHES NORTHERLY" (SHOULD BE WESTERLY) "FROM THE WESTERLY LINE OF POWELL STREET..."

HISTORIC BLOCK DIAGRAMS "0041A", "0041D", & "0041E" OF ASSESSOR'S BLOCK 0041 SHOW OVERAGES TOTALLING 1-1/4" ALONG THE EAST-WEST DIMENSION OF THE BLOCK. SAID OVERAGES ARE SUPPORTED BY THE EXISTING CURB LOCATIONS AS COMPARED TO RECORD OFFSETS AS SHOWN ON GRADE MAP No. 9.

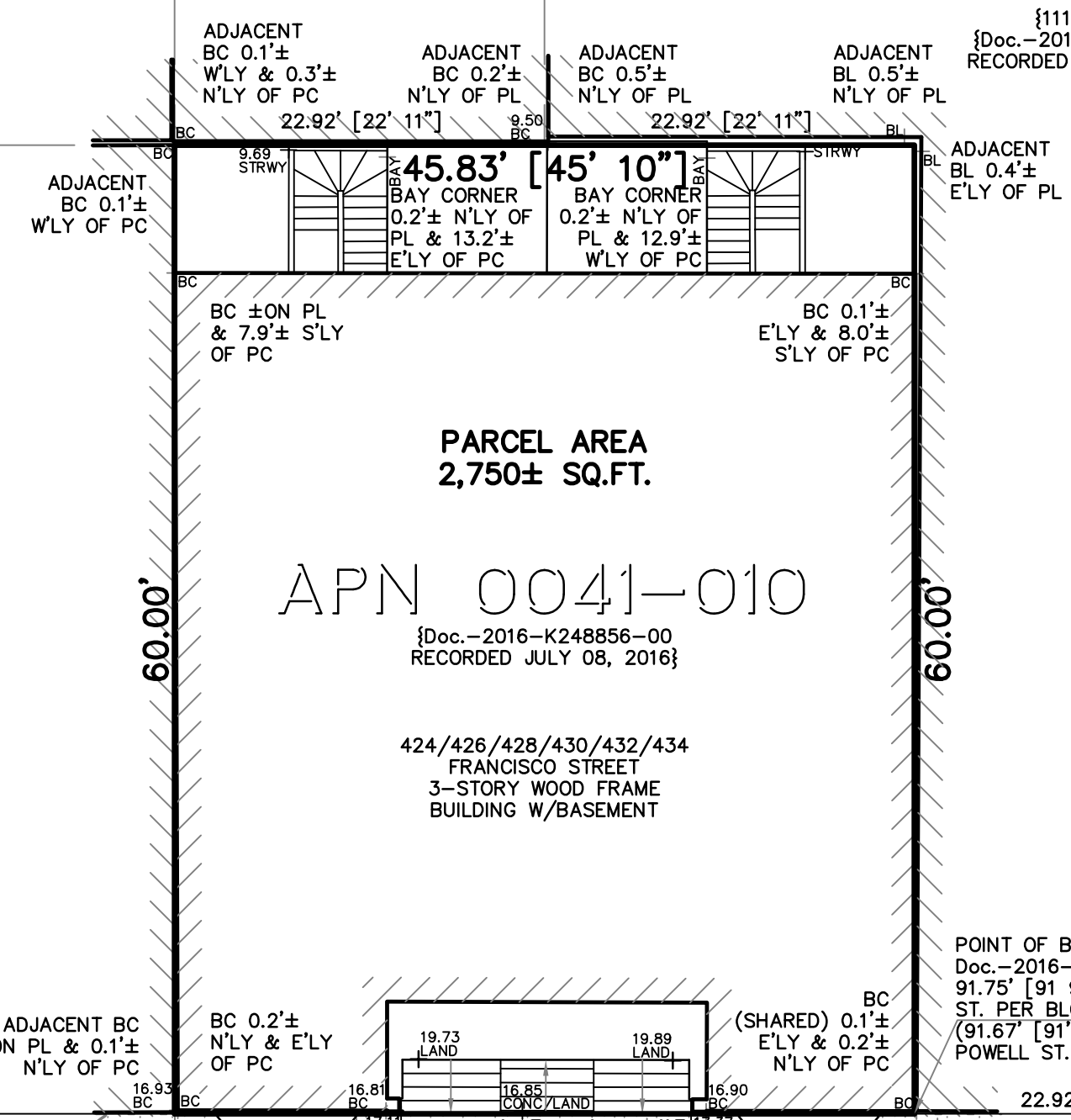
OVERAGES EASTERLY OF THE SUBJECT PROPERTY HAVE BEEN ASSIGNED TO THE EASTERNMOST PARCEL(S) ON THE BLOCK, AS SHOWN ON THE FOREMENTIONED HISTORIC BLOCK DIAGRAMS.

AN OVERAGE WESTERLY OF THE SUBJECT PROPERTY IS SHOWN WITHIN THE EXTENTS OF THE PARCEL SHOWN ON THE HISTORIC BLOCK DIAGRAMS AND LATER SUBDIVIDED AS 8 PM 58, BUT DOES NOT IDENTIFY AS TO WHERE IN SAID PARCEL THE OVERAGE IS LOCATED. THIS OVERAGE IS NOT SHOWN ON THIS SURVEY.

**BENCHMARK:**  
CCSF BENCHMARK #11313: 1/2" DOMED ANCHOR SCREW W/WASHER STAMPED "CCSF CONTROL" AT NE'LY COLUMBUS AVE. & CHESTNUT ST.

**NOTE:**  
ALL ANGLES ARE 90° UNLESS NOTED OTHERWISE

**BASIS OF SURVEY:**  
SURVEY CONTROL IS BASED UPON CITY MONUMENT MAP No. 9. BLOCK DIMENSIONS ARE BASED UPON THE HISTORIC BLOCK DIAGRAMS OF ASSESSOR'S BLOCK No. 41, GRADE MAP No. 9, AND THE LOCATION OF IMPROVEMENTS AROUND THE BLOCK. PARCEL LOCATION IS BASED UPON Doc.-2016-K284456-00, AND THE DEEDS OF THE IMMEDIATE ADJOINERS.



# TENTATIVE TRACT MAP

A 6 UNIT RESIDENTIAL CONDOMINIUM PROJECT

A SUBDIVISION OF THE REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED ON JULY 08, 2016 AS Doc.-2016-K284456-00, ALSO BEING A PORTION OF 50 VARA BLOCK No. 149 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA JULY, 2019 SCALE 1" = 10'

BAY AREA LAND SURVEYING INC.  
3065 RICHMOND PARKWAY, SUITE 101  
RICHMOND, CA 94806  
(510) 223-5167



*Keith S. Bush*  
KEITH S. BUSH, L.S. 8494  
DATE: 07/25/2019

## 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:

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149

Assessor's Lot 010; Block 0041





**OLD REPUBLIC**  
TITLE COMPANY

275 Battery Street, Suite 1500  
San Francisco, CA 94111  
(415) 397-0500 Fax: (415) 397-0199

## PRELIMINARY REPORT

### AMENDED REPORT

426 Francisco Street  
San Francisco, CA 94133

Our Order Number 0227022182-HK

Attention: ADAM SMITH, ETAL

When Replying Please Contact:

Harold Kan  
HKan@ortc.com  
(415) 397-0500

Property Address:

424-434 Francisco Street, San Francisco, CA 94133

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance 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 below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations 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 Exhibit I attached. 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 Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I 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.**

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.

Dated as of June 12, 2019, at 7:30 AM

**OLD REPUBLIC TITLE COMPANY**  
For Exceptions Shown or Referred to, See Attached

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

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

CLTA Standard Coverage Policy - 1990. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

Fee

Title to said estate or interest at the date hereof is vested in:

Brian Michael Barnard and Sara Michelle Plummer, husband and wife, as community property with right of survivorship, as to an undivided 1/6 interest; Adam A. Smith, an unmarried man, as to an undivided 1/6 interest; Johnny Vu, an unmarried man, as to an undivided 1/6 interest; Manoj Marathe and Zofia Beczek-Marathe, husband and wife, as community property with right of survivorship, as to an undivided 1/6 interest; Sherlyn Chew, Trustee of the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008, as to an undivided 1/6 interest; and Larry D. Lionetti and Lena Q. Lionetti, husband and wife, as community property with right of survivorship, as to an undivided 1/6 interest

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

Beginning at a point on the Northerly line of Francisco Street, distant thereon 91 feet and 8 inches Northerly from the Westerly line of Powell Street; running thence Westerly along said line of Francisco Street, 45 feet and 10 inches; thence at a right angle Northerly 60 feet; thence at a right angle Easterly 45 feet and 10 inches; thence at a right angle Southerly 60 feet to the point of beginning.

Being a part of 50 Vara Block No. 149

Assessor's Lot 010; Block 0041

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

Assessor's Parcel No	:	LOT 010; BLOCK 0041	
Bill No.	:	001799	
Code No.	:	001-000	
1st Installment	:	\$26,012.74	Marked Paid
2nd Installment	:	\$26,012.74	Marked Paid
Land Value	:	\$2,613,381.00	
Imp. Value	:	\$1,742,248.00	

3. Supplemental taxes, general and special, for the fiscal year 2016 - 2017 (triggered by supplemental bill on July 8, 2016) as follows:

Assessor's Parcel No.	:	LOT 010; BLOCK 0041	
Bill No.	:	614144	
1st Installment	:	\$2,055.44	Marked Paid
2nd Installment	:	\$2,055.44	Marked Paid

4. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

5. Any special tax which is now a lien and that may be levied within the City of San Francisco Unified School District Community Facilities District No. 90-1, notice(s) for which having been recorded.

NOTE: Among other things, there are provisions in said notice(s) for a special tax to be levied annually, the amounts of which are to be added to and collected with the property taxes.

NOTE: The current annual amount levied against this land is \$112.56.

NOTE: Further information on said assessment or special tax can be obtained by contacting:

Name	:	San Francisco Unified School District
Telephone No.	:	(415) 241-6480

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

6. The herein described property lying within the proposed boundaries of the City and County of San Francisco Special Tax District No. 2009-1 (San Francisco Sustainable Financing), as follows:

District No. : 2009-1  
For : San Francisco Sustainable Financing  
Disclosed by : Map filed December 7, 2009, in Book 1 of Maps of Assessment and Community Facilities Districts, Page 33.

7. Terms and provisions as contained in an instrument,

Entitled : Memorandum of Agreement and Non-Partition Covenant  
Executed By : Larry D. Lionetti, Lena Q. Lionetti, Christina Tse, Adam A. Smith, Johnny Vu, Manoj Marathe, Zofiz Beczek-Marathe, Sherlyn Chew  
Recorded : [February 17, 2012 in Reel K586 of Official Records, Image 0176 under Recorder's Serial Number 2012-J356047-00](#)

8. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$480,550.00  
Trustor/Borrower : Adam A. Smith, an unmarried man  
Trustee : North American Title Company  
Beneficiary/Lender : Sterling Bank & Trust, F.S.B.  
Dated : July 29, 2014  
Recorded : [August 6, 2014 in Official Records under Recorder's Serial Number 2014-J923803-00](#)  
Loan No. : 000009729

9. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$390,000.00  
Trustor/Borrower : Johnny Vu, an unmarried man  
Trustee : Old Republic Title Company  
Beneficiary/Lender : Sterling Bank & Trust, F.S.B.  
Dated : November 2, 2015  
Recorded : [December 10, 2015 in Official Records under Recorder's Serial Number 2015-K169682-00](#)  
Loan No. : 000013527

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

10. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$750,000.00  
Trustor/Borrower : Brian Michael Barnard and Sara Michelle Plummer, husband and wife, as community property with right of survivorship  
Trustee : Bank of Marin  
Beneficiary/Lender : Bank of Marin  
Dated : June 30, 2016  
Recorded : [July 8, 2016 in Official Records under Recorder's Serial Number 2016-K284457-00](#)

11. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$310,000.00  
Trustor/Borrower : Sherlyn Chew, Trustee of the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008  
Trustee : Bank of Marin  
Beneficiary/Lender : Bank of Marin  
Dated : February 20, 2019  
Recorded : [February 25, 2019 in Official Records under Recorder's Serial Number 2019-K734405-00](#)

12. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$525,000.00  
Trustor/Borrower : Larry D. Lionetti and Lena Q. Lionetti, husband and wife, as community property with right of survivorship  
Trustee : Trust Deed Investments, Inc., a California corporation  
Beneficiary/Lender : Trust Deed Investments, Inc., a California corporation  
Dated : March 18, 2019  
Recorded : [March 21, 2019 in Official Records under Recorder's Serial Number 2019-K744837-00](#)  
Loan No. : TDI6770

**OLD REPUBLIC TITLE COMPANY**

**ORDER NO. 0227022182-HK**

**AMENDED REPORT**

The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : Pensco Trust Company LLC, Custodian FBO Lawrence J. Chazen IRA, as to an undivided 9.148% interest, and Pensco Trust Company LLC, Custodian FBO Lawrence J. Chazen Roth IRA, as to an undivided 57.174% interest, and Robert Steven Liss, Jr., Trustee of the Robert Steven Liss Revocable Trust U/A/D 9/29/01, as to an undivided 23.823% interest, and Deepak Patel, as to an undivided 7.522% interest

By Assignment From : Trust Deed Investments, Inc.

Dated : May 23, 2019

Recorded : [May 23, 2019 in Official Records under Recorder's Serial Number 2019-K773236-00](#)

Loan No. : TDI6770

13. Terms and conditions contained in the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008 as disclosed by Grant Deed.

Dated : November 12, 2013

Recorded : [November 19, 2013 in Official Records under Recorder's Serial Number 2013-J785070-00](#)

The requirement that:

A Certification of Trust be furnished in accordance with Probate Code Section 18100.5; and

If the acting trustee is a successor trustee the additional requirement the Company is provided a complete copy of the trust, with all amendments and any intervening trustee is no longer acting in that capacity by providing copies of resignation letters, etc.

The Company reserves the right to make additional exceptions and/or requirements upon review of the above.



OLD REPUBLIC TITLE COMPANY  
ORDER NO. 0227022182-HK  
AMENDED REPORT

14. NOTE: Information in possession of this Company indicates the possibility of a division of land ownership. If such division is in fact contemplated, the transaction would appear to fall within the purview of the Subdivision Map Act (66410 et seq. Government Code). As a prerequisite to the Company's participation in land division transactions, compliance with one of the following provisions of the Subdivision Map Act will be required:
- a. The recording of a subdivision map in compliance with statutes or related local ordinances; or
  - b. The recording of a parcel map in compliance with statutes or related local ordinances; or
  - c. The recording of a Certificate of Compliance, as provided by statute; or
  - d. The recording of a waiver as provided by Government Code Section 66428; or
  - e. Submission of other satisfactory evidence of compliance with or non-violation of the Act.

----- Informational Notes -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 & 2.3.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a multi-family residence known as 424-434 Francisco Street, San Francisco, CA 94133.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

C. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument

Entitled : Grant Deed  
By/From : Phoenix Rabbit, LLC, a California limited liability company  
To : Adam A. Smith, an unmarried man  
Dated : February 13, 2012  
Recorded : [February 17, 2012 in Official Records under Recorder's Serial Number 2012-J356041-00](#)

Grant Deed executed by Phoenix Rabbit, LLC, a California limited liability company to Johnny Vu, an unmarried man recorded [February 17, 2012 in Official Records under Recorder's Serial Number 2012-J356045-00](#).

Grant Deed executed by Phoenix Rabbit, LLC, a California limited liability company to Manoj Marathe and Zofia Beczek-Marathe, husband and wife, as community property with right of survivorship recorded [February 17, 2012 in Official Records under Recorder's Serial Number 2012-J356048-00](#).

Grant Deed executed by Phoenix Rabbit, LLC, a California limited liability company to Larry D. Lionetti and Lena Q. Lionetti, husband and wife, as community property with right of survivorship recorded [February 17, 2012 in Official Records under Recorder's Serial Number 2012-J356052-00](#).

Grant Deed executed by Sherlyn Chew, a single woman to Sherlyn Chew, Trustee of the Sherlyn Chew Revocable Trust under the provisions of a Trust Agreement dated June 6, 2008 recorded [November 19, 2013 in Official Records under Recorder's Serial Number 2013-J785070-00](#).

Grant Deed executed by Lena M. Lionetti, a married woman, as her sole and separate property to Brian Michael Barnard and Sara Michelle Plummer, husband and wife, as community property with right of survivorship recorded [July 5, 2016 in Official Records under Recorder's Serial Number 2016-K284456-00](#).

**OLD REPUBLIC TITLE COMPANY**  
**ORDER NO. 0227022182-HK**  
**AMENDED REPORT**

D.

**NOTICE: FinCEN COMPLIANCE**

Closing the residential purchase and/or issuing title insurance contemplated by this Preliminary Report may be subject to compliance with the recently issued Confidential Geographic Targeting Order (GTO) from the US Treasury's Financial Crimes Enforcement Network (FinCEN). The GTO requires Old Republic National Title Insurance Company to report information about certain transactions involving residential property.

FinCEN has the authority to compel this reporting under the USA PATRIOT Act. FinCEN prohibits Old Republic from disclosing the specific terms of the GTO. You may wish to contact the FinCEN Resource Center directly at (800) 767-2825 for more information.

The failure and/or refusal of a party to provide information for a "covered transaction" will preclude Old Republic from closing the transaction and/or issuing title insurance.

O.N.  
CT/ms

**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 of 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 which may be asserted by persons in possession thereof,
3. Easements, liens or encumbrances, or claims thereof, which are 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.



## FACTS

WHAT DOES OLD REPUBLIC TITLE  
DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Social Security number and employment information</li><li>• Mortgage rates and payments and account balances</li><li>• Checking account information and wire transfer instructions</li></ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

## Questions

Go to [www.oldrepublictitle.com](http://www.oldrepublictitle.com) (Contact Us)

## Who we are

Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
-------------------------------	--

## What we do

How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• Old Republic Title does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Old Republic Title doesn't jointly market.</li> </ul>



## Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at [www.oldrepublictitle.com](http://www.oldrepublictitle.com) and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

## Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

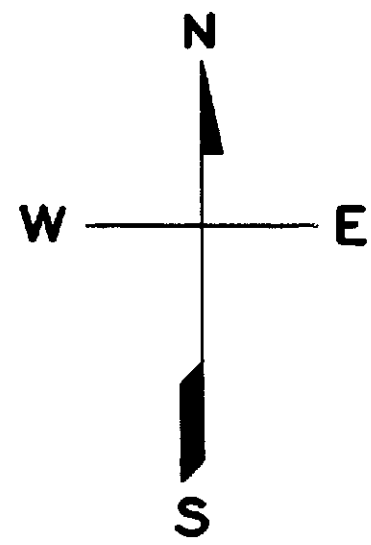
41

LOTS MERGED

LOT 21 INTO LOT 33 - '1949'  
" 3 " " 2 - '1952'

.lot22 into lots100&101 for 1998 roll  
lots24 to 28 into lot102 for 2002 roll  
lots41 into lots58&72 for 2003 roll

© COPYRIGHT SAN FRANCISCO  
CITY & COUNTY ASSESSOR 1995



REVISED	'66
"	'67
"	'74
"	'77
"	'79
"	'81
"	'82
"	'83

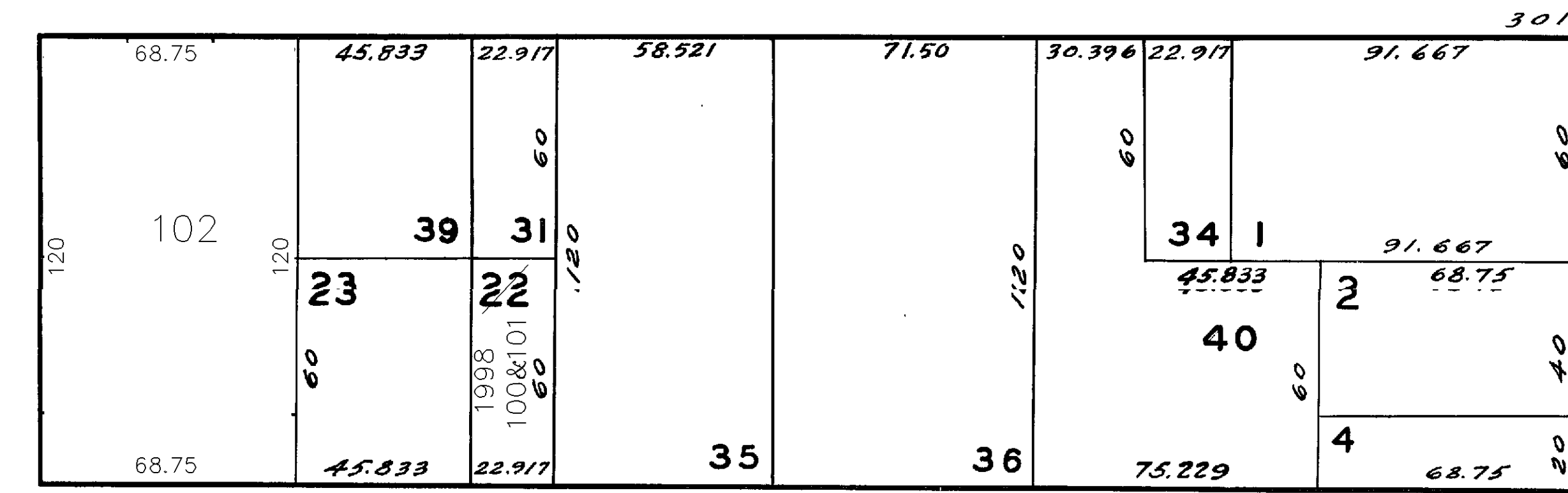
Revised 1998  
Revised 2002  
Revised 2003

BAY

26-28 VANDEWATER ST.  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
100	26	45.82	
101	28	54.18	

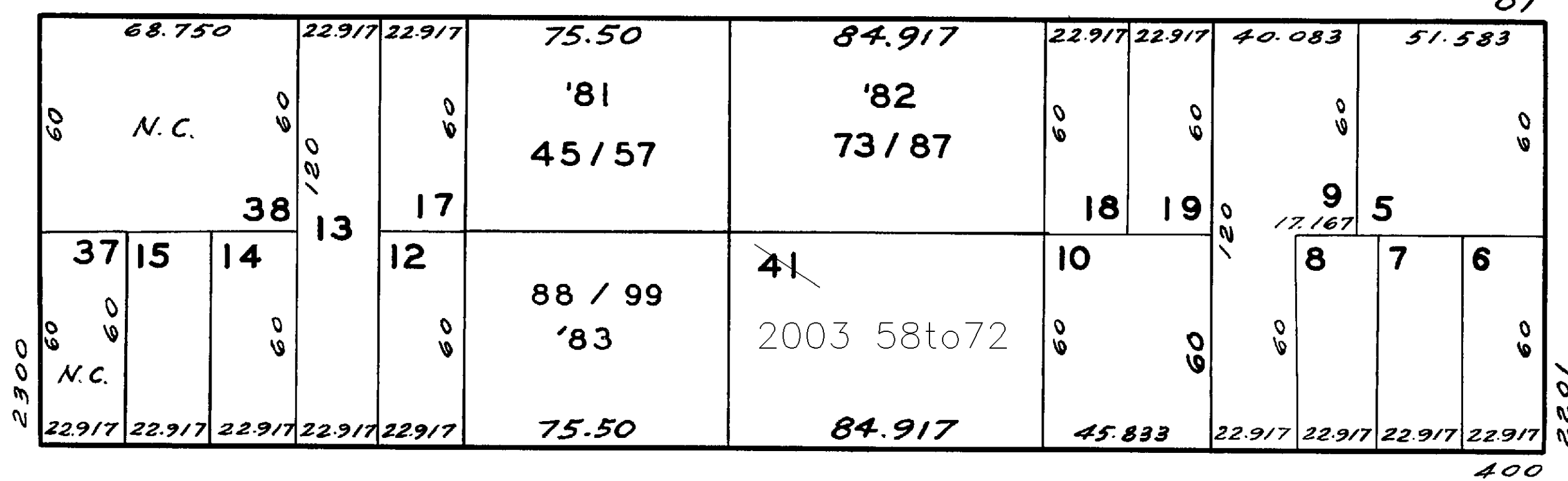
MASON



444 Francisco St.  
A CONDOMINIUM

LOT	UNIT	% COMM.	AREA
58	101	6	
59	102	6	
60	103	9	
61	104	6	
62	105	6	
63	201	6	
64	202	6	
65	203	9	
66	204	6	
67	205	6	
68	301	6	
69	302	6	
70	303	10	
71	304	6	
72	305	6	

VANDEWATER



FRANCISCO

33 VANDEWATER ST.  
A CONDOMINIUM PROJECT

LOT NO.	UNIT NO.	% COMMON	AREA
73	101	6	
74	102	6	
75	103	9	
76	104	6	
77	105	6	
78	201	6	
79	202	6	
80	203	9	
81	204	6	
82	205	6	
83	301	6	
84	302	6	
85	303	10	
86	304	6	
87	305	6	

VANDEWATER ST. CONDOMINIUMS  
A CONDOMINIUM PROJECT

LOT NO.	UNIT NO.	%COMMON	AREA
45	1	1 / 13	
46	2		
47	3		
48	4		
49	5		
50	6		
51	7		
52	8		
53	9		
54	10		
55	11		
56	12		
57	13	1 / 13	

460 FRANCISCO ST.  
A CONDOMINIUM

LOT	UNIT	%COMM	AREA
88	101	6.7	
89	102	6.5	
90	103	9.8	
91	104	10.3	
92	201	6.7	
93	202	6.5	
94	203	9.8	
95	204	10.3	
96	301	6.7	
97	302	6.5	
98	303	9.8	
99	304	10.3	

ASSESSED 99,000 SQ. FT.  
BLK. TOTAL 99,000 SQ. FT.

**Form 1**

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

**Assessor's Parcel Number:** 0041/010**Property Address:** \_\_\_\_\_

424–426–428–430–432–434 Francisco Street, San Francisco, California 94133

**Item No. 6 – Building History**

No information known except for detailed on Report of Residential Record

**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	Sara Michelle Plummer, Brian Michael Barnard	424	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Two	Adam A. Smith	426	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Three	Vacant	428	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Four	Manoj Marathe, Zofia Beczek-Marathe	430	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Five	Sherlyn Chew	432	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
Six	Angela Lionetti*	434	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO

\*Angela Lionetti is the daughter of Lena Q. and Larry D. Lionetti and is not on title

**Item No. 9 – Six year occupancy history** *Continued on Attachment to Form 1*

Apt. No.	Duration	Occupants (owners and/or tenants)	Rent (\$)	Reason for Termination
424	Jul 2016–Current	Sara Michelle Plummer, Brian Michael Barnard	Owner-occupied	N/A
424	Aug 2015–June 2016	Lena M. Lionetti	Owner-occupied	Sold unit
424	Feb 2012–Aug 2015	Lena M. Lionetti	\$0*	N/A
426	Feb 2012–Current	Adam A. Smith	Owner-occupied	N/A
428	Jul 2019–Current	Vacant	N/A	N/A
428	Oct 2015–Jun 2019	Rushi Bhonderi	\$5707.40	Relocated
428	Feb 2012–Sep 2015	Johnny Vu	Owner-occupied	Relocated [?]
430	Feb 2012–Current	Manoj Marathe, Zofia Beczek-Marathe	Owner-occupied	N/A

\*Lena M. Lionetti is the daughter of Lena Q. and Larry D. Lionetti; she lived in Unit 224 rent-free prior to taking title in August 2015

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

☒ YES ☐ NO If yes, provide details:

Ellis notice (Apr 13, 2004; Rent Board Case # L040470); Breach notice

(Aug 16, 2016); Illegal Use notices (Feb 17, 2016)

**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
424	3	1035	N/A	\$1,245,000
426	3	1121	N/A	\$1,345,000
428	3	1181	N/A	\$1,420,000
430	3	1181	N/A	\$1,420,000
432	3	1121	N/A	\$1,345,000
434	3	1035	N/A	\$1,245,000

**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

Sara Michelle Plummer

Printed Name

7-30-19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

Date

Adam A. Smith

Printed Name

Date

Johnny Vu

Printed Name

Date

Manoj Marathe

Printed Name

Date

Zofia Beczek-Marathe

Printed Name

Date

Sherlyn Chew

Printed Name

Date

Lena Q. Lionetti

Printed Name

Date

Larry D. Lionetti

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant


Signature of Applicant

**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
424	3	1035	N/A	\$1,245,000
426	3	1121	N/A	\$1,345,000
428	3	1181	N/A	\$1,420,000
430	3	1181	N/A	\$1,420,000
432	3	1121	N/A	\$1,345,000
434	3	1035	N/A	\$1,245,000

**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**

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

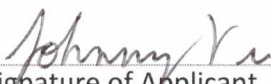
_____	Sara Michelle Plummer	_____
Signature of Applicant	Printed Name	Date
_____	Brian Michael Barnard	_____
Signature of Applicant	Printed Name	Date
	Adam A. Smith	7/26/19
Signature of Applicant	Printed Name	Date
_____	Johnny Vu	_____
Signature of Applicant	Printed Name	Date
_____	Manoj Marathe	_____
Signature of Applicant	Printed Name	Date
_____	Zofia Beczek-Marathe	_____
Signature of Applicant	Printed Name	Date
_____	Sherlyn Chew	_____
Signature of Applicant	Printed Name	Date
_____	Lena Q. Lionetti	_____
Signature of Applicant	Printed Name	Date
_____	Larry D. Lionetti	_____
Signature of Applicant	Printed Name	Date

## 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
424	3	1035	N/A	\$1,245,000
426	3	1121	N/A	\$1,345,000
428	3	1181	N/A	\$1,420,000
430	3	1181	N/A	\$1,420,000
432	3	1121	N/A	\$1,345,000
434	3	1035	N/A	\$1,245,000

## 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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
 Signature of Applicant	Johnny Vu Printed Name	8/8/19 Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date



## 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
424	3	1035	N/A	\$1,245,000
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430	3	1181	N/A	\$1,420,000
432	3	1121	N/A	\$1,345,000
434	3	1035	N/A	\$1,245,000

## 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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant <i>Manoj Marathe</i>	Manoj Marathe Printed Name	Date <i>July 27, 2019</i>
Signature of Applicant <i>Beczek - Marathe</i>	Zofia Beczek-Marathe Printed Name	Date <i>July 27, 2019</i>
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

**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
424	3	1035	N/A	\$1,245,000
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430	3	1181	N/A	\$1,420,000
432	3	1121	N/A	\$1,345,000
434	3	1035	N/A	\$1,245,000

**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	Sara Michelle Plummer _____ Printed Name	_____ Date
_____ Signature of Applicant	Brian Michael Barnard _____ Printed Name	_____ Date
_____ Signature of Applicant	Adam A. Smith _____ Printed Name	_____ Date
_____ Signature of Applicant	Johnny Vu _____ Printed Name	_____ Date
_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
 Signature of Applicant	Sherlyn Chew _____ Printed Name	7-26-19 Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date

**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
424	3	1035	N/A	\$1,245,000
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# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

Signature of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

7/31/19

Date

7/31/19

Date

## Attachment to Form 1

Item No. 9, cont'd

Apt. No.	Duration	Occupants	Rent	Reason for Termination
432	Feb 2012–Current	Sherlyn Chew	Owner-occupied	N/A
434	May 2016–Current	Angela Lionetti	\$0	N/A
434	Approx. Mar 2012–Apr 2016	Ashley Pantuliano, Marcello Pantuliano	\$4,000	Wanted bigger place

COUNTY OF SAN FRANCISCO  
OF BUILDING INSPECTION

PAYMENT RECEIPT

Permit

CA 94103-2414

Printed on: 07/12/2019 07:49:23 AM

The County and City of Francisco  
DBI

Permit

Phone:(415)558-6570

Fax:(415)558-6261

19

Reference Number: 2019192004-5  
Date/Time: 07/12/2019 7:47:26 AM

Receipt Number: BID12517

Permit or Reference Num Payment  
2019192004-5-1

T - CC8410

Issued By: STRAN

Line Item

Application Number:

Permit or Reference Num BID12517

Comment: 424 434 FRANCISCO ST

Condo Conversion CC8410

Fee Desc: BID Condo Conversion

Amount: \$2,139.00

T

Total: \$2,139.00

CA 94133

1 ITEM TOTAL: \$2,139.00

TOTAL: \$2,139.00

ICL Check \$2,139.00

Total Received: \$2,139.00

Items indicated:

Safe Building!

	Payment Amount	Complaint#/ (if applicable)
on	\$2,139.00	

TOTAL

\$2,139.00

BY \_\_\_\_\_

CUSTOMER COPY

424 434 FRANCISCO ST - CC



**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**    *424 - 434 FRANCISCO ST*

**Block**    *0041*

**Lot**    *010*

**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:    *NO BEACH*

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):    *1906*

6. Original Occupancy or Use:    *FLATS/HOTEL*

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>
2898	2898	Aug 24, 1906	NEW CONSTRUCTION	N
3879	3879	Sep 26, 1906	NEW CONSTRUCTION	N
442299	398822	Apr 29, 1975	BRING BUILDING UP TO CODE AS REQUIRED BY DIVISION OF APARTMENT & HOTEL INSPECTION DATED 10/17/1974	X
453827	406143	Dec 12, 1975	COMPLY WITH DEPARTMENT OF PUBLIC WORKS - BUREAU OF BUILDING INSPECTION COMPLAINT #17380 - CFC 6FD	C
8501702	5314222	Jul 29, 1985	REPAIR REAR STAIRS	C
9301223	714274	Jan 26, 1993	FIRE DAMAGE REPAIR 3RD FLOOR IN THE BEDROOM	X
9514546	777652	Sep 07, 1995	REROOFING	X
9604225	789506	Mar 14, 1996	RENEW APPLICATION #9301223 FOR FINAL INSPECTION	X
200504281118	1054083	Apr 28, 2005	UNIT #426 - REMODEL KITCHEN & BATH SUBFLOOR; REPAIR & REPLACE WOOD FLOORS AS NECESSARY; KITCHEN REPLACE SINK, APPLIANCES, COUNTERTOPS AND CABINETS; BATH REPLACE SINK, TOILET, TUB	X
200507198008	1061395	Jul 19, 2005	UNIT #426 - REMOVE WALL BETWEEN EXISTING KITCHEN AND BEDROOM TO CREATE A NEW LIVING ROOM; COMPLY WITH NOTICE OF VIOLATION DATED 06/13/2005 IN REFERENCE TO BUILDING APPLICATION #200504281118; NEW BEDROOM, LIVING ROOM AND NEW FOUNDATION FOOTING IN THE BASEMENT	X
200806255362	1158704	Jun 25, 2008	UNIT #426 - RENEW APPLICATION #200504281118 TO CONTINUE WORK	X
201102281088	1232402	Feb 28, 2011	RESPONSE TO OUTSTANDING VIOLATION #200560689. CLEAN UP DEBRIS IN THE BUILDING AND REMOVE FIXTURES. EXPLORATORY OF EXISTING STRUCTURE CONDITION FOR AFTER PROJECTS. NO PHYSICAL	C



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

Page 2

**Address of Building**    *424 - 434 FRANCISCO ST*

**Block**    *0041*

**Lot**    *010*

**Other Addresses**

<u>Application #</u>	<u>Permit #</u>	<u>Issue Date</u>	<u>Type of Work Done</u>	<u>Status</u>
201103152132	1233609	Mar 16, 2011	CONSTRUCTION IN THIS PERMIT. BUILDING IS VACANT AND WILL REMAIN VACANT UNTIL FUTURE T.I. RESPOND TO NOTICE OF VIOLATION #201106682. REPAIR REAR STAIRS (REPLACE LUMBER IN-KIND LESS THAN 50%) INFILL LIGHTWELL TO CREATE VOID AREA FOR FUTURE IMPROVEMENT. REMOVE LATH AND PLASTER TO EXPOSE STUDS (WALLS) FOR STRUCTURE STUDIES (LESS THAN 30%) AREA TO BE DETERMINE BY FIELD ENGINEER.	C
201104013300	1235076	Apr 06, 2011	RESPONSE TO NOTICE OF VIOLATION #201106041 - INTERIOR REMODEL OF EACH OF THE SIX UNITS, CONVERT EXISTING BEDROOM AND BATHROOM INTO MASTER BEDROOM. RELOCATE EXISTING KITCHEN TO EXISTING FAMILY ROOM AND CONVERT EXISTING KITCHEN TO A DEN AND A FULL BATHROOM, REMOVE EXISTING WOOD BURNING FIREPLACE, REPLACE REAR AND SIDE WINDOWS IN KIND	C
201104274871	1236588	Apr 27, 2011	REVISION TO APPLICATION #201104013300 TO REPLACE WINDOWS IN THE REAR ELEVATION TO ONE HOUR RATED WALL. OTHER DETAILS REFER TO APPLICATION #201104013300	C
201709188836	1438328	Sep 18, 2017	COMPLY WITH MANDATORY SEISMIC RETROFIT PROGRAM - CFC 6FD	C

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

Date of Issuance: 01 JUL 2019

Date of Expiration: 01 JUL 2020

By: MAY YU

Report No: **201906264317**

**Patty Herrera, Manager**  
**Records Management Division**

**Address of Building**    *424 - 434 FRANCISCO ST*

**Block**   *0041*

**Lot**   *010*

**Other Addresses**

**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: 0041/010Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I, Sara Michelle Plummer, certify under penalty of perjury that the following statement is true:  
*print name*

I have resided continuously at 424 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
*address, including unit number* *assessor's block/lot*

in the City and County of San Francisco as my primary residence since July 8, 2016.  
*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

Sara Michelle Plummer  
 Printed Name

July 30, 2019  
 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.

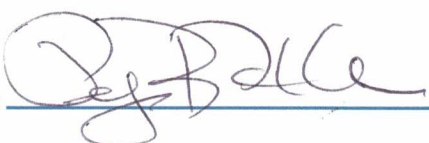
State of California  
 County of San Francisco

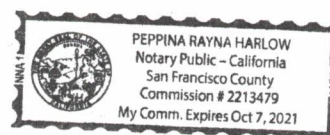
On July 30, 2019 before me, Peppina Rayna Harlow, Notary Public, personally appeared

SARA Michelle Plummer, 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~~s~~, 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: 0041/010Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I, Brian Michael Barnard, certify under penalty of perjury that the following statement is true:  
*print name*

I have resided continuously at 424 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
*address, including unit number* *assessor's block/lot*

in the City and County of San Francisco as my primary residence since July 8, 2016.  
*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

Brian Michael Barnard  
 Printed Name

7/31/19  
 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

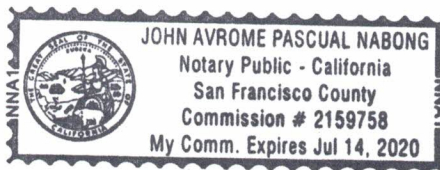
On JULY 31ST 2019 before me, JOHN AVROME PASCUAL NABONG, Notary Public, personally appeared

BRIAN MICHAEL BARNARD, 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: 0041/010

Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I, Adam A. Smith, certify under penalty of perjury that the following statement is true:  
print name

I have resided continuously at 426 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since February 17, 2012.  
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

Adam A. Smith

Printed Name

7/26/19

Date

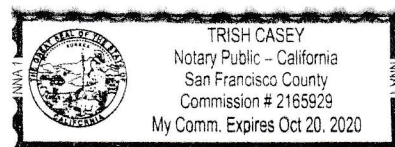
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CaliforniaCounty of San FranciscoOn July 26, 2019 before me, Trish Casey, Notary Public, personally appeared

Adam A Smith, 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 Trish Casey (seal)



## Form 11

## Affidavit for Ownership/Occupancy

Assessor's Parcel Number: 0041/010

Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

I have resided continuously at 430 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since February 17, 2012.  
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.

Manoj Marathe

Signature of Applicant

Manoj Marathe

Printed Name

July 27, 2019

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 July 27, 2019 before me, James He, Notary Public, personally appeared

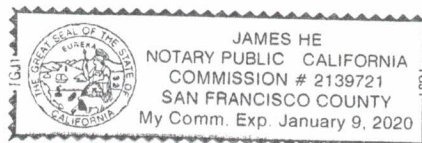
Manoj Marathe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument 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: 0041/010Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I, Zofia Beczek-Marathe, certify under penalty of perjury that the following statement is true:  
print name

I have resided continuously at 430 Francisco Street, San Francisco, California 94133, also being APN 0041/010,  
address, including unit number assessor's block/lot

in the City and County of San Francisco as my primary residence since February 17, 2012.  
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.

B. Marathe

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

July 27, 2019

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 July 27, 2019 before me, James He, Notary Public, personally appeared

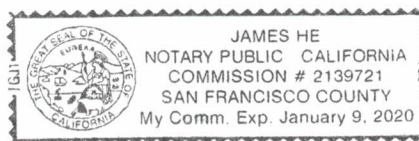
Zofia Beczek-Marathe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the 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)



**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
424	3	1035	N/A	\$1,245,000
426	3	1121	N/A	\$1,345,000
428	3	1181	N/A	\$1,420,000
430	3	1181	N/A	\$1,420,000
432	3	1121	N/A	\$1,345,000
434	3	1035	N/A	\$1,245,000

**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**

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

_____	Sara Michelle Plummer	_____
Signature of Applicant	Printed Name	Date
_____	Brian Michael Barnard	_____
Signature of Applicant	Printed Name	Date
_____	Adam A. Smith	_____
Signature of Applicant	Printed Name	Date
_____	Johnny Vu	_____
Signature of Applicant	Printed Name	Date
_____	Manoj Marathe	_____
Signature of Applicant	Printed Name	Date
_____	Zofia Beczek-Marathe	_____
 Signature of Applicant	Printed Name	7-26-19 Date
_____	Sherlyn Chew	_____
Signature of Applicant	Printed Name	Date
_____	Lena Q. Lionetti	_____
Signature of Applicant	Printed Name	Date
_____	Larry D. Lionetti	_____
Signature of Applicant	Printed Name	Date



**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)

Sara Michelle Plummer  
Brian Michael Barnard  
424 Francisco Street  
San Francisco, California 94133

**FOR ASSESSOR'S USE ONLY**

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

**RECEIVED**

**JUL 29 2019**

**SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER**

**PROPERTY DESCRIPTION**

Parcel No. 0041/010  
Address of dwelling 424 Francisco Street  
San Francisco, California 94133

Print your social security number and name here

SSN \_\_\_\_\_

NAME: Sara Michelle Plummer

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

SSN: \_\_\_\_\_

NAME: Brian Michael Barnard

**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? July 8, 2016  
(month/day/year)

2. Date you occupied this property as your principal residence (see instructions): July 8, 2016  
(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 <u>7/22/19</u>
SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT 	DATE <u>7/22/19</u>
EMAIL ADDRESS <u>bbarnard338@gmail.com</u>	DAYTIME TELEPHONE NUMBER <u>(408)-981-7080</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)

Adam A. Smith  
426 Francisco Street  
San Francisco, California 94133

#### FOR ASSESSOR'S USE ONLY

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

**RECEIVED**

**JUL 29 2019**

**SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER**

#### PROPERTY DESCRIPTION

Parcel No. 0041/010  
Address of dwelling 426 Francisco Street  
San Francisco, California 94133

Print your social security number and name here

SSN: \_\_\_\_\_

NAME: Adam A. Smith

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

SSN: \_\_\_\_\_

NAME: TRACY CASEM-SMITH

### 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? February 17, 2012  
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): February 17, 2012  
(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

07/21/2019

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

DATE

7/21/2019

EMAIL ADDRESS

SAILIN@GSMETTY@GMAIL.COM

DAYTIME TELEPHONE NUMBER

(408) 761-0648

**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)

Manoj Marathe  
430 Francisco Street  
San Francisco, California 94133

#### FOR ASSESSOR'S USE ONLY

Received \_\_\_\_\_

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Reason for denial \_\_\_\_\_

RECEIVED  
JUL 29 2019  
SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER

#### PROPERTY DESCRIPTION

Parcel No. 0041/010

Address of dwelling 430 Francisco Street  
San Francisco, California 94133

Print your social security number and name here

SSN: \_\_\_\_\_

NAME: Manoj Marathe

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

SSN: \_\_\_\_\_

NAME: ZOFIA BECZEK MARATHE

### 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? February 17, 2012  
(month/day/year)

2. Date you occupied this property as your principal residence (see instructions): February 17, 2012  
(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

Manoj Marathe

DATE

July 22, 2019

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

Zofia Beczek Marathe

DATE

July 22, 2019

EMAIL ADDRESS

ARAKIS06@HOTMAIL.COM

DAYTIME TELEPHONE NUMBER

(415) 350 2237

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)

Sherlyn Chew  
432 Francisco Street  
San Francisco, California 94133

**FOR ASSESSOR'S USE ONLY**

Received \_\_\_\_\_  
Approved \_\_\_\_\_  
Denied \_\_\_\_\_  
Reason for denial \_\_\_\_\_

**RECEIVED**

**JUL 29 2019**

**SAN FRANCISCO ASSESSOR-RECORDER  
FRONT COUNTER**

**PROPERTY DESCRIPTION**

Parcel No. 0041/010  
Address of dwelling 432 Francisco Street  
San Francisco, California 94133

Print your social security number and name here

SSN: \_\_\_\_\_

NAME: Sherlyn Chew

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? February 17, 2012  
(month/day/year)
- Date you occupied this property as your principal residence (see instructions): February 17, 2012  
(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: 172 Amber Dr. San Francisco 94131 2-16-12  
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

Sherlyn Chew

DATE

7-21-19

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

DATE

EMAIL ADDRESS

1sherlynchew@gmail.com

DAYTIME TELEPHONE NUMBER

(415) 606-9704

**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**

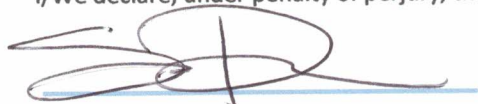
I/We, Sara Michelle Plummer and Brian Michael Barnard as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 424 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 \$ \$1,245,000.

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.

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



Signature of Applicant

Sara Michelle Plummer

Printed Name

7.30.19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

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.

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**TENANT INTENT TO PURCHASE**

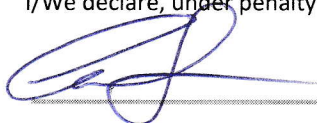
I/We, Adam A. Smith as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 426 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 \$ \$1,345,000.

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.

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



Signature of Applicant

Adam A. Smith

Printed Name

7/26/19

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 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, Johnny Vu as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 428 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 \$ \$1,420,000.

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.

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

  
Signature of Applicant

Johnny Vu

Printed Name

8/8/19  
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, Manoj Marathe and Zofia Beczek-Marathe as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 430 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 \$ \$1,420,000

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.

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

Manoj Marathe  
Signature of Applicant

Manoj Marathe  
Printed Name

July 27, 2019  
Date

Beczek Marathe  
Signature of Applicant

Zofia Beczek-Marathe  
Printed Name

July 27, 2019  
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).

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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, Sherlyn Chew as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 432 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 \$ \$1,345,000.

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.

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

  
Signature of Applicant

Sherlyn Chew  
Printed Name

7-26-19  
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).

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**TENANT INTENT TO PURCHASE**

I/We, Lena Q. Lionetti and Larry D. Lionetti as  
tenant(s) of property at 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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. 434 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 \$ \$1,245,000.

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.

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

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Signature of Applicant

Lena Q. Lionetti

**Printed Name**

7/31/19  
**Date**

Larry D. Lionetti


**Printed Name**

7/31/19  
**Date**




**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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
Sara Michelle PlummerPrinted Name7.30.19Date
  
 Signature of Applicant
Brian Michael BarnardPrinted Name7/30/19DateSignature of ApplicantAdam A. SmithPrinted NameDateSignature of ApplicantJohnny VuPrinted NameDateSignature of ApplicantManoj MarathePrinted NameDateSignature of ApplicantZofia Beczek-MarathePrinted NameDateSignature of ApplicantSherlyn ChewPrinted NameDateSignature of ApplicantLena Q. LionettiPrinted NameDateSignature of ApplicantLarry D. LionettiPrinted NameDate

**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
 Signature of Applicant	Adam A. Smith Printed Name	7/26/19 Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
 Signature of Applicant	Johnny Vu Printed Name	8/8/19 Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date


**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant <i>Manoj Marathe</i>	Manoj Marathe Printed Name	<i>July 27, 2019</i> Date
Signature of Applicant <i>Beczek - Marathe</i>	Zofia Beczek-Marathe Printed Name	<i>July 27, 2019</i> Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
 Signature of Applicant	Sherlyn Chew Printed Name	7-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date



**Form 4****Owner's Release of Interest in Common Areas****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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.

Sara Michelle PlummerSignature of ApplicantPrinted NameDateBrian Michael BarnardSignature of ApplicantPrinted NameDateAdam A. SmithSignature of ApplicantPrinted NameDateJohnny VuSignature of ApplicantPrinted NameDateManoj MaratheSignature of ApplicantPrinted NameDateZofia Beczek-MaratheSignature of ApplicantPrinted NameDateSherlyn ChewSignature of ApplicantPrinted NameDateLena Q. LionettiSignature of ApplicantPrinted Name7/31/19  
DateLarry D. LionettiSignature of ApplicantPrinted Name7/31/19  
Date



**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

Sara Michelle Plummer  
Printed Name

7.30.19  
Date



Signature of Applicant

Brian Michael Barnard  
Printed Name

7/30/19  
Date

Signature of Applicant

Adam A. Smith  
Printed Name

Date

Signature of Applicant

Johnny Vu  
Printed Name

Date

Signature of Applicant

Manoj Marathe  
Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe  
Printed Name

Date

Signature of Applicant

Sherlyn Chew  
Printed Name

Date

Signature of Applicant

Lena Q. Lionetti  
Printed Name

Date

Signature of Applicant

Larry D. Lionetti  
Printed Name

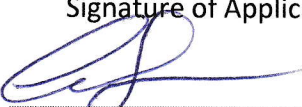
Date

**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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.

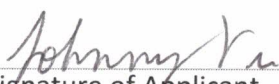
_____ Signature of Applicant	Sara Michelle Plummer _____ Printed Name	_____ Date
_____ Signature of Applicant	Brian Michael Barnard _____ Printed Name	_____ Date
 _____ Signature of Applicant	Adam A. Smith _____ Printed Name	7/26/19 _____ Date
_____ Signature of Applicant	Johnny Vu _____ Printed Name	_____ Date
_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date

**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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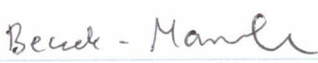
Signature of Applicant	Sara Michelle Plummer Printed Name	Date
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Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
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**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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 Signature of Applicant	Zofia Beczek-Marathe Printed Name	July 27, 2019 Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date




**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
 Signature of Applicant	Sherlyn Chew Printed Name	7-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
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**Form 7****Summary of Tenant Contacts****Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	7/31/19 Date
Signature of Applicant	Larry D. Lionetti Printed Name	7/31/19 Date



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

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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

Sara Michelle Plummer

Printed Name

7.30.19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

Signature of Applicant

Johnny Vu

Printed Name

Date

Signature of Applicant

Manoj Marathe

Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

Date

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

Signature of Applicant

Larry D. Lionetti

Printed Name


Date

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

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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
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_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
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_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date

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

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

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Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
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Signature of Applicant	Larry D. Lionetti Printed Name	Date

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

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

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Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant <i>Manoj Marathe</i>	Manoj Marathe Printed Name	<i>July 27, 2019</i> Date
Signature of Applicant <i>Beczek - Marathe</i>	Zofia Beczek-Marathe Printed Name	<i>July 27, 2019</i> Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

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

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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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 Signature of Applicant	Sherlyn Chew Printed Name	7-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date



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

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

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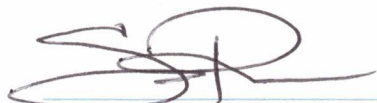


**Form 8B****Subdivider's Statement and Commitment Regarding Notice to New Tenants**

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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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Signature of Applicant

Sara Michelle Plummer

Printed Name

7.30.19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

Signature of Applicant

Johnny Vu

Printed Name

Date

Signature of Applicant

Manoj Marathe

Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

Date

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

Signature of Applicant

Larry D. Lionetti

Printed Name

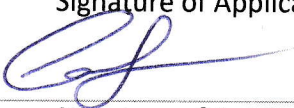
Date

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

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

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_____ Signature of Applicant	Sara Michelle Plummer _____ Printed Name	_____ Date
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_____ Signature of Applicant	Johnny Vu _____ Printed Name	_____ Date
_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date

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

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

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Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date

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

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

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Signature of Applicant	Larry D. Lionetti Printed Name	Date

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

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

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

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

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	Printed Name	
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	Printed Name	
Signature of Applicant	Zofia Beczek-Marathe	Date
	Printed Name	
Signature of Applicant	Sherlyn Chew	Date
	Printed Name	
Signature of Applicant	Lena Q. Lionetti	7/31/19
	Printed Name	Date
Signature of Applicant	Larry D. Lionetti	7/31/19
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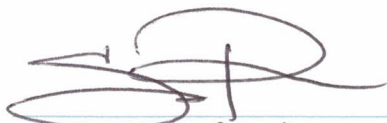


**Form 9****Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase**

[Sec. 1387]

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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

Sara Michelle Plummer

Printed Name

7.30.19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

Signature of Applicant

Johnny Vu

Printed Name

Date

Signature of Applicant

Manoj Marathe

Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

Date

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

Signature of Applicant

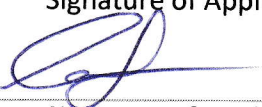
Larry D. Lionetti

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:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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	Sara Michelle Plummer _____ Printed Name	_____ Date
_____ Signature of Applicant	Brian Michael Barnard _____ Printed Name	_____ Date
 _____ Signature of Applicant	Adam A. Smith _____ Printed Name	<u>7/26/19</u> _____ Date
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_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date

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

[Sec. 1387]

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

[Sec. 1387]

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Signature of Applicant

Sara Michelle Plummer

Printed Name

Date

Signature of Applicant

Brian Michael Barnard

Printed Name

Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

Signature of Applicant

Johnny Vu

Printed Name

Date

Signature of Applicant

Manoj Marathe

Manoj Marathe

Printed Name

Date

July 27, 2019

Signature of Applicant

Becky Marathe

Zofia Beczek-Marathe

Printed Name

Date

July 27, 2019

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

Signature of Applicant

Larry D. Lionetti

Printed Name

Date




Form 9

Subdivider's Commitment Regarding Notice of the Tenant's Right of First Refusal to Purchase  
[Sec. 1387]

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Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
 Signature of Applicant	Sherlyn Chew Printed Name	7-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti 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:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

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.

Sara Michelle PlummerSignature of ApplicantPrinted NameDateBrian Michael BarnardSignature of ApplicantPrinted NameDateAdam A. SmithSignature of ApplicantPrinted NameDateJohnny VuSignature of ApplicantPrinted NameDateManoj MaratheSignature of ApplicantPrinted NameDateZofia Beczek-MaratheSignature of ApplicantPrinted NameDateSherlyn ChewSignature of ApplicantPrinted NameDateLena Q. LionettiSignature of ApplicantPrinted Name7/31/19  
DateLarry D. LionettiSignature of ApplicantPrinted Name7/31/19  
Date



424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

APN: 0041/010

Front of Building





Left-side Property Line

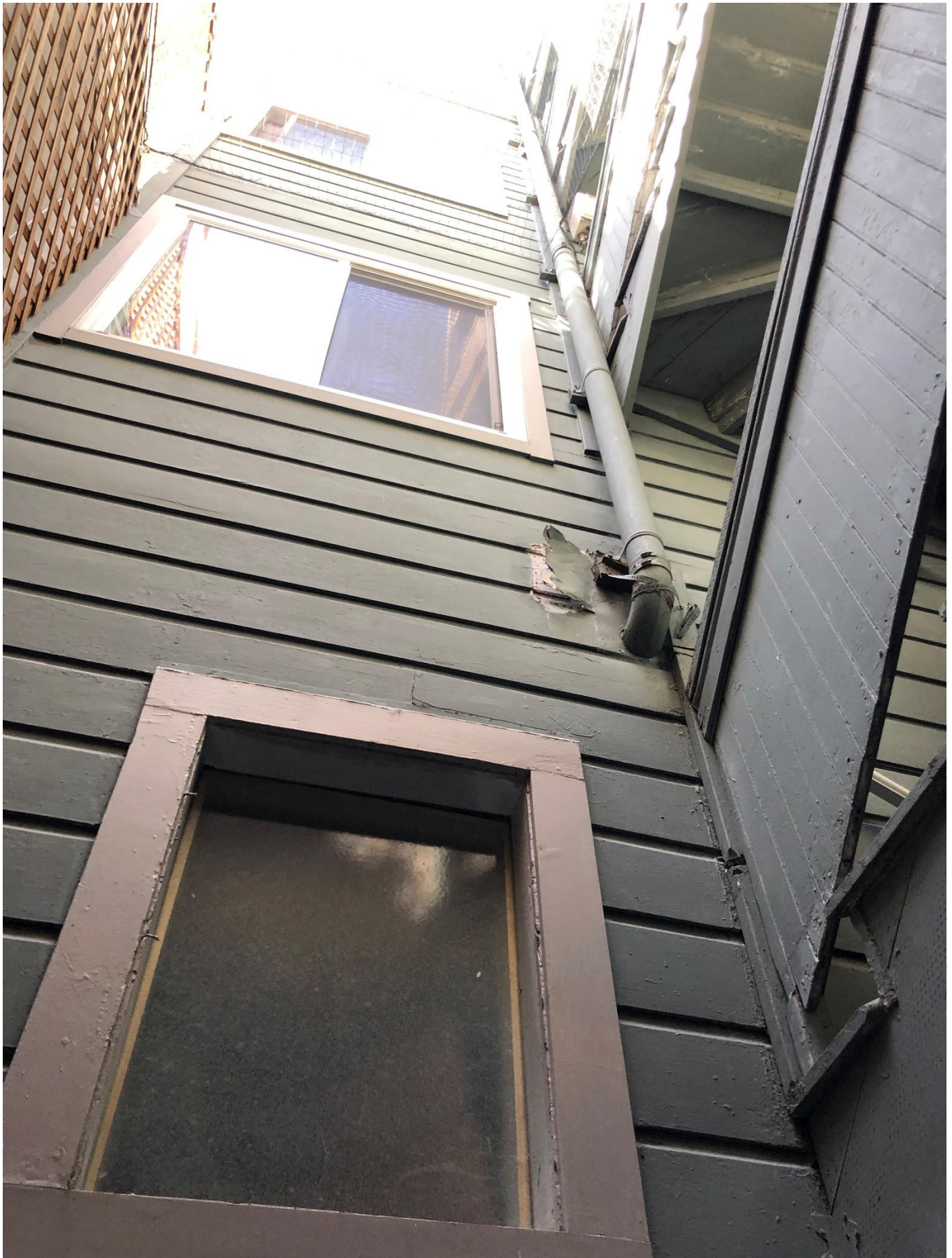








Rear of Building (1)





Rear of Building (2)



**Form 10**

**Proposition "M" Findings Form**  
**The Eight Priority Policies**  
**of Section 101.1 of the San Francisco Planning Code**

**City Planning Case No:** \_\_\_\_\_

**Assessor's Parcel Number:** 0041/010 \_\_\_\_\_

**Property Address:** 424–426–428–430–432–434 Francisco Street, San Francisco, California 94133 \_\_\_\_\_

**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-unit residential property to a six-unit 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-unit residential property to a six-unit 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 proposal will have no negative or positive effect on earthquake preparedness.

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 of Applicant

Sara Michelle Plummer

Printed Name

7.30.19

Date



Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19

Date

Signature of Applicant

Adam A. Smith

Printed Name

Date

Signature of Applicant

Johnny Vu

Printed Name

Date

Signature of Applicant

Manoj Marathe

Printed Name

Date

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

Date

Signature of Applicant

Sherlyn Chew

Printed Name

Date

Signature of Applicant

Lena Q. Lionetti

Printed Name

Date

Signature of Applicant

Larry D. Lionetti

Printed Name

Date

Signature of Applicant

Printed Name

Date

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

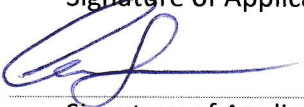
The proposal will have no negative or positive effect on earthquake preparedness.

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 of Applicant	Sara Michelle Plummer _____ Printed Name	_____ Date
_____ Signature of Applicant	Brian Michael Barnard _____ Printed Name	_____ Date
 _____ Signature of Applicant	Adam A. Smith _____ Printed Name	<u>7/26/19</u> _____ Date
_____ Signature of Applicant	Johnny Vu _____ Printed Name	_____ Date
_____ Signature of Applicant	Manoj Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Zofia Beczek-Marathe _____ Printed Name	_____ Date
_____ Signature of Applicant	Sherlyn Chew _____ Printed Name	_____ Date
_____ Signature of Applicant	Lena Q. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	Larry D. Lionetti _____ Printed Name	_____ Date
_____ Signature of Applicant	_____ Printed Name	_____ Date

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


The proposal will have no negative or positive effect on earthquake preparedness.

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 of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
 Signature of Applicant	Johnny Vu Printed Name	8/8/19 Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date
Signature of Applicant	Printed Name	Date

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

The proposal will have no negative or positive effect on earthquake preparedness.

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 of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
 Signature of Applicant	Manoj Marathe Printed Name	July 27, 2019 Date
 Signature of Applicant	Zofia Beczek-Marathe Printed Name	July 27, 2019 Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date
Signature of Applicant	Printed Name	Date

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The proposal will have no negative or positive effect on earthquake preparedness.

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 of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
 Signature of Applicant	Sherlyn Chew Printed Name	4-26-19 Date
Signature of Applicant	Lena Q. Lionetti Printed Name	Date
Signature of Applicant	Larry D. Lionetti Printed Name	Date
Signature of Applicant	 Printed Name	Date



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

The proposal will have no negative or positive effect on earthquake preparedness.

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 of Applicant	Sara Michelle Plummer Printed Name	Date
Signature of Applicant	Brian Michael Barnard Printed Name	Date
Signature of Applicant	Adam A. Smith Printed Name	Date
Signature of Applicant	Johnny Vu Printed Name	Date
Signature of Applicant	Manoj Marathe Printed Name	Date
Signature of Applicant	Zofia Beczek-Marathe Printed Name	Date
Signature of Applicant	Sherlyn Chew Printed Name	Date
Signature of Applicant	Lena Q. Lionetti Printed Name	7/31/14 Date
Signature of Applicant	Larry D. Lionetti Printed Name	7/31/15 Date
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:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133I/We, Sara Michelle Plummer and Brian Michael Barnard, 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
Sara Michelle Plummer

Printed Name

July 30, 2019  
 Date

  
 Signature of Applicant
Brian Michael Barnard

Printed Name

7/30/19  
 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.

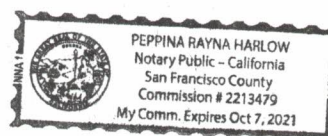
 State of California  
 County of San Francisco

 On July 30, 2019 before me, Peppina Rayna Harlow, Notary Public, personally appeared

Sara Michelle Plummer & Brian Michael Barnard, 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:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Adam A. Smith, 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

Adam A. Smith

Printed Name

7/26/19  
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 07/26/2019 before me, Trish Casey, Notary Public, personally appeared

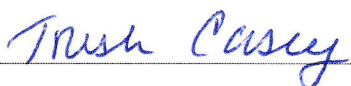
Adam A. Smith

\_\_\_\_\_, 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:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Manoj Marathe and Zofia Beczek-Marathe, 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.

Manoj Marathe  
 Signature of Applicant

Manoj Marathe  
 Printed Name

July 27, 2019  
 Date

Zofia Beczek-Marathe  
 Signature of Applicant

Zofia Beczek-Marathe  
 Printed Name

July 27, 2019  
 Date

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State of California  
 County of San Francisco

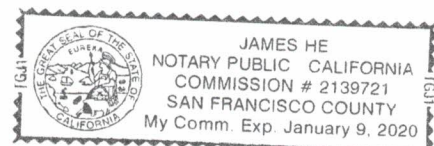
On July 27, 2019 before me, James He, Notary Public, personally appeared

Manoj Marathe and Zofia Beczek-Marathe, 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:** 0041/010

**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Lena Q. Lionetti and Larry D. Lionetti, 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

Lena Q. Lionetti

Printed Name

Date \_\_\_\_\_

7/31/19

Signature of Applicant

Larry D. Lionetti

Printed Name

Date \_\_\_\_\_

7/31/19

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State of

County of

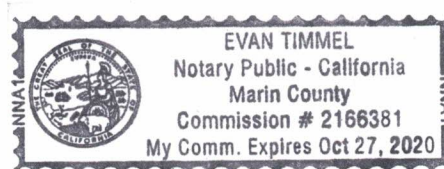
On 01.31.2021 before me, Evan Timmel, Notary Public, personally appeared

Lena Q Lionetti and Larry D Lionetti, 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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Sara Michelle Plummer and Brian Michael Barnard, 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, 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

Sara Michelle Plummer

Printed Name

July 30, 2019  
 Date

  
 Signature of Applicant

Brian Michael Barnard

Printed Name

7/30/19  
 Date

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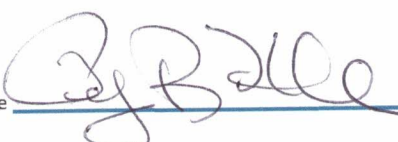
State of California  
 County of San Francisco

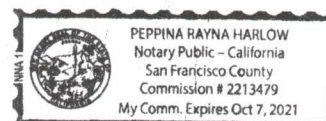
On July 30, 2019 before me, Peppina Rayna Harlow, Notary Public, personally appeared

Sara Michelle Plummer / Brian Michael Barnard, 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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Adam A. Smith, 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

Adam A. Smith

Printed Name

7/26/19

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 07/26/2019 before me, Trish Casey, Notary Public, personally appeared

Adam A Smith, 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 Trish Casey (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

**Assessor's Parcel Number:** 0041/010**Property Address:** ~~424-426-428-430-432-434~~ Francisco Street, San Francisco, California 94133

I/We, Manoj Marathe and Zofia Beczek-Marathe, 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.

Manoj Marathe

Signature of Applicant

Manoj Marathe

Printed Name

July 27, 2019  
DateZofia - Marathe

Signature of Applicant

Zofia Beczek-Marathe

Printed Name

July 27, 2019  
Date

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State of CaliforniaCounty of San FranciscoOn July 27, 2019 before me, James He, Notary Public, personally appeared

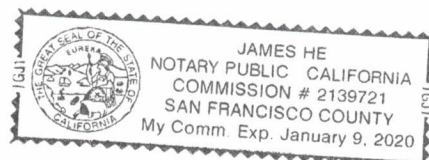
Manoj Marathe and Zofia Beczek-Marathe, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)





Required for all owners of record

 **HANG LE CHAU**  
COMM. # 2215814  
NOTARY PUBLIC • CALIFORNIA  
ALAMEDA COUNTY  
Comm. Exp. OCT. 5, 2021

**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

**Assessor's Parcel Number:** 0041/010**Property Address:** 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

I/We, Lena Q. Lionetti and Larry D. Lionetti, 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]*  
 Signature of Applicant

*[Signature]*  
 Signature of Applicant

Lena Q. LionettiPrinted Name7/31/19  
DateLarry D. LionettiPrinted Name7/31/19  
Date

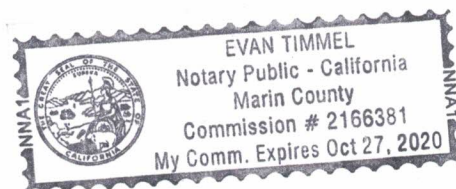
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA  
 County of Marin  
 On 07-31-2019 before me, Evan Timmel, Notary Public, personally appeared  
Lena Q Lionetti and Larry D Lionetti, 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)





**TIC Document List**  
**TENANCY IN COMMON AGREEMENT**  
**FOR**  
**474 FRANCISCO STREET**

	<b>Name of Document</b>	<b>Date of Document</b>	<b>Signatures</b> <b>(List who signed each document)</b>
	TIC Agreement	April 9, 2011	Lena and Larry Lionetti, Adam Smith, Johnny Vu, Zofia and Manoj Marathe, Sherilyn Chew
	Assumption and Release	July 6, 2016	Brian Bernard, Sara Plummer, Adam Smith

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

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

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Owner Initials:

*[Signature]*

Owner Initials:

*[Signature]*

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## INTRODUCTION

This Tenancy in Common Agreement is entered into on its Effective Date by and among the "Cotenants" listed in Exhibit B to this Agreement, and Phoenix Rabbit, LLC, a California limited liability company, by (the "Seller"). The Seller intends to sell undivided tenants in common interests in real property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA (hereinafter "the Property") to the Cotenants, who shall then co-own the Property. The Seller shall participate in the co-ownership of the Property as a Cotenant until such time as all of the Seller's interest in the Property has been transferred. The Parties want to clarify the terms and conditions of their co-ownership arrangements and reduce their agreement to writing. 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.

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**ARTICLE 1--DEFINITIONS AND EXHIBIT LIST**

The following initially capitalized items 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 unincorporated association of Cotenants of which each Cotenant shall be deemed a member for so long as he/she is a Cotenant, which shall be established for the purpose of managing and maintaining the Property and fulfilling other responsibilities as described in this Agreement.

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

**"Board"** means any subgroup of Cotenants or other body authorized under the TIC Agreement to represent or govern the Association or to enforce the TIC Agreement.

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

**"Director"** means a member of the Board of Directors of the Association.

**"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) reasonably appears to immediately endanger 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.

**"Majority Cotenant Approval"** means the approval of Cotenants representing the majority of the voting power represented in person, or by proxy, at a properly Noticed and conducted Cotenant Meeting.

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

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**"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.

**"Repair/Replacement Reserves"** means funds collected for repair and replacement of the major components of the Property that the Association is obligated to maintain.

**"Unanimous Cotenant Approval"** means the approval of Cotenants representing all of the voting power represented in person, or by proxy, at a properly Noticed and conducted Cotenant Meeting.

**"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 that is not exposed within a unit interior, or any structural component of walls, ceilings, and floors.

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

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

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

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

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

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

## 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

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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 Association 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

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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 U. S. Internal Revenue Code §761, 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.

**2.5 AUTHORITY OF BOARD.** Except where this Agreement specifically provides otherwise, all of the activities of the Association shall be conducted, and all powers exercised, by and under the

direction of the Board. Without limiting the generality of the preceding sentence, it is expressly intended that whenever this Agreement states that the Association may or must make a decision, the decision is to be made by a vote of the Board rather than by the vote of the Cotenants. The only exception to this general rule is when this Agreement states that a particular decision or action requires the approval of a specific number or percentage of Cotenants.

**2.6 ADOPTION OF RULES.** The Board may adopt reasonable Rules to implement the provisions of this Agreement. The Secretary shall furnish copies of the Rules to all Cotenants and Occupants as soon as possible after adoption and upon receiving a Notice containing the request. The Board shall follow the procedure for adopting and changing Rules described in California Civil Code §1357.100 *et seq.*

**2.7 APPLICATION OF AGREEMENT TO SELLER.** The Seller shall assume all of the responsibilities, and be entitled to all of the rights, associated with each Cotenancy Share which has not been transferred. Each Party who is a member of the group of Parties referred to in this Agreement as the Seller shall be jointly and severally liable for all obligations and responsibilities of the Seller, and all rights provided to the Seller under this Agreement shall be deemed jointly held by such Parties. All of the rights and duties of the Seller under this Agreement, including but not limited to the right to vote, shall cease when the Seller does not control any of the Cotenancy Shares.

### ARTICLE 3-- SPACE ASSIGNMENTS AND USAGE/ALTERATION RESTRICTIONS

**3.1 ASSIGNMENT OF UNITS AND EXCLUSIVE USE COMMON AREAS.** The Parties hereby assign the exclusive rights to use particular Units and Exclusive Use Common Area as shown on Exhibit B to particular Cotenants as shown on Exhibit A. 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 each of the other Cotenants have been satisfied. In the event that any parking right is not assigned to a particular Cotenant, it shall be deemed Common Area to be shared equally by all Cotenants.

**3.2 EXCEPTIONS TO EXCLUSIVE USAGE RIGHTS.** All exclusive usage rights assigned by this Agreement are subject to the right, reserved on behalf of all Cotenants, and their guests and invitees, to pass through such assigned areas for escape in 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.
- (2) Notwithstanding the preceding paragraph, if tenants have been evicted from the Property pursuant to San Francisco Administrative Code §§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. When a Cotenant rents all or a portion of a parking or storage area to someone who is not an Occupant, such rental shall be subject to the rental tenant selection requirements of Subsection (2) even if a Party will continue to be an Occupant of the Cotenants assigned Unit.
- (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 the Association together with a standard form rental application completed by each Prospective Tenant. The Board shall be entitled to contact each Prospective Tenant to arrange a personal or telephone interview. The Board 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 to arrange an interview shall not cause this time period to be extended. To be considered valid, the Notice of disapproval must 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 a valid Notice of disapproval. As provided in Section 9.3D Lender(s) are except from the requirements of this Subsection.

- 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 the Association before the date the non-Party begins a pattern of repeated usage.

- D. Eviction Restrictions.** Seller is expressly authorized to invoke San Francisco Administrative Code §37.9(a)(13) ("Ellis Act") at Seller's sole expense for the purpose of evicting rental tenants from the Property without the approval of any other Cotenant.

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Under the circumstances described in Subsection 9.3D, Lenders and certain Parties who acquire a Cotenancy Share following a foreclosure, are also expressly authorized to invoke the Ellis Act for the purpose of evicting rental tenants from the Property. All Parties agree to cooperate in good faith in such eviction(s), 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 such an eviction 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 §37.9(a) (8) ("Owner Move-In") or 37.9(a) (13) ("Ellis Act") without Unanimous Cotenant Approval. 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 attorneys' fees.

- E. 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.

**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.** No Cotenant shall park a motor vehicle of any kind anywhere on the Property. Strict compliance with this provision 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 located on the Property 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 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

**3.7 NUISANCE.**

- A.** No person shall use any part of the Property in a way that unreasonably interferes with the quiet enjoyment of anyone else, 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.** Within a deck assigned as Exclusive Use Common Area, the Cotenant assigned the area may place or store outdoor furniture, barbecues, plants, and other typical outdoor furnishings provided the amount or condition of such items does not significantly diminish the value or desirability of the Property. Within storage space assigned as Exclusive Use Common Area, the Cotenant assigned the area may store any non-hazardous material provided it is 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 sentences, 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 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.** Except as specifically provided in this Subsection, no one may alter Common Area, or Exclusive Use Common Area, without prior, explicit Association approval. The following alterations of Exclusive Use Common Area are permitted without approval:

- (1) A Cotenant may alter his/her assigned storage area (if any) provided the alteration will not impair the structural integrity or mechanical systems of the Property, diminish the utility of any other area of the Property, or change the usage of the space from storage to something else (such as a habitation, workshop, office, parking area, recreation room, etc.).
- (2) A Cotenant may alter his/her assigned deck provided the alteration will not impair the structural integrity, mechanical systems, value or desirability of the Property, or involve the installation or attachment of anything to the Property (such as a screen, cover, awning, hot tub, spa, fence, etc.).

### C. Procedure For Alteration Approval.

- (1) **Application Submittal.** Cotenants wishing to make alterations requiring Association approval shall submit "Plans and Specifications" to the Board. "Plans and Specifications", as used in this Article, shall include the following:
  - (a) 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 Board to evaluate it fully;
  - (b) Upon request of the Board, a certificate by an architect or engineer licensed by the State of California stating that the alteration (i) will not

impair the structural integrity of any part of the Property, and (ii) will not interfere with any Utility; and

- (c) Upon request of the Board, a set of construction drawings prepared by an architect and/or engineer licensed by the State of California.

The Board may require as much detail in the Plans and Specifications as it deems appropriate, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and samples of exterior material and colors. The Board may postpone review of any application until receipt of all required information and materials. Upon submittal of all required information and documentation, the Board shall give the Cotenant a written, dated receipt. The date of the receipt shall be the commencement date for computing the time within which the Board must approve or disapprove the application. The Board may charge a reasonable fee for reviewing an application.

- (2) **Time Limit For Board Decision.** Within forty-five (45) days after receipt of all materials required or requested by the Board, it shall provide Notice to the applicant of its decision. If the Board fails to provide Notice within this time frame, 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) **Standards For Board Decision.** The Board decision must be made in good faith and may not be unreasonable, arbitrary, or capricious. The Board shall approve an alteration only if it makes an affirmative finding that the alteration (i) will not impair the structural integrity of any part of the Property, (ii) will not interfere with any Utility, (iii) will not detract from the appearance, harmony, attractiveness and enjoyment of the Property, and (iv) 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 Board'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 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 Cotenant fails to comply with the provisions of this Subsection, the approval given shall be deemed revoked unless the Board extends the time for commencement. Any request for an extension shall be in writing. The Board 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 the Association 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 Director, 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 granted. If, as a result of an inspection, a Director finds a violation of this Article, the Board 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 Board shall provide Notice of a hearing to consider the Cotenant's continuing non-compliance. At the hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall require the Cotenant to remedy it within a period of not more than forty-five (45) days from the date of the Board's ruling. At any time within such period, or within any extension of such period as the Board, in its discretion, may grant, the Board may choose not to wait for the Cotenant to act, and instead the Board may act to remedy the non-compliance, and recover any associated expense through the Actionable Violation procedure described in this Agreement. The Board may also cause a notice of non-responsibility for mechanics' liens to be recorded and posted as specified in California Civil Code §3094.

**3.12 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.

**3.13 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.

**ARTICLE 4-- EXPENSE ALLOCATION AND PAYMENT****4.1 ASSOCIATION EXPENSE ALLOCATION.**

**A. Property Taxes.** The portion of Regular Assessment and Special Assessment

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levied for service and repayment of taxes and assessments imposed upon the Property by any governmental authority (the "Property Taxes") shall be allocated according to "Property Tax Percentage". The Property Tax Percentages shall be the basis for allocation of all Property Tax, including those elements which are not assessed by the County based on property value. Each Cotenancy Share's Property Tax Percentage shall be determined by dividing its "Individual Property Tax Basis" by the "Total Property Tax Basis",

(1) Individual Property Tax Basis shall be determined as follows:

- (a) Except when (b), (c), (d), (e), or (f) apply, a Cotenancy Share's Individual Property Tax Basis shall be the amount last paid for the Cotenancy Share. This same rule shall apply to any Cotenancy Share retained by Seller, which shall have as its Individual Property Tax Basis the assessed value of the Property immediately prior to his/her first sale of a Cotenancy Share under this Agreement, multiplied by the percentage of title of the Property he/she has retained.
- (b) Where work on an assigned Unit or Exclusive Use Common Area has triggered 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) In instances where all or any part of a Cotenancy Share is transferred in a manner which triggers a reassessment of the Property, and such reassessment is not accurately reflected by the amount last paid for the Cotenancy Share as shown in Exhibit A, the Individual Property Tax Basis for the Cotenancy Share shall be adjusted to accurately reflect such reassessment.
- (d) 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.
- (e) Where work performed by the Association (as opposed to by a particular Cotenant) has triggered reassessment of the Property, the Individual Property Tax Basis of each Cotenancy Share shall be adjusted. The adjustment for each Cotenancy Share shall be calculated by multiplying the amount of the reassessment by the Cotenancy Share's Property Tax Percentage in effect immediately prior to the reassessment.
- (f) Individual Property Tax Basis shall be adjusted annually to reflect increases levied by the county assessor for cost of living and

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inflation. Such adjustments shall be applied retroactively to the effective date of the county reassessment.

- (2) The Total Property Tax Basis shall be the sum of the Individual Property Tax Basis for all Cotenants.
- (3) A Cotenant's Individual Property Tax Basis shall be divided by the Total Property Tax Basis. The resulting fraction shall be the Property Tax Percentage for such Cotenant.

Notwithstanding anything to the contrary in this Agreement, the Treasurer 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 Board. In addition, notwithstanding anything to the contrary in this Agreement, to the extent that the Treasurer determines that a Cotenant has overpaid or underpaid Property Tax, the Treasurer 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, Board or a manager failed to include such Property Tax in an Assessment or failed to provide Notice to the Party of such Property Tax.

*THIS PROVISION IS EXPRESSLY INTENDED TO PRESERVE THE PROPERTY TAX BASIS OF PRIOR OWNERS IN A PARTIAL SALE, AND TO MAKE BUYERS OF PARTIAL INTERESTS PAY TAX BASED ON THEIR PURCHASE PRICE JUST AS IF THEY BOUGHT A CONDOMINIUM OR SINGLE FAMILY HOME.*

- B. **Insurance Costs.** The portion of Regular and Special Assessment levied for the cost of all insurance required by this Agreement (the "Association Insurance Costs") shall be allocated equally among the six (6) Cotenancy Shared.
- C. **Repair Costs.** As provided in Article 6, 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".
  - (1) Each Cotenant shall be responsible for his/her Individual Repair Costs.
  - (2) The portion of Regular and Special Assessment levied for all other Association Repair Costs shall be allocated equally among the six (6) Cotenancy Shared.
- 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 portion of Regular and Special Assessment levied for the cost of all other Utilities (also part of

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the "Association Utility Costs") shall be allocated equally among the six (6) Cotenancy Shared. 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 a Association Utility Cost, and reimburse the affected Cotenant for such cost on a monthly basis.

- E. Condominium Conversion Costs.** In the event the Property is converted to condominiums, the portion of Regular and Special Assessment levied for surveying fees, legal fees, application fees, inspection fees and recording fees (parts of the "Association Conversion Costs") shall be allocated equally among Cotenants. Costs associated with work on the Property that is required in connection with the conversion process shall be categorized as either Individual Repair Costs or Association Repair Costs as provided in Article 6, and the portion of Regular and Special Assessment levied for these Association Repair Costs shall be allocated as provided in Subsection C above.
- F. Management Costs.** The portion of Regular and Special Assessment levied for the costs of management (the "Management Costs") shall be allocated among the Cotenants equally.
- 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 Shared.

#### 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 for the next fiscal year in compliance with California Civil Code §1365. The Operating Budget shall consist of (i) the "Operating Expenses" which shall include Property Taxes, Association Insurance Costs, Association Utility Costs, Association Utility Costs, Management Costs, and an allowance for minor Association Repair Costs, and (ii) the Repair/Replacement Reserves. The Operating Budget shall include an Assessment and Reserve Funding Disclosure Summary in the form required by California Civil Code §1365.2.
- B. Creation, Approval and Distribution.** The Board shall adopt an Operating Budget at least forty five (45) days before the beginning of each fiscal year. The President shall prepare a draft Operating Budget and convene a Board Meeting to present it for adoption. No Director shall unreasonably withhold his/her approval of an Operating Budget. In general, a majority of Directors may approve an Operating Budget; however, if the Operating Budget would cause in increase of more than twenty percent (20%) in any Cotenant's Regular Assessment, Majority Cotenant Approval shall be required. Following adoption, the President shall distribute the Operating Budget, along with an Assessment and Reserve Funding Disclosure Summary in the form required by California Civil Code §1365.2, in compliance with California Civil Code §1365. An Operating Budget shall be distributed not less than thirty (30), nor more than ninety (90), days before the beginning of the fiscal year.

**C. Regular Assessments.**

- (1) Each Cotenant's allocated share of the various expenses and reserves comprising the Operating Budget shall be divided into equal monthly payments (the "Regular Assessments"). The cost of certain Utility service as described in Subsection 4.1D shall also be included in the Regular Assessment. No later than the first day of each month, each Cotenant shall provide his/her Regular Assessment to the Association.
- (2) In general, the Operating Budget shall determine the amount of the Regular Assessment. However, the Association may revise the Regular Assessment during the course of the year. Such a revision may be adopted by the Board unless the Cotenant voting provisions of this Agreement require Cotenant (rather than Board) approval.
- (3) The Association 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.
- (4) The very first Regular Assessment shall be due from all Cotenants (including Seller) on the first day of the first month after Seller conveys the first Cotenancy Share. As provided in Section 2.7, Seller shall be deemed the Cotenant for all unsold shares and consequently Seller shall also be obligated to pay the Regular Assessment for all Cotenancy Shares that have not been transferred, including any Cotenancy Shares that the Seller may retain.

**4.3 RESERVE STUDY.** At least once every three (3) years the Association shall conduct a competent and diligent visual inspection of the accessible areas of such major components and obtain a study of its requirements for Repair/Replacement Reserves. The study shall be conducted by a qualified individual or entity, and shall contain the following information:

- A. Identification of the major components of the Property that the Association is obligated to repair, replace, or maintain and which have a remaining useful life of less than thirty (30) years;
- B. An estimate of the remaining useful life of such components;
- C. An estimate of the cost of repair, replacement, restoration, or maintenance of such components at the end of their useful life; and
- D. An estimate of the total annual contribution necessary to defray such cost after subtracting currently available Repair/Replacement Reserves; and
- E. A "Reserve Funding Plan" that indicates how the Association plans to fund the contribution identified in Subsection D. The Reserve Funding Plan shall include a schedule of the date and amount of any change in Regular Assessment or Special Assessment that would be needed to sufficiently fund such plan. The Reserve Funding Plan shall be adopted by the Board at an open meeting. The Board must distribute their

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Reserve Funding Plan to all Cotenants along with the Association's annual Operating Budget.

The Association shall annually review the study and implement necessary adjustments to the Repair/Replacement Reserves component of the Assessments.

**4.4 SPECIAL ASSESSMENTS.** The Association may impose Special Assessments against the Cotenants to defray (i) Association Conversion Costs, (ii) the cost of construction, repair or replacement of capital improvements to portions of the Property which the Association is obligated to maintain, (iii) extraordinary expenses of the Association that were not anticipated in the Operating Budget, or (iv) any other purpose permitted by law. Special Assessments shall be imposed on all Cotenants. (Assessments imposed against fewer than all Cotenants shall be deemed "Reimbursement Assessments" rather than Special Assessments.) A Special Assessment may be approved by the Board unless the Cotenant voting provisions of this Agreement require Cotenant (rather than Board) approval. When a Special Assessment is approved, the Association shall provide Notice to each Cotenant stating the amount due from that Cotenant and the due date, and shall deliver such Notice to each Cotenant first class mail not less than thirty (30) nor more than sixty (60) calendar days before funds are due.

**4.5 USE OF REGULAR AND SPECIAL ASSESSMENTS.** Revenue raised through Regular and Special Assessments must be used to maintain, preserve and enhance the Property, or to promote the health, safety and general welfare of the Cotenants.

**4.6 REIMBURSEMENT ASSESSMENTS.** The Board may levy a Reimbursement Assessment against any Cotenant to enforce the Cotenant's obligations and responsibilities under the Agreement. The Association shall send a Notice to the affected Cotenant stating the amount due and the due date, and shall deliver such Notice by first class mail not less than thirty (30) nor more than sixty (60) calendar days before funds are due.

#### **4.7 ACCOUNT ADMINISTRATION.**

##### **A. Operating Account.**

- (1) **Basic Operating Account Requirements.** The "Operating Account" shall be the initial depository for all Association funds and the source of payment for all Association expenses. The Operating Account shall be maintained at a federally insured banking institution. A minimum balance of one thousand dollars (\$1,000) shall be maintained in the Operating Account at all times, and any shortfall in the minimum balance shall be recouped by Special Assessment.
- (2) **Disbursements From Operating Account.** Any Director, without prior authorization or approval, 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, Management Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs of less than five hundred dollars (\$500), and Association Repair Costs necessary to end an Emergency. All other disbursements ("Discretionary Disbursements") shall require an advance vote of the Board or the Cotenants. Discretionary Disbursements requiring a vote of the Cotenants (rather than the Board) are listed in the Cotenant voting provisions of

this Agreement. A Cotenant shall not be entitled to withdraw any funds from the Operating Account in connection with a transfer of his/her Cotenancy Share.

**B. Repair/Replacement Reserve Account.**

- (1) **Repair/Replacement Account Requirements.** The "Repair/Replacement Reserve Account" shall be the segregated depository for Repair/Replacement Reserves. The Repair/Replacement Reserve Account shall be maintained at a federally insured banking institution. A minimum balance of one thousand dollars (\$1,000) shall be maintained at all times, and any shortfall in the minimum balance shall be recouped by Special Assessment. Withdrawal shall require the signatures of two (2) Directors.
- (2) **Using Repair/Replacement Reserves.** The Association shall not expend Repair/Replacement Reserves for any purpose other than maintenance, repair or replacement, or litigation or arbitration involving maintenance, repair or replacement, of items that the Association is obligated to maintain, repair or replace. When the decision is made to use Repair/Replacement Reserves, or to temporarily transfer money from the Repair/Replacement Reserve Account, to pay for litigation, arbitration, or eviction, the Association shall provide Notice to the Cotenants of the decision and the availability of an accounting with the next available mailing, and thereafter prepare an accounting of the litigation or arbitration-related expenses at least quarterly and make the accounting available for inspection by Cotenants.
- (3) **Borrowing Repair/Replacement Reserves.** Repair/Replacement Reserves may be transferred to the Operating Account to meet short-term cash flow requirements or other expenses if the Board has provided Notice of the intent to consider the transfer in a properly prepared and transmitted Board meeting Notice which included the reasons the transfer is needed, some of the options for repayment, and whether a Special Assessment may be considered. If the Board authorizes the transfer, it shall issue a written finding, recorded in its minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Repair/Replacement Reserves. The transferred funds must be restored to the Repair/Replacement Reserve Account within one (1) year of the date it is initially transferred out, except that the Board may, after giving the same Notice required for considering a transfer, and making a written finding, supported by documentation, that a temporary delay would be in the best interest of the Association, temporarily delay the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the Repair/Replacement Reserve Account, and shall, if necessary, levy a Special Assessment to recover the full amount of the transferred funds within the time limits required by this Section.
- (4) **Repair/Replacement Reserves Disclosure.** The Association shall prepare and distribute a Reserve Funding Plan that indicates how the Board plans to fund the annual contribution to meet the Association's obligation for Repair/Replacement Reserves. The Association is also required to make the following disclosures about the Repair/Replacement Reserves as described in California Civil Code §1365.2.5: (i) Any deficiencies on a per Cotenancy Share basis; (ii) Whether the Board plans to defer repairs or replacement of any major

component of Common Area, including a justification for the deferral; and (iii) Whether the Association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.

- C. **Quarterly Review Of Financial Status.** Quarterly or more frequently the Board shall (i) review and reconcile the most current statements for its Operating Account and Repair/Replacement Reserve Account from the financial institution where the Association maintains the accounts, and (ii) compare the current year's actual revenues and expenses to the budget.

#### 4.8 ASSOCIATION REPORTING.

- A. **Initial Balance Sheet and Statement.** Not later than sixty (60) days after the "Initial Balance Sheet Date", the Association shall prepare and distribute to all Cotenants a balance sheet as of the "Initial Balance Sheet Date", and an operating statement for the period from the date of the first conveyance of a Cotenancy Share to the "Initial Balance Sheet Date". The operating statement shall include a schedule of Assessments received and receivable, identified by the names of the Cotenants. For the purposes of this Subsection, the "Initial Balance Sheet Date" shall be the date that is the last day of the month closest in time to six months from the date of conveyance of the first Cotenancy Share.

- B. **Required Annual Disclosures.** Along with the Operating Budget, the Association shall distribute:

- (1) **Dispute Resolution Reminder.** A description of the Association's internal dispute resolution process (Section 11.11 of this Agreement), and a copy or summary of California Civil Code §1369.510 *et Seq.* along with the following statement: "Failure of a Party to comply with the alternative dispute resolution requirements of California Civil Code §1369.520 may result in the loss of your right to sue the Association or another Party regarding enforcement of this Agreement or the applicable law";
- (2) **Insurance Summary.** Information regarding the Association insurance coverage for property damage, general liability, earthquake (if any) and flood (if any) using the procedure described in California Civil Code §1365(e);
- (3) **Assessment and Collection Policy.** The notice described by California Civil Code §1365.1 relating to collections and related matters; and
- (4) **Alteration Approval Policy.** The Board shall distribute a summary of requirements for Board approval of alterations to the Property. The summary shall describe the types of changes that require approval and shall include a copy of the procedure used to review and approve or disapprove a proposed change.

- C. **Annual Report.** Within one hundred and twenty (120) days after the close of the fiscal year, the Association shall prepare and distribute to each Cotenant an annual report for the previous year which includes a year-end balance sheet, an income statement, a

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statement of cash flow for that fiscal year, and a statement of the place where the records of the names and addresses of the current Cotenants are maintained. The annual report shall mention that the statements were prepared without audit from the books and records of the Association.

**4.9 RECORDS TO BE PROVIDED BY SELLER.** Seller shall provide to the Association copies of the following documents as soon as they are readily obtainable to Seller, and regardless of how the Seller obtained such copies. This obligation shall begin ninety (90) days after the Effective Date, and continue until the earlier of either (i) the date on which last Cotenancy Share has been transferred by Seller, or (ii) three (3) years from the date of issuance of the most recent Final Public Report issued by the California Department of Real Estate for the Property:

- A. The signed TIC Agreement, and all amendments thereto, including the unit diagrams and all other exhibits;
- B. Any Rules adopted by the TIC;
- C. Any plans approved by the local agency or county where the Property is located for the construction or improvement of facilities that the TIC is obligated to maintain or repair; provided, however, that the plans need not be as-built plans and that the plans may bear appropriate restrictions on their commercial exploitation or use and may contain appropriate disclaimers regarding their accuracy;
- D. All notice of completion certificates issued for the Property;
- E. Any bond or other security device in which the TIC or Cotenants are beneficiary;
- F. Any written warranty being transferred to the TIC for Common Area equipment, fixtures or improvements.
- G. Any insurance policy procured for the benefit of the TIC or the Property;
- H. Any lease or contract to which the TIC is a party; and
- I. A list of the names, mailing addresses and telephone numbers of the Cotenants, TIC accounting records, and minutes of Cotenant and Board Meetings.

Any document provided by Seller pursuant to this Section shall be kept and made available for inspection as required by law.

**4.10 ACCESS TO ASSOCIATION RECORDS.** To the full extent required by California Civil Code §1365.2, the Association shall make its records available for inspection and copying by any Party or Party's designee, and by any Director.

## ARTICLE 5—MANAGEMENT BYLAWS

**5.1 DIRECTORS AND OFFICERS.** Except where this Agreement specifically provides otherwise, all of the activities of the Association shall be conducted, and all powers exercised, by and

under the direction of the Board. Without limiting the generality of the preceding sentence, it is expressly intended that whenever this Agreement states that the Association may or must make a decision, the decision is to be made by a vote of the Board rather than by the vote of the Cotenants. The only exception to this general rule is when this Agreement states that a particular decision or action requires the approval of specific Cotenants or of a specific number or percentage of Cotenants.

- A. Election of Board Members.** There shall be three (3) Directors. The initial Directors shall be appointed by Seller, and shall serve until the first Cotenant Meeting. Thereafter, Directors shall be elected at Annual Cotenant Meetings. Candidates must be Parties but are not required to have any other qualifications. Unless they resign or are removed, Directors shall serve until the next Annual Cotenant Meeting. Mid-term vacancies shall be filled by the Board. Parties may make nominations during the Cotenant Meeting, and may nominate themselves. The candidate receiving votes representing the largest amount of voting power shall be elected. Whenever two (2) or more Directors are elected, cumulative voting shall be used subject to the procedural requirements of California Corporations Code §7615(b). Voting for Directors shall be by secret written ballot. For so long as Seller holds a majority of the voting power, at least one (1) of the Directors shall be elected solely by the votes of Cotenants other than Seller.
- B. Removal/Resignation Of Board Members.** Directors may be removed (i) by Cotenant vote for any reason, and (ii) by Board vote if the Director fails to attend three (3) Regular Board Meetings in a calendar year. A Director shall automatically cease to be a Director when he/she ceases to be a Party. A Director may resign at any time by giving Notice to the Association. For so long as Seller holds a majority of the voting power, any Director elected solely by the votes of Cotenants other than Seller may be removed prior to the expiration of his/her term by Cotenant vote only if there are sufficient votes to remove him/her cast by Cotenants other than Seller.
- C. Timing and Location of Board Meetings.** Regular Board Meetings shall be held at least quarterly. Special Board Meetings may be convened by (i) the President or (ii) by any two (2) Directors other than the President. All Board Meetings shall be held within the Property. When permitted by law and authorized by the Board in its sole discretion, (i) a Board Meeting may be held in whole or in part by electronic transmission and/or electronic video screen communication, and (ii) Cotenants and Directors may participate in, and Directors may vote in, a Board Meeting held at a physical location by electronic transmission and/or electronic video screen communication.
- D. Notice of Board Meetings.** Except in the case of an Emergency, Notice of all Board Meetings shall be given to all Cotenants at least four (4) days prior to the meeting. Notice of a Board meeting must contain an agenda and may be distributed in the manner described in Section 11.2. Boards may only discuss and take action on items on the agenda included in the Notice. Emergency Board Meetings may be held without Notice if a quorum is present and either before or after the meeting each absent Director (i) signs a written waiver of Notice, (ii) gives consent in writing to the holding of the meeting, or (iii) approves the minutes of the meeting. All waivers, consents, or approvals shall be filed with the records of the Board and made a part of the minutes.
- E. Conduct of Board Meetings.** Board Meetings, except those held in executive session, shall be open to all Cotenants. Each such meeting shall include a Cotenant's forum when Cotenants shall be permitted a reasonable time to speak. Unless expressly



authorized by the Board, Cotenants other than Directors may not participate in any Board discussion or deliberation before or after the Cotenant's forum. A majority of the Directors shall constitute a quorum. Provided there is a quorum, decisions may be made by a majority of Directors present.

- F. **Executive Sessions.** The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon (i) personnel matters, (ii) litigation in which the Association is or may become involved, (iii) matters that relate to the formation of contracts with third parties, and (iv) any matter involving attorney-client privilege. In addition, the Board shall be required to convene an executive session to discuss and vote upon any matter relating to discipline of, or non-payment of assessments by, a Cotenant, and the Cotenant shall be given an opportunity to attend the session. The general nature of any business to be considered in executive session shall be announced in open session and noted in the minutes of the immediately following meeting that is open to all Cotenants. The details of business conducted in executive session shall be confidential and disclosed only to Directors and persons authorized by the Board to have access to such information.
- G. **Board Action Without Meeting.** The Board may act without a meeting provided (i) all Directors consent in writing to the action and (ii) an explanation of the action is posted in a prominent place in the Common Area within three (3) days.
- H. **Officers.** Each Director shall act as an officer of the Association throughout his/her term. If the Directors are unable to agree among themselves regarding who will act as which officer, they shall draw straws to determine their selection priority. No Director shall be permitted to resign from his/her office without also resigning as a Director. The Officers have the following titles and duties.

(1) **President.**

- (a) The President shall preside at all Board Meetings, supervise the execution of Board orders and resolutions, sign legal instruments as necessary, and act as the chief executive officer of the Association.
- (b) The President shall maintain keys to all Units and locked Exclusive Use Common Areas, but may enter these areas only in an Emergency.
- (c) At least once each Calendar year, the President shall prepare an "Annual Certificate of Validity" either in the form attached as Exhibit C, or in such other form as has been approved by all Lenders.
- (d) Promptly upon the request of the transferor of a Cotenancy Share or his/her agent, the President shall complete and sign an "Assumption and Release of Obligation" either in the form attached as Exhibit D, or in such other form as has been approved by all Lenders.
- (e) Promptly upon the request of any Cotenant seeking to refinance, the President shall complete and sign a "Refinance Certificate" either in the form attached as Exhibit E, or in such other form as has been approved by all Lenders.

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- (1) The President shall be the custodian of the original signed copies of this Agreement, including all amendments and modifications, all Annual Certificates of Validity, and all Assumption and Release of Obligation forms.
- (2) **Secretary.** The Secretary shall record the votes and keep the minutes of all Board and Cotenant Meetings, keep a current list of the names and addresses of Cotenants, and perform other duties as the Board may from time to time require.
- (3) **Treasurer.** The Treasurer shall maintain proper books of account and other appropriate financial records in accordance with standard accounting practices, and be responsible for ensuring compliance with the preparation and review of the financial documentation required by this Agreement. The Treasurer shall also act in place of the President in his/her absence due to his/her inability to act.
- I. **Director and Officer Compensation.** Directors and officers shall not be compensated, but may be reimbursed for expenses incurred in connection with Association business.

## 5.2 COTENANT DECISIONS.

- A. **Bypass Expenses.** For the purposes of this Section, the following shall be deemed "Bypass Expenses": (i) An expense required by an order of court; (ii) An expense necessary to repair or maintain portions of the Property for which the Association is responsible where a threat to personal safety is discovered; and (iii) An expense necessary to repair or maintain portions of the Property for which the Association is responsible that could not have been reasonably foreseen by the Board when the Operating Budget was prepared, provided the Board passes, and distributes to the Cotenants along with Notice of the Assessment imposition or increase triggered by the Bypass Expense, a resolution containing written findings as to the necessity of the expense and explaining why it was not and could not have been reasonably foreseen in the budgeting process.

- B. **Actions Requiring Majority Cotenant Approval.** The following actions require Majority Cotenant Approval:

- (1) Increasing Regular Assessments more than twenty percent (20%) unless the increase is based upon a Bypass Expense;
- (2) Approving a Special Assessment which, when added to all other Special Assessments levied during the same fiscal year, exceeds five percent (5%) of the budgeted gross expenses for that fiscal year, unless the Special Assessment is based upon a Bypass Expense;
- (3) Approving a "Discretionary Special Assessment", defined as a Special Assessment not imposed to pay Property Taxes, Association Insurance Costs, Management Costs, Association Utility Costs, Association Conversion Costs, Association Repair Costs for work which is required under this Agreement, or replenishment of the minimum balances in any Association deposit account;

- (4) 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 three thousand dollars (\$3,000);
- (5) Making certain decisions following Catastrophic Damage, as described in Section 11.12; and
- (6) Entering into a contract under which a third person will furnish goods or services for the Common Area or the Association for a term of longer than one (1) year.

The following actions require Majority Cotenant Approval plus the approval of each Cotenant whose usage rights would be diminished, or whose obligations would be increased, by the action:

- (7) Granting easements;
- (8) Except as specifically provided in this Agreement, altering, reconfiguring or redefining the boundaries of a Unit or Exclusive Use Common Area, reassigning usage rights to any area of the Property, changing any provision that would significantly diminish a development right explicitly granted by this Agreement, or significantly changing a usage right, such as a rental right, Occupant allowance or pet allowance;
- (9) Changing the allocation of responsibility for maintenance, repair or replacement of the Property between the individual Cotenants and the Association; and
- (10) Changing the method of allocating expenses or distributions among the Cotenants.

**C. Actions Requiring Unanimous Cotenant Approval.** The following actions require Unanimous Cotenant Approval:

- (1) Selling the entire Property; and
- (2) Engaging in any business other than the operation of the subject Property with Association funds.

**D. Cotenant Meetings.**

- (1) Decisions requiring a vote of the Cotenants may be made only at an "Annual Cotenant Meeting" or a "Special Cotenant Meeting". The Annual Cotenant Meeting shall be held once each calendar year on a weekday during the forth (4<sup>th</sup>) quarter as scheduled by the Board, provided that the first shall be held within six (6) months after the closing of the sale of the first Cotenancy Share. A

Special Cotenant Meetings shall be Promptly scheduled by the Board upon the request of any Cotenant.

- (2) All Cotenant Meetings held at a physical location shall be held on the Property, unless the Board determines for good reason that the meeting should be held at another location. Cotenant Meetings held at another location shall be convened at a place as close to the Property as possible. When permitted by law and authorized by the Board in its sole discretion, (i) a Cotenant Meeting may be held in whole or in part by electronic transmission and/or electronic video screen communication, and (ii) Cotenants may participate and vote in a Cotenant Meeting held at a physical location by electronic transmission and/or electronic video screen communication. Cotenant Meetings shall be conducted in accordance with a recognized system of parliamentary procedure, and Parties shall be permitted a reasonable time to speak. Except when this Agreement requires the approval of specific Cotenants, or a higher percentage of voting power, Majority Cotenant Approval shall be required for decisions at Cotenant Meetings.
- (3) The Association shall give Notice of Cotenant Meetings to each Cotenant at least ten (10) but not more than ninety (90) days before the meeting. The Notice shall state the place, date and time of the meeting, the means of electronic transmission or electronic video screen communication, if any, by which Cotenants may participate, and (i) in the case of a Special Cotenant Meeting, the general nature of the business to be transacted, and no other business may be transacted, or (ii) in the case of the Annual Cotenant Meeting, those matters which the Board, at the time the Notice is given, intends to present for action by the Cotenants. Notice of any Cotenant Meeting at which Directors are to be elected shall include the names of all nominees known at the time the Notice is given. Unless otherwise explicitly stated in the Notice, the voting period for any particular matter to be decided at the meeting shall begin when discussion of such matter closes and end ten (10) minutes later.
- (4) The presence in person or by proxy of individuals entitled to cast votes representing at least fifty percent (50%) of the total voting power shall constitute a quorum at a Cotenant Meeting. If there is not a quorum, no business may be transacted, except that persons representing a majority of the voting power present may schedule another Cotenant Meeting for a date between five (5) and thirty (30) days later. When this occurs, the Association need not give Notice of the rescheduled Cotenant Meeting. If there is a quorum at the beginning of a Cotenant Meeting, but some leave, those remaining may continue provided individuals entitled to cast votes representing twenty five percent (25%) of the total voting power remain; however, any action must be approved by individuals representing the level of voting power which would be required if a full quorum were present. For example, a matter requiring Majority Cotenant Approval would still need the vote of persons representing more than twenty five percent (25%) of the total voting power of all Cotenants. Those who submit written ballots but are not otherwise present in person or by proxy shall not be deemed present for the purpose of determining whether quorum requirements are satisfied.

**E. Additional Requirements For Certain Votes.** The following additional requirements shall apply to any Cotenant vote regarding Regular or Special Assessments, election of Directors, amendments to the TIC Agreement or Rules, or the assignment of exclusive

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usage of any portion of Common Area to any Cotenant or group of Cotenants (except as otherwise provided by law).

- (1) All voting shall be by secret ballot.
- (2) Ballots complying with applicable law and two (2) preaddressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every Cotenant not less than thirty (30) days prior to the deadline for voting. In order to preserve confidentiality, a voter may not be identified by name, address, or assigned Unit number on the ballot. The Association shall use as a model those procedures used by California counties for ensuring confidentiality of voter absentee ballots, including all of the following:
  - (a) The ballot itself is not signed by the voter, but is inserted into an envelope that is sealed. This envelope is inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter prints and signs his or her name, address, and lot, or parcel, or unit number that entitles him or her to vote.
  - (b) The second envelope is addressed to the inspector or inspectors of election, who will be tallying the votes. The envelope may be mailed or delivered by hand to a location specified by the inspector or inspectors of election. The member may request a receipt for delivery.

All votes cast by written ballot shall be counted and tabulated by the inspector or inspectors of election in public at a properly Noticed open meeting of the Board or Cotenants. Any Cotenant may witness the counting and tabulation of the votes. No person shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The inspector of elections, or his or her designee, may verify the Cotenant's information and signature on the outer envelope prior to the meeting at which ballots are tabulated. Once the secret ballot is received by the inspector of elections, it shall be irrevocable. Each ballot received by the inspector of elections shall be treated as a member present at a meeting for purposes of establishing a quorum.

- (3) The Board shall appoint one (1) independent election inspector meeting all requirements imposed by law who shall perform all of the election inspection requirements imposed by law. The sealed ballots at all times shall be in the custody of the inspector of election or at a location designated by the inspector until after the tabulation of the vote and until the time allowed by California Corporations Code §7527 of the for challenging the election has expired, at which time custody shall be transferred to the Board. If there is a recount or other challenge to the election process, the inspector shall, upon written request, make the ballots available for inspection and review by a Cotenant or his authorized representative. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.
- (4) The tabulated results of each election shall be promptly reported to the Board and shall be recorded in the minutes of the next Board meeting and shall be available for review by the Cotenants. Within fifteen (15) days of the election, the

Board shall publicize the tabulated results of the election in a communication directed to all Cotenants.

- (5) After transfer of the ballots to the Board, election ballots shall be stored by the Association in a secure place for no less than one (1) year after the date of the election. In the event of a recount or other challenge to the election process, the association shall, upon written request, make the ballots available for inspection and review by Cotenants or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

**F. Voting Without Meeting.** Any action which may be taken at Cotenant Meetings, except the election of Directors where cumulative voting is a requirement, may, in the Board's sole discretion, be taken without a meeting provided (i) a written ballot describing the proposed action, stating the number of responses needed to meet quorum requirements and the number of approvals required for passage, and providing an opportunity to specify approval or disapproval, is distributed to every Cotenant entitled to vote on the matter, (ii) Cotenants are provided a reasonable time to return the marked ballot to the Association, and (iii) the requirements of Subsection E are satisfied when they apply to the matter being decided. Approval of an action by written ballot shall be valid only if the number of votes cast within the specified time frame equals or exceeds the number required for a quorum at a meeting, and the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting. Ballots shall be provided to Cotenants in the same manner as Notice is given under this Agreement. A vote cast by written ballot may not be revoked.

**G. Voting Power and Abstention.** Each Cotenant shall have one (1) vote of equal weight and voting rights shall vest on the first day of the first month after Seller conveys the first Cotenancy Share. 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. If the Parties comprising a Cotenant are unable to agree how to cast their vote, they shall abstain. Parties absent at the time a duly Noticed vote is taken shall also abstain. So long as the Seller remains a Cotenant, any matter requiring a prescribed majority of the voting power of the Association shall require the vote of a bare majority of the total voting power of the Association plus the vote of the prescribed majority of the total voting power of the Cotenants other than the Seller.

**H. Proxies.**

(1) For the purpose of this Section, the following definitions shall apply:

- (a) "Proxy" means a written authorization signed by a Cotenant or the authorized representative of the Cotenant that gives another person or entity the power to vote on behalf of that Cotenant.
- (b) "Signed" means the placing of a Cotenant's name on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the Cotenant or authorized representative of the Cotenant.



- (2) Each Cotenant may vote in person by ballot or by proxy. Proxies shall not be construed or used in lieu of a ballot.
- (3) All proxies shall be deemed to be authentic and valid if they are written, dated, signed by the Cotenant, and filed with the Secretary before the vote is cast, and any vote cast under such a proxy shall be deemed effective.
- (4) Every proxy shall be revocable and shall automatically cease upon (i) conveyance of a Cotenant's interest, (ii) receipt of Notice by the Secretary of the death or judicially declared incompetence of the Cotenant, (iii) arrival of an expiration date stated in the proxy provided it is no later than eleven (11) months from the date the proxy was created, (iv) passage of eleven (11) months from date the proxy was created, or (v) prior to the receipt of the ballot by the inspector of elections as described in California Corporations Code §7613.

Any form of proxy or written ballot distributed by any person to Cotenants shall identify the person or persons authorized to exercise it, provide that the vote shall be cast in accordance with the choice specified by the Cotenant, state the length of time it will be valid, and afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon. Any proxy or written ballot distributed to Cotenants concerning election of Directors which names candidates shall provide that it shall not be mandatory that a named candidate be specified and shall not be voted if it has been marked in a manner indicating that the authority to vote for the election of Directors is withheld. Any instruction given in a proxy issued for an election that directs the manner in which the proxy holder is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain.

- I. **Suspension of Voting Rights.** During any period when a Cotenant is in Default, all voting rights of such Cotenant shall be suspended.

**5.3 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.

**5.4 PREPARATION, DISTRIBUTION AND INSPECTION OF MINUTES.** A proposed draft of the minutes, final draft of the minutes, or summary of the minutes of all Board (other than executive session) and Cotenant Meetings shall be prepared and made available to Cotenants within thirty (30) days of the meeting. The proposed minutes, final minutes, or summary minutes shall be distributed to any Cotenant upon request and reimbursement of the reasonable cost of the distribution. At the time of distribution of the *pro forma* operating budget, or at the time of any general mailing to all Cotenants, the Association shall provide Notice to all Cotenants (i) that they may inspect and copy the minutes, and (ii) how and where such an inspection can occur.

**5.5 DELEGATION TO MANAGER.** The Board may delegate its management duties, including the duties of any officer, to a manager or management company upon Majority Cotenant Approval. Nevertheless, the following powers may not be delegated: (i) to levy Assessments; (ii) to begin litigation; (iii) to make capital expenditures; (iv) to impose discipline for violation of this Agreement; or (v) to hold hearings.

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**ARTICLE 5 REPAIRS AND INSURANCE**

**6.1 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 Exclusive Use Common Area in a condition that does not impair the value or desirability of other Units and the Property as a whole:
  - (1) With regard to interior Exclusive Use Common Area, (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; and
  - (2) With regard to a decks area, all elements of the item that serve only the item itself, but not those elements that contribute to the existence or support of Common Area or of Exclusive Use Common Area assigned to another Cotenant. Where the deck is located above an interior or semi-enclosed area of the Property, the Cotenant shall also be responsible for any additional cost for maintenance, repair or replacement of roofing or waterproofing that is a consequence of the installation or existence of the deck. The Association shall perform the work of repairing or replacing the roofing or waterproofing, including any associated removal and replacement of the deck, and shall assess the incremental cost as a Reimbursement Assessment.
- 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.

**6.2 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.** 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.** 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 6.1B.

6.3 **CONSEQUENTIAL DAMAGE AND LOSS.** The following provisions shall supersede the general rules described in Sections 6.1 and 6.2.

A. **Damage Due To Conduct.**

(1) **Cotenant Responsibility.** Each Cotenant is responsible for the costs of all maintenance, repair or 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 or 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 6.3A, 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 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 be 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, water intrudes into the building from the side, and the interior of a Unit is damaged, 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.

#### 6.4 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 two million five hundred thousand dollars (\$2,500,000) 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.

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- (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) 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, or 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.
- (2) 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.
- (3) 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.

**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 receive 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.

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- (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.
- F. Other Insurance Requirements.** (1) If the Association has employees, it shall maintain workers' compensation insurance as required by law.
- (2) Each Association insurance policy shall (i) name the Association as trustee for policy benefits payable to the Cotenants, (ii) provide a waiver of subrogation rights against the Association, its officers and the Cotenants, (iii) state that coverage be primary and not affected by any other insurance held by a Cotenant, and (iv) require that at least thirty (30) days prior written notice be given to the Association by the insurer before cancellation.
- (3) The Association's insurance shall be written by an insurance company qualified to do business in California with a rating of at least an "A" by Best's Insurance Reports or equivalent.
- (4) All policies of insurance shall be reviewed at least annually and adjusted, if necessary, to provide such coverage and protection as the Association may deem prudent or as reasonably required by any lender.
- (5) The Association shall provide Notice to all Cotenants as soon as reasonably practical if any of its insurance policies: (i) lapses or is canceled and is not immediately renewed, restored or replaced; (ii) will undergo significant change such as a reduction in coverage or limits, or an increase in the deductible; or (iii) is subject to a notice of nonrenewal and replacement coverage will not be in effect at the time the existing coverage will lapse.

## 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 President 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 President 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 President shall (i) attempt to complete and submit a lottery ticket application, (ii) retain an attorney and/or land surveyor, (iii) levy a Special Assessment is 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 President 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 President and all Cotenants describing his/her desired outcome and the underlying reasons;
  - (3) If the President 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 President shall follow such specification; otherwise, the President 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 a President 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 President, in which case he/she shall be deemed to have all of the powers of the President 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 absent Unanimous Cotenant Approval.

## ARTICLE 8—SALES AND OTHER TRANSFERS

**8.1 GENERAL TRANSFER POLICY.** In view of the fact that this Agreement prohibits loans secured by the entire Property, the Agreement does not contain provisions relating to rights of first refusal, rights of rejection, and rights to purchase following death or incapacity. *ALL COTENANTS EXPRESSLY ACKNOWLEDGE THAT NO COTENANT, BOARD, OR TIC APPROVAL IS REQUIRED FOR A VALID TRANSFER OF A COTENANCY SHARE, AND NO ONE HAS THE RIGHT TO MEET, ASSESS, OR REJECT A PROSPECTIVE TRANSFEREE.*

**8.2 TRANSFER NOTIFICATION AND SIGNATURE REQUIREMENT.** Prior to transferring any interest in the Property, each transferring Party shall provide Notice to each Cotenant of his/her intention to do so. No transfer of any interest in the Property shall be permitted unless the transferee has executed an "Assumption and Release of Obligations" either in the form attached as Exhibit D, or in such other form as has been approved by all Lenders (as that term is defined in Section 9.3). It shall be the responsibility of the Party transferring an interest in the Property to ensure that the notification 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. Without limiting the generality of the preceding sentence, *IT IS EXPRESSLY PROVIDED THAT IF AN INTEREST IS TRANSFERRED WITHOUT THE TRANSFEREE HAVING SIGNED A DOCUMENT EXPLICITLY AGREEING TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, THE ASSOCIATION AND ANY PARTY IS EMPOWERED 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 TRANSFEREE WHO DID NOT SIGN IS NO LONGER THE OWNER OF ANY INTEREST IN THE PROPERTY, OR 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 THAT THE PARTY WHO TRANSFERRED HIS/HER INTEREST WITHOUT COMPLYING WITH THIS SECTION IS RESPONSIBLE FOR ALL ASSOCIATED COSTS.* 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

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any successor to such person, including any trustee, receiver, executor, conservator, or similar person.

**8.3 TRANSFEREE AND SUCCESSOR OBLIGATION.** For the purposes of this Section, the term "transferee" shall be deemed to include any successor, assign 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 AND ENCUMBRANCES

**9.1 GENERAL PROHIBITION AGAINST ENCUMBRANCES.** 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 Unanimous Cotenant Approval. 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 California 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 Cotenant who contracted for the work associated with the lien.

**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.

**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) 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.

**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

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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, 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 Owner Through Foreclosure shall be permitted to undertake an Ellis Act eviction of such renters as provided in Section 3.3D. In such event, the following provisions shall apply.
  - (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.

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(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 Notice of Final Intent shall be an Actionable Violation. 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 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. 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 §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

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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) Abandonment of the Property, termination of the TIC Agreement in cases of Catastrophic Damage, or any action which would trigger a legal requirement or claim that any previously owner-occupied portion of the Property be rented; At the Lender's option, Loan Document may provide that any of these events (abandonment of the Property, termination of the TIC Agreement in cases of Catastrophic Damage, or any action which would trigger a legal requirement or claim that any previously owner-occupied portion of the Property be rented, without the prior written consent of Lender), will automatically be deemed to impair Lender's security interest in the Property, and may require that any insurance proceeds shall be used to pay Lender (which requirement shall be honored by the Association);
- (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 are 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 President to be a true and correct copy, 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;

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- (2) 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;
- (3) 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;
- (4) 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
- (5) 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 an encumbrance:

- (1) The right and license at any time during the term 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 a Loan Document, the terms of this Subsection shall be superceded by the Loan Document.

**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 the Cotenant list, books of accounts, financial statements, and minutes of Board and Cotenant meetings, for any purpose reasonably related to their interests as a Lender. The Cotenant list shall contain the names, mailing addresses, telephone numbers and voting rights of each Cotenant. The Board 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 should be during normal business hours and within fifteen (15) business days of receipt of said notice of request in the City where the Property is located.
- N. Bankruptcy Effect.** The initiation of any proceedings under the United States Bankruptcy Code by Lender's Borrower, any Cotenant, or the Association, shall not operate to alter, supersede or diminish any rights of the Lender under the TIC Agreement.
- O. Condominium Conversion Effect.** Subdivision of the Property into individual 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 mediation and arbitration 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 the Board, 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.

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- (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. 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 11.11, 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.

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**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 Association may, upon Board vote, reduce the Offering Price 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. Upon Board approval, 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.

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- (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. The Board 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 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.

**10.5 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 VALUATION.** 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 the Appraisal Initiation Date. 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.

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C. Upon expiration of fourteen (14) calendar days following the Appraisal Initiation Date, the Treasurer 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 Treasurer 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.** Notices shall be considered properly given to the Association when they are properly given to the President.

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 as otherwise provided in this Agreement, a notice, document or report permitted or required by this Agreement or by law shall be in writing and deemed received by the person to whom it is given upon either (i) personal delivery, (ii) expiration of forty-eight (48) hours after deposit in the United States mail (first-class, registered or certified), postage prepaid and addressed to the current or, if unavailable, to the last known address of the person to be notified, or (iii) when permitted by law, by electronic transmittal (the "Effective Date" of the Notice).

**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 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.

**11.5 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.

**11.6 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.



**11.7 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.

**11.8 AMENDMENTS.** This Agreement may be amended with Majority Cotenant Approval provided that the amendment would not effectively circumvent more specific voting requirements within the document.

**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 ENFORCEMENT.**

- A.** The Association shall exercise prudent business judgment in determining whether, when and how to enforce this Agreement. The Association is authorized to impose fines, suspend voting rights, and impose any other disciplinary action for violation of this Agreement to the fullest extent permitted by California law. Before a policy involving the imposition of monetary penalties takes effect, and any time such penalties are revised, the Association shall provide each Cotenant with a written schedule of penalties. Each Cotenant shall have a right of action against another Cotenant or the Association for failure to comply with this Agreement or with a decision of the Association. A failure by the Association to enforce any provision of this Agreement on one or more occasions shall not be deemed a waiver or estoppel of the Association's right to enforce a similar or other violation of this Agreement.
- B.** When the Board is to meet to consider discipline of a Cotenant, it shall provide Notice to the Cotenant delivered personally or by first class mail at least fifteen (15) days before the meeting. The Notice shall contain the date, time and place of the meeting, a description of the alleged violation, and a statement that the Cotenant may attend and address the Board either in open session or in executive session. If the Board imposes discipline, it shall provide Notice to the Cotenant delivered personally or by first class mail within ten (10) days following the action. A disciplinary action shall not be effective against a Party unless the Board fulfills the procedural requirements of this Section. The "Effective Date" of a Notice either shall be the date of personal delivery or three (3) business days after mailing. If any Notice addressed to a Party at the last known address of that Party is returned by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the Notice to the Party at that address, all future Notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the Party on written demand of the Party at the home of the President for a period of one (1) year from the date of the giving of the Notice. The Association may not impair a Cotenant's right to use and enjoy his/her assigned Unit as part of any disciplinary action.

**11.11 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, and does not intend to record a lien against a Cotenant's ownership

interest in the Property as described in Section 10.4, 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. Internal Procedure.** In any dispute between the Association and a Cotenant that is not governed by the Cotenant discipline procedures described in Section 11.10, the alteration approval procedures described in Section 3.11C, or the alteration non-compliance procedures described in Section 3.11E, either party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing. A Cotenant may refuse such a request, but the Association may not. When a meet and confer request is accepted, the Board shall designate a Director to meet and confer, and the Cotenant and designated Director shall meet promptly at a mutually convenient time and place. The designated Director must make him/herself available for the meeting within thirty (30) days of the meet and confer request by a Cotenant. At the meeting, the parties shall explain their positions to each other, and confer in good faith in an effort to resolve the dispute. If the dispute is resolved, it shall be memorialized in writing as an agreement, and signed by the Cotenant and the Director. Such an agreement shall bind the Cotenant and the Association, and shall be judicially enforceable (subject to the binding arbitration requirements of this Agreement), provided (i) it is not in conflict with law or this Agreement, and (ii) it is either consistent with the authority granted by the Board to the designated Director or is later ratified by the Board. A Cotenant shall not be charged a fee to participate in this process. Neither a Cotenant nor the Association shall be required to participate in this process if the dispute is related to Cotenant discipline procedures described in Section 11.10, the alteration approval procedures described in Section 3.11C, or the alteration non-compliance procedures described in Section 3.11E.

**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.

**11.12 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 one hundred thousand dollars (\$100,000) 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 one hundred thousand dollars (\$100,000) 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 11.14. 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).

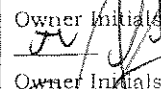
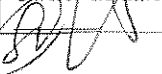
- D. Emergency Repair.** Any Cotenant may make temporary repairs or take any other necessary action in an Emergency without first complying with the provisions of this Section.

**11.13 PARTITION.** Each Party agrees to waive his/her right to seek partition as described in Section 9.3.

**11.14 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 the "Relative Value Percentage" of their assigned Units and Exclusive Use Common Areas. Determined as follows: the Association shall obtain an Appraised Value of each Cotenant's assigned Unit and Exclusive Use Common Area as described in Section 11.1, 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. Unless otherwise agreed by all Cotenants and all Lenders, distributions allocations shall not be based upon the manner or percentage in which title to the Property is held, or the manner in which any ownership expense is allocated.

**11.15 OTHER GENERAL PROVISIONS.** 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. 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. To the extent that recourse to any court is permitted by this Agreement, 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.

**11.16 LEGAL ACTIONS.** The Association may institute, defend, settle or intervene in litigation, mediation, arbitration or administrative proceedings in any matter relating to the Property including but not limited to (i) enforcement of this Agreement, (ii) damage to the Common Area, (iii) damage to other parts of the Property which the Association is obligated to maintain or repair, or (iv) damage to Units or Exclusive Use Common Areas which arises out of, or is integrally related to, damage to the Common Areas or other parts of the Property which the Association is obligated to maintain or repair. The Association shall not be required to conduct inspections, maintain inspection records, exhaust any applicable casualty insurance coverage, or provide an opportunity to cure prior to initiating a civil action.

Owner Initials  
  
 Owner Initials  


ZRM

A. C.  
 MVM

**11.17 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. For the purposes of this Section: (i) attorney fees shall include, without limitation, fees incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third Party examinations; (d) discovery; and (e) bankruptcy litigation and (ii) prevailing Party shall mean the Party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

**11.18 ATTORNEY DISCLOSURES.** The Parties acknowledge that the legal and tax aspects of Cotenancy have not yet been fully tested through litigation in the court or tax system. The Parties acknowledge that they have been advised to independently hire economic, tax and legal counsel to evaluate and review the financial, tax and legal consequences of this transaction and this Agreement. The Parties acknowledge that they have either conducted their own independent tax and legal analysis of each of the terms of this Agreement or hereby knowingly waive their right to do so.

**11.17 SIGNATURE AND CERTIFICATION.** Each Party to this Agreement hereby states that he/she has read and fully understands all of the terms and conditions of this Agreement, and that he/she agrees to abide by each and every one of them. Each Party further represents that, to the best of his/her knowledge as of the date he/she signs the Agreement, the information on Exhibit B to this Amendment is correct, and no individual or entity not listed on Exhibit B to this Amendment has an ownership in the Property or any obligations under the Agreement. Each Party shall assume all of the duties and obligations, and shall be entitled to all the rights and benefits, of his/her assigned Cotenancy Share as shown on Exhibit B. Each Party to this Agreement shall signify all of the above by doing all of the following: (i) Initialing the bottom of each page of the Agreement; (ii) Initialing Exhibit B ("Cotenancy Identities") in the space adjacent to the Cotenancy Share he/she is acquiring; and (iii) Signing an "Assumption and Release of Obligations" in the form attached to this Agreement as Exhibit D.

THE SELLER: Phoenix Rabbit, LLC, a California limited liability company, by



Christina Tse, Managing Member

DATE 2/14/12

Owner Initials:

Owner Initials:

AS 28M  
A.C.  
MUM

# UNIT DIAGRAMS

## EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF 424, 426, 428, 430, 432 AND 434 FRANCISCO STREET SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011

### GENERAL NOTES:

1. 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.
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5. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
6. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
7. ALL WALLS ARE 0.5' THICK UNLESS OTHERWISE NOTED.
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9. THE AREAS LABELED S#A, S#B, S#C, S#D, S#E AND S#F, SHOWN ON SHEET 2, ARE STORAGE SPACES. EXCLUSIVE USE OF EACH STORAGE SPACE MAY BE ASSIGNED AS AN APPURTENANCE TO A PARTICULAR UNIT.
10. THE AREA LABELED D-424, SHOWN ON SHEET 3, IS A DECK AREA. EXCLUSIVE USE OF THIS DECK AREA WILL BE BE ASSIGNED AS AN APPURTENANCE TO UNIT #424.



LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200  
JOB#05-2238 DRAWING-2238FRANDWG

SHEET  
1 OF 5



# UNIT DIAGRAMS

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JANUARY 2011

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4/14/2011

READ & APPROVED  
BY:   
BY:   
Smith

LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200  
JOB#05-2238 DRAWING=2238FRAN.DWG

SHEET  
1 OF 5

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JANUARY 2011

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4/14/2011

**READ & APPROVED**

BY: Johnny V

BY: Johnny V

LANGFORD LAND SURVEYING  
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LIVERMORE, CA 94551  
PHONE (510) 530-5200  
JOB#05-2238 DRAWING=2238FRAN.DWG

SHEET  
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4/14/2011

**READ & APPROVED**  
BY: *[Signature]*  
BY: *[Signature]*  
*man of marthe*

LANGFORD LAND SURVEYING  
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PHONE (510) 530-5200  
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8. THE ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON CITY OF SAN FRANCISCO DATUM. THE BENCHMARK FOR THIS SURVEY IS THE FOUND "A" CUT ON THE OUTER RIM OF THE STORM WATER INLET AT THE SOUTHEAST CORNER OF FRANCISCO STREET AND MASON STREET. ELEVATION=4.443
9. THE AREAS LABELED S#A, S#B, S#C, S#D, S#E AND S#F, SHOWN ON SHEET 2, ARE STORAGE SPACES. EXCLUSIVE USE OF EACH STORAGE SPACE MAY BE ASSIGNED AS AN APPURTENANCE TO A PARTICULAR UNIT.
10. THE AREA LABELED D-424, SHOWN ON SHEET 3, IS A DECK AREA. EXCLUSIVE USE OF THIS DECK AREA WILL BE BE ASSIGNED AS AN APPURTENANCE TO UNIT #424.

**READ & APPROVED**

BY: *Sherlyn Chew*

BY: *Sherlyn Chew*



4/14/2011

LANGFORD LAND SURVEYING



424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200

JOB#05-2238 DRAWING=2238FRAN.DWG

SHEET  
1 OF 5

SHEET  
2 OF 5



# UNIT DIAGRAMS

EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF  
424, 426, 428, 430, 432 AND 434 FRANCISCO STREET  
SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011



45.833'

## LEVEL TWO

UPPER ELEVATION=18.7 U.O.H.

LOWER ELEVATION=9.1 U.O.H.

### GENERAL NOTES:

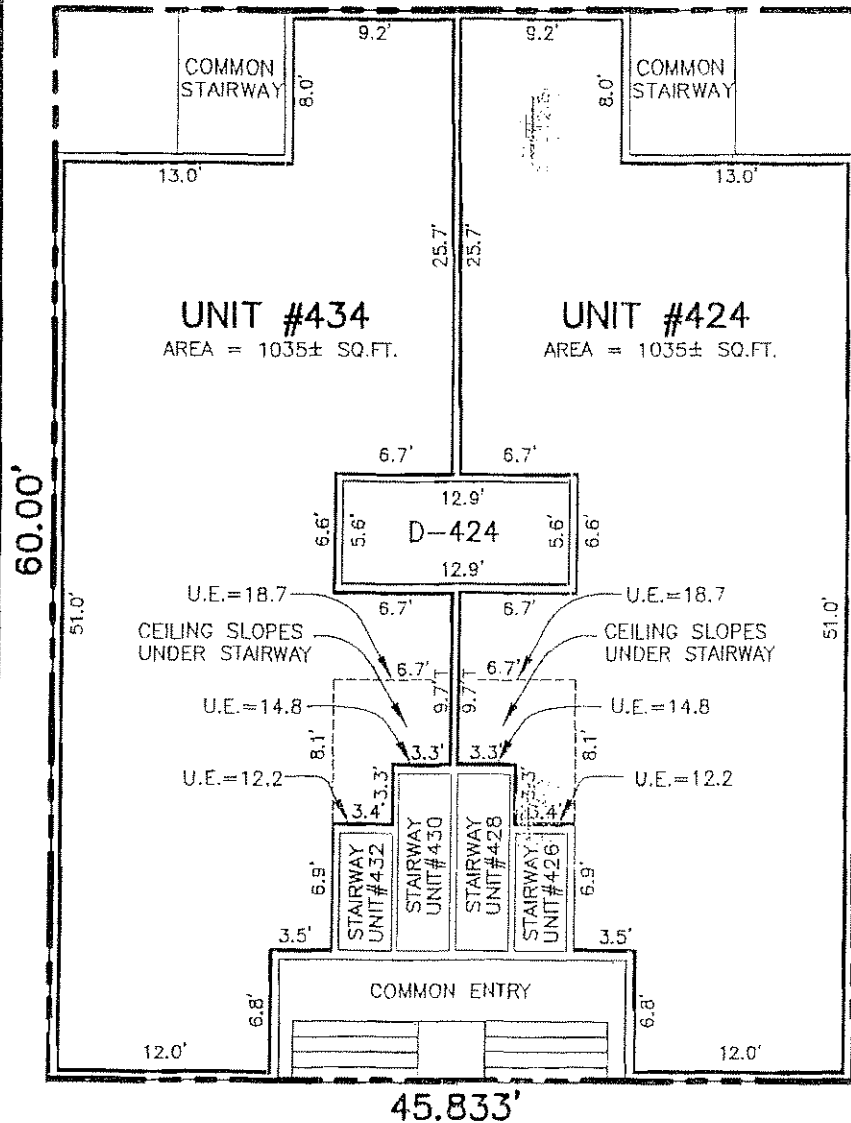
1. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
2. ALL WALLS THIS LEVEL ARE 0.5' THICK UNLESS OTHERWISE NOTED.
3. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
4. THE ELEVATIONS SHOWN ON THIS SHEET ARE BASED ON CITY OF SAN FRANCISCO DATUM. THE BENCHMARK FOR THIS SURVEY IS THE FOUND "A" CUT ON THE OUTER RIM OF THE STORM WATER INLET AT THE SOUTHEAST CORNER OF FRANCISCO STREET AND MASON STREET. ELEVATION=4.443

U.E.=UPPER ELEVATION L.E.=LOWER ELEVATION

SQ. FT. = SQUARE FEET

T = TOTAL DISTANCE

U.O.H. = UNLESS OTHERWISE NOTED



60.00'

51.0'

91.668'

POWELL STREET

GRAPHIC SCALE



( IN FEET )

1 INCH = 10 FEET

FRANCISCO STREET

LANGFORD LAND SURVEYING



424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200

JOB#05-2238 DRAWING-2238FRAN.DWG

SHEET  
3 OF 5



# UNIT DIAGRAMS

EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF  
424, 426, 428, 430, 432 AND 434 FRANCISCO STREET  
SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011



45.833'

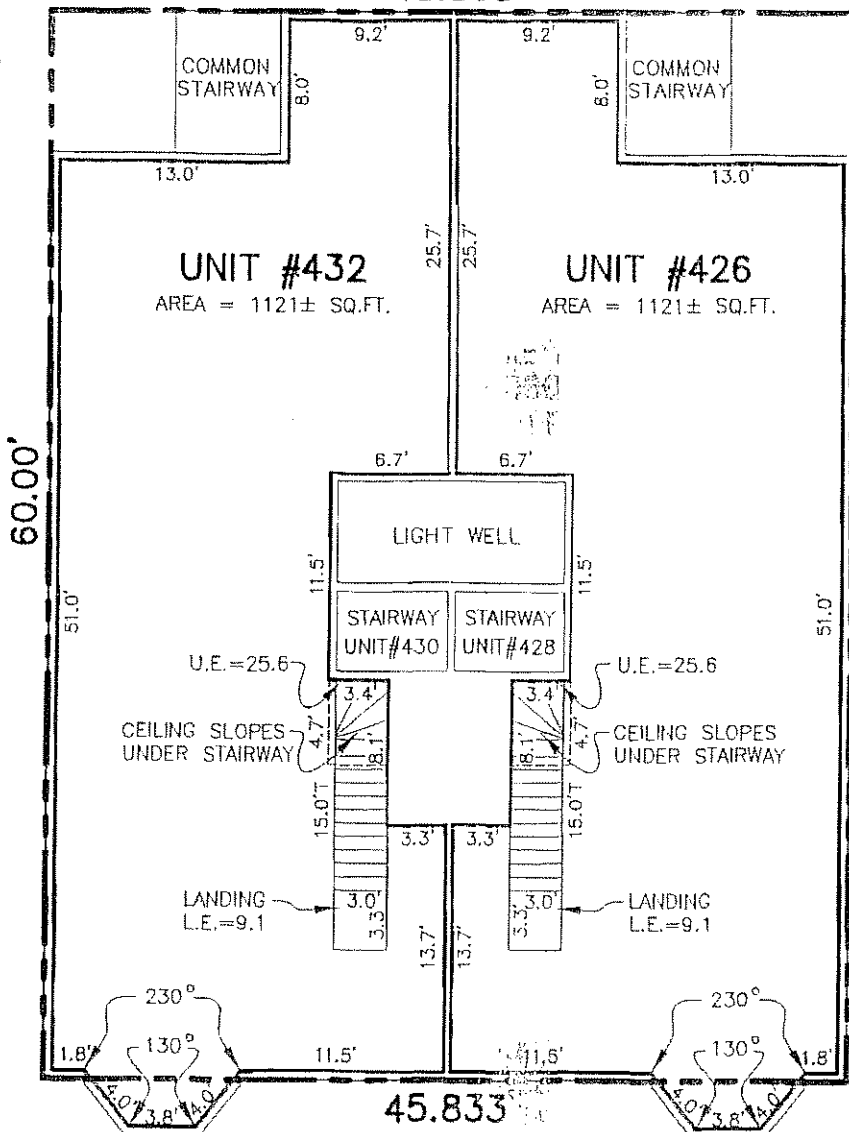
## LEVEL THREE

UPPER ELEVATION=29.3 U.O.N.

LOWER ELEVATION=19.7 U.O.N.

### GENERAL NOTES:

1. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
  2. ALL WALLS THIS LEVEL ARE 0.5' THICK UNLESS OTHERWISE NOTED.
  3. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
  4. THE ELEVATIONS SHOWN ON THIS SHEET ARE BASED ON CITY OF SAN FRANCISCO DATUM. THE BENCHMARK FOR THIS SURVEY IS THE FOUND "A" CUT ON THE OUTER RIM OF THE STORM WATER INLET AT THE SOUTHEAST CORNER OF FRANCISCO STREET AND MASON STREET. ELEVATION=4.443
- U.E.=UPPER ELEVATION L.E.=LOWER ELEVATION  
SQ. FT. = SQUARE FEET  
T = TOTAL DISTANCE  
U.O.N = UNLESS OTHERWISE NOTED



GRAPHIC SCALE

FRANCISCO STREET

POWELL STREET

LANGFORD LAND SURVEYING  
424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200

JOB#05-2238 DRAWING-2238FRAN.DWG

SHEET  
4 OF 5

# UNIT DIAGRAMS

EXHIBIT "A" TO THE TENANCY IN COMMON AGREEMENT OF  
424, 426, 428, 430, 432 AND 434 FRANCISCO STREET  
SAN FRANCISCO, CALIFORNIA

BEING THAT PARCEL DESCRIBED IN REEL 1 615, IMAGE 454  
OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA  
ALSO BEING LOT 41 OF ASSESSOR'S BLOCK 10

JANUARY 2011

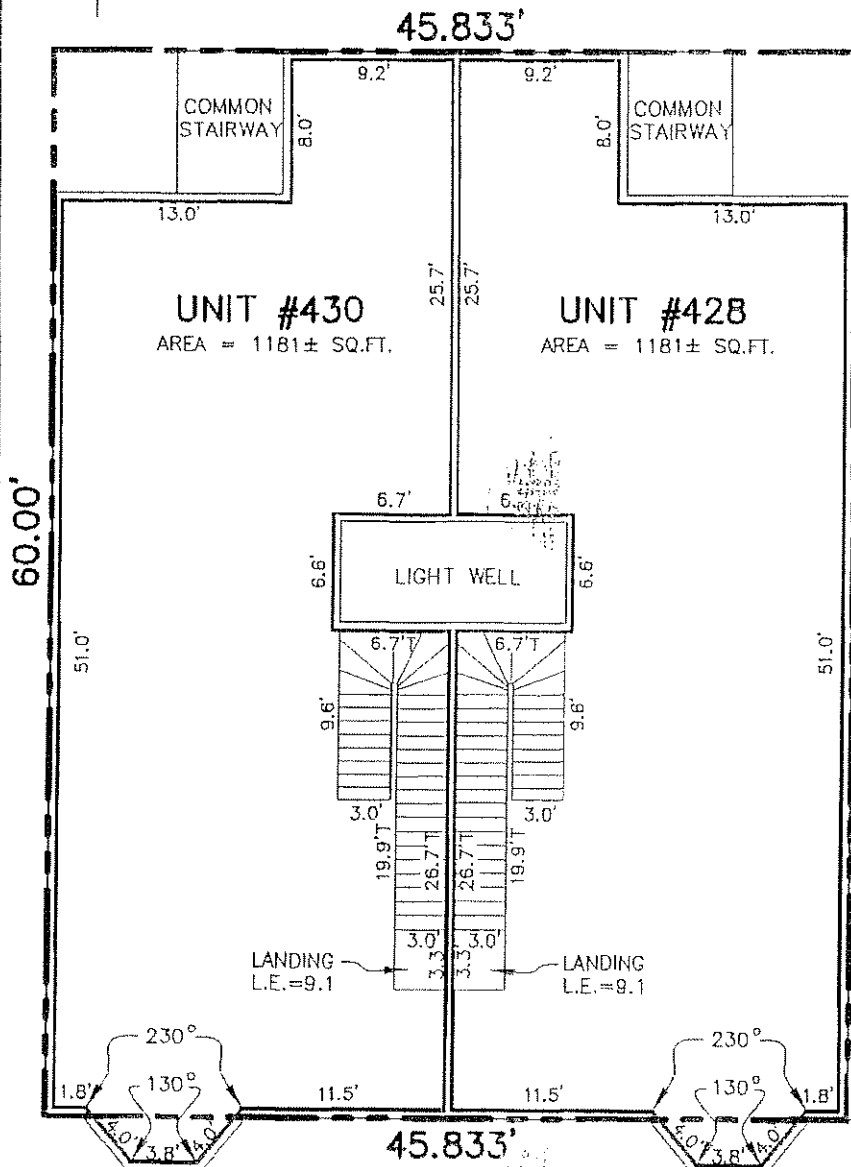


## LEVEL FOUR

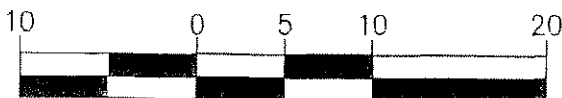
UPPER ELEVATION=39.9 U.O.N.  
LOWER ELEVATION=30.3 U.O.N.

### GENERAL NOTES:

1. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
  2. ALL WALLS THIS LEVEL ARE 0.5' THICK UNLESS OTHERWISE NOTED.
  3. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
  4. THE ELEVATIONS SHOWN ON THIS SHEET ARE BASED ON CITY OF SAN FRANCISCO DATUM. THE BENCHMARK FOR THIS SURVEY IS THE FOUND "X" CUT ON THE OUTER RIM OF THE STORM WATER INLET AT THE SOUTHEAST CORNER OF FRANCISCO STREET AND MASON STREET. ELEVATION=4.443
- U.E.=UPPER ELEVATION LE=LOWER ELEVATION  
SQ. FT. = SQUARE FEET  
T = TOTAL DISTANCE  
U.O.N = UNLESS OTHERWISE NOTED



GRAPHIC SCALE



( IN FEET )  
1 INCH = 10 FEET

LANGFORD LAND SURVEYING



424 PRESTON COURT  
LIVERMORE, CA 94551  
PHONE (510) 530-5200

JOB#05-2238 DRAWING=2238FRAN.DWG

SHEET  
5 OF 5

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

NAME	INITIALS	UNIT	PRICE	TITLE %	E.U.C.A.
<b>Cotenant One:</b> Lena M, Lena Q, Larry Lionetti		424	\$561,780	1/6	D-424 S - C
<b>Cotenant Two:</b> Adam Smith		426	\$604,000	1/6	S - A
<b>Cotenant Three:</b> Johnny Vu		428	\$	Updated Exhibit B	S - D
<b>Cotenant Four:</b> Manoj Marathe		430	\$64.		S - B
<b>Cotenant Five:</b> Sherlyn Chew		432	\$595,000	1/6	S - F
<b>Cotenant Six:</b> Lena M, Lena Q, Larry Lionetti		434	\$551,780	1/6	S - E

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

NAME	INITIALS	UNIT	PRICE	J.C.A.
Cotenant One: Phoenix Rabbit LLC		424	\$579, <i>original exhibit B</i>	D-424 S - A
Cotenant Two: Phoenix Rabbit LLC		426	\$609,000 <i>Vu + Chew</i>	S - B
Cotenant Three: Johnny Vu		428	\$650,000 16.67	S - D
Cotenant Four: Phoenix Rabbit LLC		430	\$609,000 16.67	S - C
Cotenant Five: Sherlyn Chew		432	\$595,000 16.67	S - F
Cotenant Six: Phoenix Rabbit LLC		434	\$569,000 16.67	S - E

**READ & APPROVED**

BY: *Johnny Vu*

BY: \_\_\_\_\_

*Johnny Vu*

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

NAME	INITIALS	UNIT	PRICE	TITLE %	E.U.C.A.
<b>Cotenant One:</b> Lena M, Lena Q, Larry Lionetti		424	\$561,780	1/6	D-424 S - C
<b>Cotenant Two:</b> Adam Smith		426	\$604,000	1/6	S - A
<b>Cotenant Three:</b> Johnny Vu		428	\$650,000	1/6	S - D
<b>Cotenant Four:</b> Manoj Marathe		430	\$644,000	1/6	S - B
<b>Cotenant Five:</b> Sherlyn Chew		432	\$595,000	1/6	S - F
<b>Cotenant Six:</b> Lena M, Lena Q, Larry Lionetti		434	\$551,780	1/6	S - E

**READ & APPROVED**

BY: 

BY: 

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

NAME	INITIALS	UNIT	PRICE	TITLE %	E.U.C.A.
<b>Cotenant One:</b> Lena M, Lena Q, Larry Lionetti		424	\$561,780	16.67	D-424 S - C
<b>Cotenant Two:</b> Adam Smith		426	\$604,000	16.67	S - A
<b>Cotenant Three:</b> Johnny Vu		428	\$650,000	16.67	S - D
<b>Cotenant Four:</b> Manoj Marathe <i>Zofia Baczek - Marathe ZBY</i>	<i>Z M/M</i>	430	\$644,000	16.67	S - B
<b>Cotenant Five:</b> Sherlyn Chew		432	\$595,000	16.67	S - F
<b>Cotenant Six:</b> Lena M, Lena Q, Larry Lionetti		434	\$551,780	16.67	S - E

**READ & APPROVED**  
BY: *Zofia Baczek*  
BY: *[Signature]*



**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT B--COTENANT IDENTITIES**

NAME	INITIALS	UNIT	PRICE	TITLE %	E.U.C.A.
<b>Cotenant One:</b> Lena M, Lena Q, Larry Lionetti		424	\$561,780	1/6	D-424 S - C
<b>Cotenant Two:</b> Adam Smith		426	\$604,000	1/6	S - A
<b>Cotenant Three:</b> Johnny Vu		428	\$650,000	1/6	S - D
<b>Cotenant Four:</b> Manoj Marathe		430	\$644,000	1/6	S - B
<b>Cotenant Five:</b> Sherlyn Chew		432	\$595,000	1/6	S - F
<b>Cotenant Six:</b> Lena M, Lena Q, Larry Lionetti		434	\$551,780	1/6	S - E

**READ & APPROVED**

BY: [Signature]  
BY: Benjamin Marathe  
Marathe

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT C--ANNUAL CERTIFICATE OF VALIDITY**

**THIS ANNUAL CERTIFICATE OF VALIDITY** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). The purpose of this Annual Certificate is to maintain an annual record of all changes to the Agreement since the Effective Date, in accordance with Section 6.3C of the Agreement.

1. **AMENDMENTS:** Since the Effective Date of the Agreement, the following Amendments have been made to the Agreement. True and correct copies of all Amendments are attached to this Annual Certificate.

Date of Amendment	Title of Amendment

2. **TRANSFER OF OWNERSHIP:** Since the Effective Date of the Agreement, the following Cotenancy Shares have been transferred. True and correct copies of all "Assumption and Release of Obligations" for each transfer are attached to this Annual Certificate.

Date of Transfer	Cotenancy Share Number

3. **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, the names of all occupants, the rental amount, and the remaining duration of any rental agreement.

Unit #	Names of All Tenants and Occupants	Rent	Lease End

In order to validate this Annual Certificate, (i) at least one (1) representative of each Cotenant and the President must sign below and (ii) the President's signature must be notarized. (Signatures on following page)

THE COTENANTS:

\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE\_\_\_\_\_  
DATE

THE PRESIDENT:

\_\_\_\_\_  
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 \_\_\_\_\_

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 1" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Lena Q Lionetti ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$61,780. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property:

D-424, S-C

Lena Q Lionetti

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEEE SIGNATURE AND DATE:

[Signature]

2/10/12  
DATE

TRANSFEEEE INITIALS:

[Initials]

CO-TRANSFEEEE SIGNATURE AND DATE:

[Signature]

2/10/12  
DATE

CO-TRANSFEEEE INITIALS:

[Initials]

TRANSFEROR SIGNATURE AND DATE:

[Signature]

2/14/12  
DATE

CO-TRANSFEROR SIGNATURE AND DATE:

DATE

PRINTED NAME OF PRESIDENT:

Christina Tse, Manager

[Signature]  
Manager Signature

2/14/12  
DATE

State of California

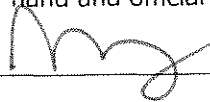
County of San Francisco

On 10th day of February, 2012 before me, Nicholas J. Shanta a Notary Public, personally appeared Larry D. Lionetti and Lena Q. Lionetti, 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: Nicholas J. Shanta  
(typed or printed)



(Seal)

State of California

County of San Francisco

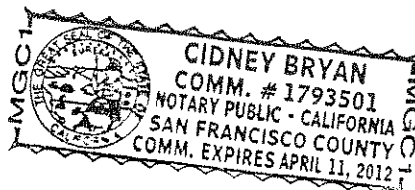
On 14th day of February, 2012 before me, Sidney Bryan a Notary Public, personally appeared Christina Tse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Sidney Bryan  
(typed or printed)



(Seal)



**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 2" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Adam Smith ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$604,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: 426 Francisco Street.

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEEE SIGNATURE AND DATE: \_\_\_\_\_

DATE

TRANSFEEEE INITIALS: \_\_\_\_\_

CO-TRANSFEEEE SIGNATURE AND DATE: \_\_\_\_\_

DATE

CO-TRANSFEEEE INITIALS: \_\_\_\_\_

TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

PRINTED NAME OF PRESIDENT: \_\_\_\_\_

Manager Signature

DATE

STATE OF CALIFORNIA

COUNTY OF

ON 2/13/13 before me, Nicholas J Shanta  
personally appeared Adam Smith

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



State of California

County of San Francisco

On 14th day of February, 2012 before me, Cidney Bryan a Notary Public, personally appeared Christina Tse, 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: Cidney Bryan  
(typed or printed)



(Seal)

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 3" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Johnny Vu ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$650,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: 428 Francisco Street.

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEEE SIGNATURE AND DATE: Johnny Vu 01/10/2012  
DATE

TRANSFEEEE INITIALS: JV

CO-TRANSFEEEE SIGNATURE AND DATE: \_\_\_\_\_  
DATE

CO-TRANSFEEEE INITIALS: \_\_\_\_\_

TRANSFEROR SIGNATURE AND DATE: [Signature] 2/14/12  
DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_  
DATE

PRINTED NAME OF PRESIDENT: Christian Tse Manager  
[Signature] 2/14/12  
Manager Signature DATE

State of California

County of San Francisco

On January 10, 2012 before me, A. Foley, a Notary Public, personally appeared Johnny Vu

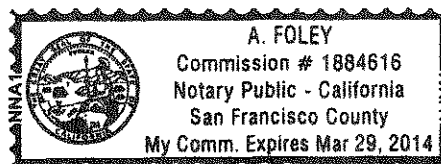
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Name: A. Foley  
(typed or printed)



(Area reserved for official notarial seal)

State of California

County of San Francisco

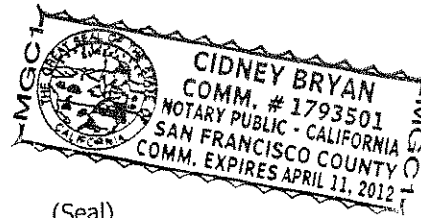
On 14th day of February, 2012 before me, Cidney Bryan a Notary Public, personally appeared Christina Tse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Cidney Bryan  
(typed or printed)



(Seal)



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 \_\_\_\_\_

TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 4" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Manoj Marathe ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$644,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: 430 Francisco Street.

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEEE SIGNATURE AND DATE: Zofa Beards - Marathe 2/14/12  
DATE  
TRANSFEEEE INITIALS: ZBM

CO-TRANSFEEEE SIGNATURE AND DATE: Manoj Marathe 2/14/12  
DATE  
CO-TRANSFEEEE INITIALS: MM

TRANSFEROR SIGNATURE AND DATE: [Signature] 2/14/12  
DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_  
DATE

PRINTED NAME OF PRESIDENT:

Christine Lee Manager  
[Signature] 2/14/12  
Manager Signature DATE

State of California

County of San Francisco

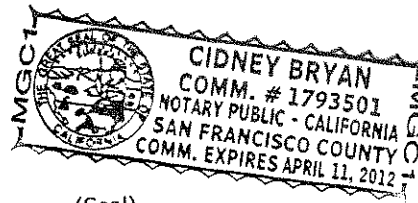
On 14th day of February, 2012 before me, Cidney Bryan a Notary Public, personally appeared Christina Tse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Cidney Bryan  
(typed or printed)



(Seal)

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 6" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Larry D Lionetti ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$51,720. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property:

S-E

Larry D Lionetti

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEEE SIGNATURE AND DATE:

[Signature] 2/10/12  
DATE

TRANSFEEEE INITIALS:

[Initials]

CO-TRANSFEEEE SIGNATURE AND DATE:

[Signature] 2/10/12  
DATE

CO-TRANSFEEEE INITIALS:

[Initials]

TRANSFEROR SIGNATURE AND DATE:

[Signature] 2/14/12  
DATE

CO-TRANSFEROR SIGNATURE AND DATE:

DATE

PRINTED NAME OF PRESIDENT:

Christine Tse Manager

[Signature]  
Manager Signature

DATE

2/14/12

STATE OF CALIFORNIA

COUNTY OF San FranciscoON 2/14/12 before me, Nicholas J. Shanta, Notary Public  
personally appeared Mandy Marathe and Zofia Beczek-Marathe

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 \_\_\_\_\_



**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

**THIS ASSUMPTION AND RELEASE OF OBLIGATIONS** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant 5" ("Transfer Share") is being transferred by Phoenix Rabbit LLC ("Transferor"), to Sherlyn Chew ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$595,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: 432 Francisco Street.

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_

DATE

TRANSFEEE INITIALS: \_\_\_\_\_

CO-TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_

DATE

CO-TRANSFEEE INITIALS: \_\_\_\_\_

TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

PRINTED NAME OF PRESIDENT: \_\_\_\_\_

\_\_\_\_\_  
Manager Signature

DATE



State of California

County of San Francisco

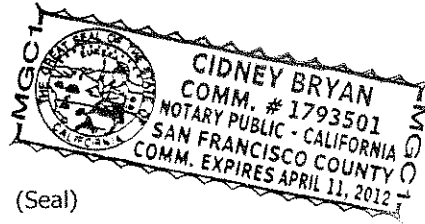
On 14th day of February, 2012 before me, Cidney Bryan a Notary Public, personally appeared Christina Tse, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Cidney Bryan  
(typed or printed)



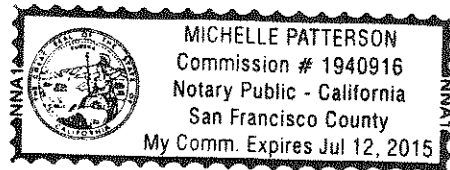

(Seal)

STATE OF CALIFORNIA

COUNTY OF San FranciscoON 10-12 before me, Michelle Patterson, Notary Publicpersonally appeared Shirley Ann Chen

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 

State of California

County of San Francisco

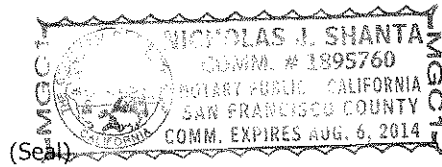
On 10th day of February, 2012 before me, Nicholas J. Shanta a Notary Public, personally appeared Larry D. Lionetti and Lena Q. Lionetti, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they 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: Nicholas J. Shanta  
(typed or printed)



**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT E--REFINANCE CERTIFICATE**

**THIS REFINANCE CERTIFICATE** pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). The purpose of this Refinance Certificate is to assist \_\_\_\_\_ ("Refinancing Cotenant") with an application to refinance an individual encumbrance on his/her/their Cotenancy Share by documenting changes to the Agreement since the Effective Date. Pursuant to Section 6.3C of the Agreement, this form, (or an alternate form approved by Lender) must be signed by the President.

1. **AMENDMENTS:** Since the Effective Date of the Agreement, the following Amendments have been made to the Agreement. True and correct copies of all Amendments are attached to this Annual Certificate.

Date of Amendment	Title of Amendment

2. **TRANSFER OF OWNERSHIP:** Since the Effective Date of the Agreement, the following Cotenancy Shares have been transferred. True and correct copies of all "Assumption and Release of Obligations" for each transfer are attached to this Annual Certificate.

Date of Transfer	Cotenancy Share Number

3. **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, the names of all occupants, the rental amount, and the remaining duration of any rental agreement.

Unit #	Names of All Tenants and Occupants	Rent	Lease End

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

PRESIDENT:

\_\_\_\_\_  
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 \_\_\_\_\_

**TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET**

**EXHIBIT D--ASSUMPTION AND RELEASE OF OBLIGATIONS**

THIS ASSUMPTION AND RELEASE OF OBLIGATIONS pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant One" ("Transfer Share") is being transferred by LENA M. LORANTHI ("Transferor"), to Brian Ballard and ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is 975,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: Unit 424, D-424, F-C

Sara Plummer

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_

7/6/2016

TRANSFEEE INITIALS: \_\_\_\_\_

DATE

CO-TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_

7/6/16

CO-TRANSFEEE INITIALS: \_\_\_\_\_

DATE

TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_

DATE

PRESIDENT NAME OF PRESIDENT: \_\_\_\_\_

Adam Smith 7/6/2016

Manager Signature

DATE

Adam Smith



TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET

EXHIBIT D-ASSUMPTION AND RELEASE OF OBLIGATIONS

THIS ASSUMPTION AND RELEASE OF OBLIGATIONS pertains to property commonly known as 424-426-428-430-432-434 FRANCISCO STREET, SAN FRANCISCO, CALIFORNIA ("Property"), for which there exists an Agreement entitled "TENANCY IN COMMON AGREEMENT FOR 424-426-428-430-432-434 FRANCISCO STREET" dated April 9, 2011 ("Agreement"). An interest in the Property, which interest is identified in the Agreement as "Cotenant ONE" ("Transfer Share") is being transferred by Lena M. Ligon ("Transferor"), to Brian Baird ("Transferee"). The full purchase price being paid by Transferee to Transferor for such interest is \$75,000. Under the Agreement, the Transferee is assigned the exclusive right to use the following spaces within the Property: Unit 424, D-424, S-C

Sara Plummer

1. 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.
2. Exhibit A of the Agreement is replaced and superseded by Exhibit A to this Assumption and Release of Obligations.
3. The President certifies that if the Agreement has been amended since the Effective Date, true and correct copies of all documents amending, altering or otherwise supplementing the Agreement are attached to this Assumption and Release of Obligations.

TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_ DATE \_\_\_\_\_

TRANSFEEE INITIALS: \_\_\_\_\_

CO-TRANSFEEE SIGNATURE AND DATE: \_\_\_\_\_ DATE \_\_\_\_\_

CO-TRANSFEEE INITIALS: \_\_\_\_\_

TRANSFEROR SIGNATURE AND DATE: [Signature] 7/5/14  
DATE

CO-TRANSFEROR SIGNATURE AND DATE: \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME OF PRESIDENT: \_\_\_\_\_

Manager Signature \_\_\_\_\_ 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

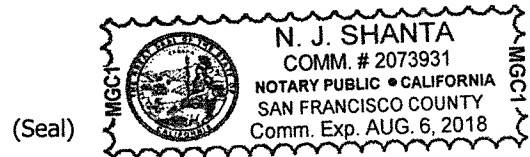
On the July 6, 2016 before me, N.J. Shanta, Notary Public a Notary Public,  
personally appeared Brian Michael Barnard and Sara Michelle Plummer,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to 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: N.J. Shanta  
(Typed or Printed)



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 the 7/5/16 before me, Rawan Habash a Notary Public,  
personally appeared Lena M. Lionetti  
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: Rawan Habash

Name: Rawan Habash  
(Typed or Printed)

(Seal)



TENANCY IN COMMON AGREEMENT  
FOR  
424-426-428-430-432-434 FRANCISCO STREET

EXHIBIT B--COTENANT IDENTITIES

NAME	INITIALS	UNIT	PRICE	TITLE %	E.U.C.A.
✓ Cotenant One: Brian M. Barnard Sara Plummer	BP SP	424	\$975,000	16.67	D-424 S - C
✓ Cotenant Two: Adam Smith		426	\$604,000	16.67	S - A
✓ Cotenant Three: Johnny Vu		428	\$650,000	16.67	S - D
✓ Cotenant Four: Manoj Marathe Zofia Boczek-Marathe ZBY	Z MM	430	\$644,000	16.67	S - B
✓ Cotenant Five: Sherlyn Chew		432	\$595,000	16.67	S - F
✓ Cotenant Six: Lena M, Lena Q, Larry Lionetti		434	\$551,780	16.67	S - E

100%  
READ & APPROVED

BY: Zofia Boczek-Marathe

BY: [Signature]

Date of TEC

## Application Checklist

Follow hyperlinks for corresponding forms and document examples

Assessor's Parcel Number: 0041/010

Property Address: 424-426-428-430-432-434 Francisco Street, San Francisco, California 94133

	Item Description and Order	E-File Naming	Paper Original
1	Application Checklist	1.0 Application Checklist.pdf	✓
2	<a href="#">Cover Letter</a>	2.0 Cover Letter.pdf	✓
3	<a href="#">Applicant Statement</a>	3.0 Applicant Statement.pdf	✓
4	<a href="#">Tentative Parcel or Tentative Final Map</a>	4.0 Tentative Map.pdf	✓
5	<a href="#">Subdivision and Mapping Fee Schedule</a> <a href="#">Example Application Fees</a>	5.0 Application Fees.pdf	YES ✓
6	<a href="#">Preliminary Title Report</a>	6.0 Preliminary Title Report.pdf	✓
7	Grant Deeds <input type="checkbox"/> <a href="#">Subject Property</a> ✓ <input type="checkbox"/> <a href="#">Adjoiners</a> ✓	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	<a href="#">Form 1</a> : Building History, Statement of Repairs & Improvements, Occupants, Rental History, and Proposed Prices ✓	9.0 Building History.pdf	✓
10	<a href="#">Receipt of application for Physical Inspection</a> or <a href="#">Physical Inspection Report</a> ✓ (A <a href="#">Certificate of Final Completion (CFC)</a> will be required prior to recordation of the subdivision map) [Sec. 1381(a)(4)(B)]	10.0 Physical Inspection.pdf	✓
11	Valid <a href="#">3R Report</a> [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 type="checkbox"/> <a href="#">Form 11</a> : Affidavit for Ownership/Occupancy <input type="checkbox"/> <a href="#">Homeowner's Property Tax Exemption</a>	12.1 Affidavit for Ownership/Occupancy.pdf 12.2 Homeowner Tax Exemption.pdf	✓ YES
13	<a href="#">Form 2A</a> ✓ <a href="#">Form 2B</a> : 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	<a href="#">Form 3</a> : Acknowledgment of Fees	14.0 Acknowledgement of fees.pdf	✓
15	<a href="#">Form 4</a> : 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 type="checkbox"/> 300-foot Radius Map (Final Maps Only)	16.1 Radius Map.pdf (Final Maps Only)
		<input type="checkbox"/> Address List	16.2 Address List
		<input type="checkbox"/> Prepared Envelopes	YES
17	<a href="#">Notice to Tenants of Proposed Conversion</a> [Sec. 1381(a)(6) & Subdivision Map Act Sec. 66452.51]	17.0 Tenant Notice of Conversion.pdf	
18	<a href="#">Form 7</a> : Summary of Tenant Contacts [Sec. 1381(a)(4)(D)]	18.0 Tenant Contacts.pdf	✓