

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Hicks, Bridget \(CPC\)](#); [Feliciano, Josephine \(CPC\)](#)
Subject: FW: File No. 2019-004216CUA
Date: Thursday, May 23, 2019 9:02:06 AM
Attachments: [Ms Hicks Planning.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Daniel Bergerac <danielbergerac@mac.com>
Sent: Wednesday, May 22, 2019 3:16 PM
To: CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>
Subject: Re: File No. 2019-004216CUA

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Daniel Bergerac
Jobetty, LLC/Mudpuppy's
Office 415/231-6350

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: 2017-007582CUA 225 VASQUEZ AVE
Date: Thursday, May 23, 2019 9:01:31 AM

Commissioners,
Please be advised that 225 Vasquez will be requesting a continuance to 6/27.

*Jonas P. Ionin,
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From: Horn, Jeffrey (CPC)
Sent: Wednesday, May 22, 2019 4:30 PM
To: Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>
Cc: CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>
Subject: 2017-007582CUA 225 VASQUEZ AVE

Hi Jonas,

2017-007582CUA on tomorrow's agenda is requesting a continuance to June 27th.

This project is new construction with an ADU, so approval is contingent on the Legislation currently with the BOS.

Thanks!

Jeff Horn, Senior Planner
Southwest Team, Current Planning Division
San Francisco Planning Department
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-575-6925 | **Email:** jeffrey.horn@sfgov.org
www.sfplanning.org | [San Francisco Property Information Map](#)

From: Jeff Burris <jeff@studio12arch.com>
Sent: Wednesday, May 22, 2019 4:18 PM
To: Horn, Jeffrey (CPC) <jeffrey.horn@sfgov.org>
Subject: Re: Land Use Committee

Jeff,
To be clear: Please request a continuance to June 27th.
And if an early slot is possible, please lobby for that.

Thanks,
Jeff.

On Tue, May 21, 2019 at 6:29 PM Horn, Jeffrey (CPC) <jeffrey.horn@sfgov.org> wrote:

Hi Jeff,

It is likely best to continue.

If the Legislation is approved by LU on 6/3, it could be have it's 1st read at the full BOS on 6/11.

We would like to recommend to you a date of 6/27, based on current availability of our June Commission agenda's.

Jeff Horn, Senior Planner
Southwest Team, Current Planning Division
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[1650 Mission Street, Suite 400, San Francisco, CA 94103](#)
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From: Jeff Burris <jeff@studio12arch.com>
Sent: Tuesday, May 21, 2019 2:40 PM
To: Horn, Jeffrey (CPC) <jeffrey.horn@sfgov.org>
Subject: Re: Land Use Committee

What shall we do to move our hearing to the next calendar?
Do I need to request a continuance at the hearing?

J.

On Tue, May 21, 2019 at 1:45 PM Horn, Jeffrey (CPC) <jeffrey.horn@sfgov.org> wrote:

Hi Jeff,

The Amendment was continued to June 3rd, but more for logistics than big edits/changes. The Amendment was "duplicated", which means they pulled out all the controversial items into a new Code Amendment that will go back to the Planning Commission.

The Amendment that goes back to LU Commission on June 3rd will have much more limited in scope, but **will** include the language to allow an ADU in a new construction project.

Jeff Horn, Senior Planner
Southwest Team, Current Planning Division
San Francisco Planning Department
[1650 Mission Street, Suite 400, San Francisco, CA 94103](#)
Direct: 415-575-6925 | **Email:** jeffrey.horn@sfgov.org

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From: Jeff Burris <jeff@studio12arch.com>
Sent: Monday, May 20, 2019 5:22 PM
To: Horn, Jeffrey (CPC) <jeffrey.horn@sfgov.org>
Subject: Land Use Committee

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Jeff,

Did you hear how the Land Commission voted today?

J

--

Jeff Burris | **Studio12 Architecture**
principal
p 415.503.0212

www.studio12arch.com

[1501 Mariposa Street, #319](#)
[San Francisco, CA, 94107](#)

:: :

--

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:: :

--

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...

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Please vote YES and support Eureka Sky on June 13that 3989 17thStreet – Castro
Date: Thursday, May 23, 2019 8:59:51 AM

*Jonas P. Ionin,
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From: Rita Schmid <ritavny@gmail.com>
Sent: Wednesday, May 22, 2019 6:14 PM
To: Hicks, Bridget (CPC) <Bridget.Hicks@sfgov.org>; CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>; Rodriguez, Marisa (ADM) <marisa.rodriguez@sfgov.org>
Cc: ray@castroplace.com
Subject: Please vote YES and support Eureka Sky on June 13that 3989 17thStreet – Castro

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Dear Bridget Hicks, Planning Commissioners and Marisa Rodriquez,

I'm writing to express my strong support for Eureka Sky (formally Sugar) opening a Retail Cannabis Dispensary at 3989 17thSt, San Francisco CA 94114. This location is essential for me in "The Castro" for both recreational and medicinal cannabis. I am excited about Eureka Sky, they are providing a much-needed service in the neighborhood. The business and convenient location to public transportation will be a fantastic addition to the neighborhood

Please vote "YES" on June 13th. - File No. 2019-004216CUA and Application No. 8-12497

Many thanks in advance for your support.

Rita V. Schmid
Broker Associate
Cell: 917.892.1212
Ritavny@gmail.com
RitaSchmidSF

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Butkus, Audrey \(CPC\)](#); [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Activspace Small Business Owner Comment
Date: Thursday, May 23, 2019 8:59:41 AM

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From: Anne-Marie Basso <therapy@abassolmft.com>
Sent: Wednesday, May 22, 2019 7:00 PM
To: Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>
Subject: Activspace Small Business Owner Comment

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Hello Mr. Ionin,

I am a small business owner in the Activspace building in the mission. I have had a private practice therapy business out of Activspace for the past three years. When looking for an office three years ago I looked at many around the city. I chose activspace for several reasons:

- I had worked out of a therapy collective serving the queer community in the castro for the four years prior and needed to find an office nearby so my clients could move with me.
- because as a women I felt safe at Activspace with its security cameras and locked doors and community feel.
- Affordability. As a woman owning a small business with only myself supporting me I was not able to afford most offices in the city. I found maybe two others I could afford but I would have been afraid to go to work and my clients may have been too. The offices in the same price range did not feel safe physically and were quite dirty.

My grandparents immigrated to San Francisco from Italy in 1914. My dad was raised in city. I was raised on the peninsula and I have been living in SF for the past 15 years. I am a renter in this city and I have already resigned to the reality that I may not ever own a home here as my working class grandparents did. Now possibly getting evicted from my office is another reminder that I may not be welcome in this city. I would like for that not to be true as I think I am a positive contributor to the community. I hope the planning department will make the right decision and allow us to stay and develop our businesses further.

As an addition my business is booming at Activspace. This place is a unique and vibrant beehive of services for the Mission. Because there are so many startups and tech businesses in the neighborhood now these employees need local small businesses to get their personal needs met. I get calls daily of local employees wanting therapy they can walk to from work. It would be a detriment to the current community to lose the many services activspace offers.

Thank you for taking my comments into consideration.

Sincerely,

Anne-Marie Basso LMFT

415-205-3955

--

Anne-Marie Basso, LMFT

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Butkus, Audrey \(CPC\)](#)
Subject: FW: ActivSpace Business Legitimization Program
Date: Thursday, May 23, 2019 8:58:18 AM

Jonas P. Ionin,
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-----Original Message-----

From: Shana Astrachan <sastrachan@gmail.com>
Sent: Thursday, May 23, 2019 8:25 AM
To: Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>
Subject: ActivSpace Business Legitimization Program

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

I am a tenant at ActivSpace in the Mission in SF. I cannot attend the meeting today. However I would like to express my concern of the Legitimization Program. I am an artist and use the space for production, so the program would not effect me as deeply as other business in the building. However I am aware that so many use the building for businesses that are really needed in San Francisco such as therapists and other personal services. As a resident of San Francisco that has lived in the city for over twenty years I am aware of the lack of options for spaces for small businesses. I urge you to make it easier for these businesses to stay where they are. Please put any financial responsibilities of fees on the building owners. They should be responsible for the fees and any paperwork related to this. They have rented to business and individuals that should not have to suddenly incur added fees and paperwork to continue their business.

Thank you
Shana

415-420-0527

From: [CPC-Commissions Secretary](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Opposition to 400 Divisadero – Not Enough On-Site Affordable Housing
Date: Thursday, May 23, 2019 8:57:56 AM

*Jonas P. Ionin,
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From: Jim Summers <att6jim@gmail.com>
Sent: Wednesday, May 22, 2019 8:07 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>; richhillissf@gmail.com; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Woods, Mary (CPC) <mary.woods@sfgov.org>; affordabledivis@gmail.com
Subject: Opposition to 400 Divisadero – Not Enough On-Site Affordable Housing

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Planning Commissioners,

I am a neighbor who is opposed to the project at 400-444 Divisadero St., and 1048-1064 Oak St., as proposed, for the following reasons:

The style and architecture of this building proposal wouldn't even pass a planning commission approval in Texas, where the developers are based. So, why would we be allow something like this to be built here in SF, in 2019!?! This is beautiful historical victorian SF neighborhood, full of beautiful turn of the century victorians. The proposed building looks like some type of administrative hospital building, in South Texas.

Also, a mere 37 units of affordable housing out of 186 units is not enough. The project fails to meet neighborhood needs as articulated in the 2016 Affordable Divisadero Community Plan, created by over 500 community members, which calls for 50% affordability in new projects. The developer has consistently ignored community demands for increased affordability on the site while claiming "community engagement" that "reflects the community's vision for this prominent site." The project

is seeking five (5) Conditional Use approvals, yet contains no additional public benefit to neighborhood residents and community members.

Please support Divisadero neighbors, residents, and the community members of SF, and DO NOT approve this project.

Thank you in advance, for any help with stoping this,

Jim Summers
415/730-7739

From: [Ionin, Jonas \(CPC\)](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: 400 divis
Date: Thursday, May 23, 2019 8:57:11 AM
Attachments: [Please Support 400 Divisadero @ Oak Complex.msg](#)
[Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)
[Re 400 Divisadero Project \(Agenda Item 18 May 23 2019 hearing\).msg](#)

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Woods, Mary \(CPC\)](#)
Subject: FW: In support of 400 Divis
Date: Thursday, May 23, 2019 8:56:55 AM

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From: Elliot Schwartz <elliot.schwartz@gmail.com>
Sent: Wednesday, May 22, 2019 9:27 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: In support of 400 Divis

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I am writing in support of 400 Divis. This city needs more housing as soon as possible to address our housing crisis.

Elliot Schwartz
San Francisco

From: [Ionin, Jonas \(CPC\)](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: 400 Divis
Date: Thursday, May 23, 2019 8:54:48 AM
Attachments: [Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)
[Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)
[re 400 Divis agenda item 18 \(minimum BMR is not enough\).msg](#)
[Opposition to 400 Divisadero Project Not Enough Affordable Housing for Our Divisadero Community .msg](#)
[Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Woods, Mary \(CPC\)](#)
Subject: FW: Support 400 Divisidero
Date: Thursday, May 23, 2019 8:54:27 AM

*Jonas P. Ionin,
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From: Meggie Bonner <meggiebonner@gmail.com>
Sent: Wednesday, May 22, 2019 8:04 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: Support 400 Divisidero

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I'd like to voice my support for the 400 Divisidero project. Getting more housing instead of an unsightly gas station is a win win for the neighborhood.

Thanks,

Margaret Bonner
58 Clayton St. Apt 8
San Francisco CA 94117

From: [CPC-Commissions Secretary](#)
To: [Woods, Mary \(CPC\)](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Haight Neighbors Support Housing at 400 Divisadero
Date: Thursday, May 23, 2019 8:54:02 AM

*Jonas P. Ionin,
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From: HAND <hand4sf@gmail.com>
Sent: Wednesday, May 22, 2019 3:19 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; richhillissf@gmail.com; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>; CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Hand4sf <hand4sf@gmail.com>; BrownStaff <brownstaff@sfgov.org>; Brown, Vallie (BOS) <vallie.brown@sfgov.org>
Subject: Haight Neighbors Support Housing at 400 Divisadero

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Planning Commission Members and Supervisor Brown,
Haight-Ashbury Neighbors for Density (HAND) is a group of pro-housing and pro-transit neighbors around the Haight and district 5 neighborhoods and we support the proposed housing at 400 Divisadero.

We believe this project represents exactly the type of infill housing that our neighborhood needs. It's creating on-site affordable housing, new rental apartments in a dire rental housing shortage, new businesses on Divisadero, and a much improved neighborhood resource than the existing gas station. The BOS has declared a climate crisis and we believe that building transit-adjacent housing like this to replace a gas station is an excellent example of putting this declaration into practice.

Please pass this housing proposal as presented at the 5/23 Planning Commission meeting.

Thank you.

More information on HAND at <https://www.facebook.com/haightfordensity>

--

Haight Ashbury Neighbors for Density

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From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Woods, Mary \(CPC\)](#); [Feliciano, Josephine \(CPC\)](#)
Subject: FW: I support 400 Divisadero
Date: Thursday, May 23, 2019 8:53:54 AM

*Jonas P. Ionin,
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From: Kat Hawthorne <kathryne.h@gmail.com>
Sent: Wednesday, May 22, 2019 3:08 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: I support 400 Divisadero

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Hi,

I live a few blocks away (Oak and Pierce) from this proposed new development at 400 Divisadero and I am excited to welcome new neighbors as a part of this plan. I believe it should go through as-is.

Thank you for helping more people enjoy calling San Francisco home,
Kat

From: [CPC-Commissions Secretary](#)
To: [Woods, Mary \(CPC\)](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Opposition to the Development at 400 Divisadero
Date: Thursday, May 23, 2019 8:53:33 AM

*Jonas P. Ionin,
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From: Ozzie Rohm <ozzierohm@sbcglobal.net>
Sent: Wednesday, May 22, 2019 2:29 PM
To: richhillissf@gmail.com; Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>
Cc: CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>; Noeneighborhoodcouncil Info <info@noeneighborhoodcouncil.com>
Subject: Opposition to the Development at 400 Divisadero

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

President Melgar and Members of the Planning Commission,

On behalf of Noe Neighborhood Council, I am writing to urge you to reject the proposed project at 400 Divisadero unless the developer increases the number of on-site affordable units in this project.

Giving only 20% to affordable housing is not enough for a project that should give at least 30% to break even on the affordable housing needs generated by the proposed 186 units at this site. The irony of this is that the proposed development will put tens of low-income immigrants who are currently working at the car wash on that site out of work. Building more BMR units than a measly 37 apartments is the least the developer should do to make up for the misery they will inflict on the hard working low-income employees of this car wash.

Please show your support for more affordable housing and reject this project unless the developer ups the number of BMR units to a level befitting the consequences of this development.

Sincerely,

Ozzie Rohm

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Butkus, Audrey \(CPC\)](#); [Feliciano, Josephine \(CPC\)](#)
Subject: FW: 3150 18th Street, SF, CA - Thursday 5/23/19 agenda
Date: Wednesday, May 22, 2019 2:11:26 PM

*Jonas P. Ionin,
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From: Giulietta Octavio <giuliettaoctavio@gmail.com>
Sent: Wednesday, May 22, 2019 1:11 PM
To: Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>
Subject: RE: 3150 18th Street, SF, CA - Thursday 5/23/19 agenda

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Please allow health services to continue to exist at this address. I personally know over 100 care providers serving over 5000 SF residents with a wide array of affordable health and mental health services. If these providers are required to move, the cost of relocation and additional rental fees will decimate these businesses and the people they serve. They were knowingly misled by the property owners and told that the building was zoned for their use. They represent the heart of small business entrepreneurship that is giving back to SF residents and their community. These units are not suitable for PDR and never should have been zoned as such. Most are far too small and all are not adequately ventilated or powered for PDR. Removing them would not actually bring more PDR rental back, it would be a pure loss for all sides.

Thank you, Giulietta Octavio

Attachments area

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Woods, Mary \(CPC\)](#)
Subject: FW: I Support 400 Divisadero
Date: Wednesday, May 22, 2019 2:10:35 PM

*Jonas P. Ionin,
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www.sfplanning.org

From: marty cerles <martycerles@gmail.com>
Sent: Wednesday, May 22, 2019 1:59 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: I Support 400 Divisadero

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

My name is Marty Raymond Cerles Jr. I was born and raised at the corner of Anza and Masonic, and currently reside at Bush and Divisadero. I wholeheartedly support the construction of homes at 400 Divisadero. Between the time I was born 30 years ago to today, San Francisco has DRASTICALLY underproduced housing, which has led to me being unable to live in the neighborhood I grew up in even though I am better off economically than my parents. This is completely due to over-regulation by City/Local government, and out-sized influence by NIMBY groups. I strongly strongly urge you to allow this development to proceed with no delay. Thank you.

Regards,

Marty R Cerles Jr

From: [CPC-Commissions Secretary](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Opposition to 400 Divisadero – Not Enough On-Site Affordable Housing
Date: Wednesday, May 22, 2019 2:10:25 PM

Jonas P. Ionin,
Director of Commission Affairs

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

-----Original Message-----

From: Lori Liederman <lbliederman@gmail.com>
Sent: Wednesday, May 22, 2019 1:19 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>; richhillissf@gmail.com; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Woods, Mary (CPC) <mary.woods@sfgov.org>; affordabledivis@gmail.com
Subject: Opposition to 400 Divisadero – Not Enough On-Site Affordable Housing

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Planning Commissioners,

I am a neighbor opposed to the project at 400-444 Divisadero St and 1048-1064 Oak St as proposed for the following reasons:

- 1) 37 units of affordable housing out of 186 units is not enough.
- 2) The project fails to meet neighborhood needs as articulated in the 2016 Affordable Divisadero Community Plan, created by over 500 community members, which calls for 50% affordability in new projects.
- 3) The developer has consistently ignored community demands for increased affordability on the site while claiming “community engagement” that “reflects the community’s vision for this prominent site.”
- 4) The project is seeking five (5) Conditional Use approvals, yet contains no additional public benefit to neighborhood residents and community members. There is no value recapture for the neighborhood or the city in exchange for a massive giveaway to the developer in additional density which translates directly to a substantial increase in profit. I urge the Planning Commission to use every tool at your disposal to reject this project unless and until there is commensurate benefit to the community.

Please support Divisadero neighbors, residents, and community members and DO NOT approve this project as proposed until there is a higher percentage of affordable housing.

Thank you

Lori Liederman

From: [CPC-Commissions Secretary](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Glen Park Association Board - Support for 149 Mangels Discretionary Review
Date: Wednesday, May 22, 2019 2:10:15 PM

*Jonas P. Ionin,
Director of Commission Affairs*

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1650 Mission Street, Suite 400, San Francisco, CA 94103
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From: WILLIAM WYCKO <wyckowilliam@comcast.net>
Sent: Wednesday, May 22, 2019 12:42 PM
To: Scott Stevenson <sscottss@gmail.com>; aaron.hyland.hpc@gmail.com;
dianematsuda@hotmail.com; Black, Kate (CPC) <kate.black@sfgov.org>;
ellen.hpc@ellenjohnckconsulting.com; RSEJohns@yahoo.com; jonathan.pearlman.hpc@gmail.com;
Andrew Wolfram <andrew@tefarch.com>; Frye, Tim (CPC) <tim.frye@sfgov.org>; CPC-Commissions
Secretary <commissions.secretary@sfgov.org>; Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>;
Koppel, Joel (CPC) <joel.koppel@sfgov.org>; planning@rodneymfong.com; richhillissf@gmail.com;
Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; Moore, Kathrin (CPC)
<kathrin.moore@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; Rahaim, John
(CPC) <john.rahaim@sfgov.org>; Winslow, David (CPC) <david.winslow@sfgov.org>
Cc: Mundy, Erin (BOS) <erin.mundy@sfgov.org>; Mandelman, Rafael (BOS)
<rafael.mandelman@sfgov.org>
Subject: Re: Glen Park Association Board - Support for 149 Mangels Discretionary Review

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Scott,

Thanks for your support. After the applicant finally agreed to meet with us last week for the first time, we reached a framework for agreement regarding repair and protection of our foundation, a three feet reduction in the project's height, and modifications to the project's adjacent lightwell but which does not address a number of other important issues affecting our neighborhood, the adjacent Joost Baden Park, or affordability.

We belatedly received a draft agreement this morning from the applicant's attorney without revised plans and are attempting to get modifications consistent with last week's framework for agreement. If this can be done in the very limited time available due to the applicant's last-minute negotiating strategy, our DR Appeal would be withdrawn; if not, the DR Appeal Hearing will need to proceed tomorrow with limited neighborhood participation as we have chosen to focus on good-faith negotiation over the past two weeks instead of outreach.

Bill Wycko & Lisa Katzman

On May 22, 2019 at 9:43 AM Scott Stevenson <sscottss@gmail.com> wrote:

Dear San Francisco Planning Commission and Planning Department

The Glen Park Association Board has reviewed the Discretionary Review filed for the 149 Mangels project.

The Board has attached our formal comments in support of the DR, focusing to address a specific issue regarding the project.

Please include our comments in the ongoing discussion about the 149 Mangels project at the DR hearing scheduled for 5/23/19.

We are hopeful for a resolution to this issue.

Thank You,

Glen Park Association Board

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Woods, Mary \(CPC\)](#)
Subject: FW: I Support 400 Divisadero
Date: Wednesday, May 22, 2019 12:27:56 PM

*Jonas P. Ionin,
Director of Commission Affairs*

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1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Joe Hooker <joekhooker@gmail.com>
Sent: Wednesday, May 22, 2019 12:25 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: I Support 400 Divisadero

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I live at 320 Pierce St, only a few blocks away. I support this project because it will add much-needed housing to the neighborhood. I hope that the Commission approves this project and others like it to address the housing issues in San Francisco.

Thank you,

Joe Hooker
320 Pierce St
San Francisco

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#); [Aaron Jon Hyland - HPC](#); [Andrew Wolfram \(andrew@tefarch.com\)](#); [Black, Kate \(CPC\)](#); [Diane Matsuda](#); [Ellen Johnck - HPC](#); [Jonathan Pearlman](#); [Richard S. E. Johns](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: *** PRESS RELEASE *** MAYOR LONDON BREED ANNOUNCES SAN FRANCISCO MUSEUMS FOR ALL PROGRAM
Date: Wednesday, May 22, 2019 11:19:23 AM
Attachments: [5.22.19 SF Museums for All.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

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1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

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From: Press Office, Mayor (MYR)
Sent: Wednesday, May 22, 2019 10:54 AM
To: Press Office, Mayor (MYR) <mayorspressooffice@sfgov.org>
Subject: *** PRESS RELEASE *** MAYOR LONDON BREED ANNOUNCES SAN FRANCISCO MUSEUMS FOR ALL PROGRAM

FOR IMMEDIATE RELEASE:

Wednesday, May 22, 2019

Contact: Mayor's Office of Communications, 415-554-6131

***** PRESS RELEASE *****

**MAYOR LONDON BREED ANNOUNCES SAN FRANCISCO
MUSEUMS FOR ALL PROGRAM**

Program will provide free summer admission to local museums and cultural institutions for San Francisco residents who receive public benefits

San Francisco, CA — Mayor London N. Breed today announced the San Francisco Museums for All program, which will provide free admission throughout the summer to more than 15 museums and cultural institutions for residents who receive public benefits including Medi-Cal and CalFresh.

The program, which will run from June 1st through September 2nd, 2019, builds on Mayor Breed's commitment to provide equitable access to the City's resources and institutions. Nearly one in four San Franciscans receive these benefits and can visit museums free of charge through this program.

"All San Franciscans, regardless of their income, should have access to the art and culture institutions that San Francisco has to offer," said Mayor Breed. "This partnership will ensure

that no one is priced-out, and help provide opportunities for our children to remain engaged even when school is out for the summer.”

Admission fees at many institutions can range from \$20 to \$150 for a family of four to visit, which often creates a barrier for people to access the cultural and educational benefits that these institutions offer. To address this challenge, Mayor Breed worked with City departments, arts nonprofits and organizations, and leaders of local museums and cultural centers – including SFMOMA, the de Young Museum, and California Academy of Sciences – to ensure free summer admission for more than 210,000 San Francisco residents that are eligible to participate in the program.

The program was created in collaboration with Treasurer José Cisneros’s Financial Justice Project, which works to ensure that lower-income residents receive discounts on fines and fees that place a disproportionate burden on low-income families, and to streamline eligibility processes for these discounts.

“No San Franciscan should be excluded from our amazing museums and cultural institutions because of the size of their wallet,” said Treasurer José Cisneros. “We all benefit when all San Franciscans, regardless of income, can participate in the cultural life of our city.”

“It’s wonderful to see the City’s museums come together to make it clear that their doors are open to everyone,” said Director of Grants for the Arts Matthew Goudeau.

San Francisco residents who currently receive public benefits from the Human Services Agency (HSA) can receive free admission at participating museums for up to four individuals when they present their Electronic Benefits Card (EBT) or Medi-Cal card and proof of San Francisco residency.

“Research tells us that exposure to the arts increases health and educational outcomes for all people,” says San Francisco Arts Commission Director of Cultural Affairs Tom DeCaigny. “We hope this program will have a lasting positive effect on the community and foster more participation in the arts across the City.”

HSA will conduct outreach to City residents who receive public benefits, and promote participation among community organizations that serve qualifying households, including children, and older adults, and people with disabilities.

“All San Franciscans should be able to enjoy the same access to rich cultural and artistic life experiences regardless of their income level,” said Trent Rhorer, Executive Director of the San Francisco Human Service Agency. “We’re coming together to invite all households who receive public benefits to visit our world-class museums this summer so they too can experience the cultural abundance of our City.”

The participating cultural institutions are:

- Asian Art Museum
- Botanical Garden
- Cartoon Museum
- Conservatory of Flowers

- Contemporary Jewish Museum
- de Young Museum
- Japanese Tea Garden
- Legion of Honor
- Museum of the African Diaspora
- Museum of Craft and Design
- Presidio Trust
- Randall Museum
- San Francisco Museum of Modern Art (SF MoMA)
- Walt Disney Museum
- Yerba Buena Center for the Arts

San Francisco Museums for All builds on the national Museums for All initiative, which works with museums across the country to offer free or discounted admission fees to individuals and families that receive public benefits. The initiative, which several San Francisco museums participate in, has broadened visitor bases and expanded access to museums, engaged underserved communities, and raised public awareness.

To participate, eligible families need to bring to participating museums:

1. An Electronic Benefits Transfer (EBT) or Medi-Cal card.
2. Proof of San Francisco residency such as a driver's license, student or college ID card, or library card.

More information can be found at sfmuseumsforall.org, or by calling 3-1-1 or emailing sfmuseumsforall@sfgov.org.

###

From: [Ionin, Jonas \(CPC\)](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: 400 divis
Date: Wednesday, May 22, 2019 11:18:51 AM
Attachments: [Please approve 400 Divisadero - my neighborhood is a great place for MORE HOMES! .msg](#)
[Opposition to 400 Divisadero.msg](#)
[400 Divisadero Project \(Agenda Item 18 May 23 2019 hearing\).msg](#)

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Woods, Mary \(CPC\)](#)
Subject: FW: Support for 400 Divis
Date: Wednesday, May 22, 2019 10:28:34 AM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Robin Kutner <robin.kutner@gmail.com>
Sent: Tuesday, May 21, 2019 3:58 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: Support for 400 Divis

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi there,

I cannot attend the Planning Commission hearing on Thursday but I want to write in my support for the 400 Divis development. I live just a couple blocks away, on the 100 block of Divisadero. I support more housing in our neighborhood, I am excited that the blight of that corner's third gas station will be replaced by something better, I look forward to better commercial options and walkability on the section of Divis near Oak, and I believe David Kroziere has done an excellent job listen to the existing community and shaping this project to meet multiple stakeholders' preferences.

I support 400 Divis!

Thanks,
Robin Kutner

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Samonsky, Ella \(CPC\)](#)
Subject: FW: Please support housing at \"One Vassar\" on Harrison Street
Date: Wednesday, May 22, 2019 10:28:16 AM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: whitfield.cw@gmail.com <whitfield.cw@gmail.com>
Sent: Tuesday, May 21, 2019 5:10 PM
To: Rich Hillis <richhillissf@yahoo.com>
Cc: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: Please support housing at \"One Vassar\" on Harrison Street

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Commissioner Hillis,

My name is Charles Whitfield, and I'm a D6 resident and voter.

I'm writing to ask you to support the housing element of the proposed development on Harrison Street discussed in [this article](#). I live in an apartment complex directly across the street from the proposed development. As an immediate neighbor of the project, I want the project to include as much housing as possible.

I'm concerned that opposition to this project may result in a height reduction that will reduce the number of homes included. The Central SoMa plan already has insufficient capacity for housing; reducing the number of homes in projects like this will only worsen our city's already terrible housing shortage.

Therefore, I urge to you make every effort to maximize the amount of housing built and allowed, both in this project, in Central SoMa more broadly, and across the city.

Sincerely,

Charles Whitfield

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Woods, Mary \(CPC\)](#)
Subject: FW: I Support 400 Divisadero
Date: Wednesday, May 22, 2019 10:27:40 AM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Matt <mschoolfield@gmail.com>
Sent: Tuesday, May 21, 2019 5:33 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: I Support 400 Divisadero

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I live in the neighborhood (near hayes and cole), and i'd love to be a homeowner one day. The only way that can happen is with more residences. I support this new building, that will make the neighborhood more inviting.

Thanks,
Matt Schoolfield

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: 237 Cortland St, Case No. 2018.008362DRP
Date: Wednesday, May 22, 2019 10:27:21 AM
Attachments: [237 Cortland St.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Ben Libbey <ben@carlaef.org>
Sent: Tuesday, May 21, 2019 5:59 PM
Cc: CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Winslow, David (CPC) <david.winslow@sfgov.org>
Subject: 237 Cortland St, Case No. 2018.008362DRP

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

5/21/2019

San Francisco Planning Commission
City Hall, Room 400
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
commissions.secretary@sfgov.org; David.Winslow@sfgov.org;
Via Email

Re: 237 Cortland Street
Case No. 2018.008362DRP

Dear Planning Commissioners,

The California Renters Legal Advocacy and Education Fund (CaRLA) submits this letter to inform you that the San Francisco Planning Commission has an obligation to abide by all relevant state housing laws when evaluating the above captioned proposal, including the Housing Accountability Act.

California Government Code § 65589.5, the Housing Accountability Act, prohibits localities

from denying housing development projects that are compliant with the locality's Zoning Ordinance and General Plan at the time the application was deemed complete, unless the locality can make findings that the proposed housing development would be a threat to public health and safety. The most relevant section is copied below:

(j) When a proposed housing development project complies with applicable, objective general plan and zoning standards and criteria, including design review standards, in effect at the time that the housing development project's application is determined to be complete, but the local agency proposes to disapprove the project or to approve it upon the condition that the project be developed at a lower density, the local agency shall base its decision regarding the proposed housing development project upon written findings supported by substantial evidence on the record that both of the following conditions exist:

(1) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(2) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

The Applicant proposes to demolish a one-story commercial building and construct a four-story mixed-use building with ground floor commercial space and 3 residential units.

The above captioned proposal is zoning compliant and general plan compliant, therefore, your local agency must approve the application, or else make findings to the effect that the proposed project would have an adverse impact on public health and safety, as described above.

CaRLA is a 501(c)3 non-profit corporation whose mission is to restore a legal environment in which California builds housing equal to its needs, which we pursue through public impact litigation and providing educational programs to California city officials and their staff.

Sincerely,

Sonja Trauss
Co-Executive Director
California Renters Legal Advocacy and Education Fund

Cc: Jeremy Schaub
1360 9th Avenue
San Francisco, CA 94010

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Woods, Mary \(CPC\)](#); [Feliciano, Josephine \(CPC\)](#)
Subject: FW: I Support 400 Divisadero
Date: Wednesday, May 22, 2019 10:26:39 AM

*Jonas P. Ionin,
Director of Commission Affairs*

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1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Taylor Watson <taylorkwatson@gmail.com>
Sent: Tuesday, May 21, 2019 7:09 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: I Support 400 Divisadero

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I live at Central and Waller and support this development.

--

Taylor Watson
516 672 0224
taylorkwatson@gmail.com
<http://www.linkedin.com/in/taylorkwatson>

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Woods, Mary \(CPC\)](#)
Subject: FW: Opposition to 400 Divisadero – Not Enough On-Site Affordable Housing
Date: Wednesday, May 22, 2019 10:25:58 AM

*Jonas P. Ionin,
Director of Commission Affairs*

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1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Aaron Goodman <amgodman@yahoo.com>
Sent: Tuesday, May 21, 2019 7:14 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: Opposition to 400 Divisadero – Not Enough On-Site Affordable Housing

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Planning Commissioners,

I am a SF housing advocate opposed to the project at 400-444 Divisadero St and 1048-1064 Oak St as proposed for the following reasons: 1) 37 units of affordable housing out of 186 units is not enough. 2) The project fails to meet neighborhood needs as articulated in the 2016 Affordable Divisadero Community Plan, created by over 500 community members, which calls for 50% affordability in new projects. 3) The developer has consistently ignored community demands for increased affordability on the site while claiming “community engagement” that “reflects the community’s vision for this prominent site.” 4) The project is seeking five (5) Conditional Use approvals, yet contains no additional public benefit to neighborhood residents and community members. Please support Divisadero neighbors, residents, and community members and DO NOT approve this project as proposed until there is a higher percentage of affordable housing.

Too many projects ignore the balance of housing, open space, amenities, and transit/infrastructural needs. Think through the issues of community input and ensure that the cities existing citizens do not further get displaced by green-\$-greed....

Thank you

A.Goodman D11

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Letter of Support for Eureka Sky
Date: Wednesday, May 22, 2019 10:13:58 AM
Attachments: [Eureka Sky.docx](#)

*Jonas P. Ionin,
Director of Commission Affairs*

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www.sfplanning.org

From: Terry Asten Bennett <terry@cliffsvariety.com>
Sent: Monday, May 20, 2019 3:37 PM
To: Hicks, Bridget (CPC) <Bridget.Hicks@sfgov.org>; CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>; Rodriguez, Marisa (ADM) <marisa.rodriguez@sfgov.org>; ray castroplace.com <ray@castroplace.com>
Cc: CASTRO MERCHANTS <info@castromerchants.com>
Subject: Letter of Support for Eureka Sky

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Attached is my letter of support for Eureka Sky's Conditional Use Permit and Change of Use Permit. If you have any questions, please don't hesitate to contact me.

--

Terry Asten Bennett
General Manager
Cliff's Variety
(415) 431-5365
www.cliffsvariety.com

From: [Ionin, Jonas \(CPC\)](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: 400 Divisadero
Date: Wednesday, May 22, 2019 10:12:16 AM

*Jonas P. Ionin,
Director of Commission Affairs*

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Direct: 415-558-6309|Fax: 415-558-6409

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www.sfplanning.org

From: Chet Corcos <ccorcos@gmail.com>
Sent: Tuesday, May 21, 2019 4:29 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; richhillssf@yahoo.com; millicentjohnson@sfgov.org; Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>; Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>; Woods, Mary (CPC) <mary.woods@sfgov.org>
Cc: David Kriozere <DavidK@genesisliving.com>
Subject: 400 Divisadero

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Dear Planning Commission,

I've been meeting with the David Kriozere, the developer of 400 Divisadero for over a year. He held an open-house meeting to hear concerns from the neighbors and that is how I met him. He has been very responsive to all of my concerns and soliciting feedback from my neighbors.

I heartily support his project because I think it will be good for the neighborhood. The Shell station / car wash attracts a lot of loiterers and drug dealers making it an uncomfortable environment for pedestrians. The new apartments will offer much needed housing in an area where rent is too high for apartments that are unmaintained. And the storefronts will bring new life to the neighborhood.

Thank you,

Chet Corcos

From: [CPC-Commissions Secretary](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: 400-444 Divisidero Project, Opposed Neighbor
Date: Tuesday, May 21, 2019 3:43:59 PM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Hamid R. Bronner <hrbronner@gmail.com>
Sent: Tuesday, May 21, 2019 3:30 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>; richhillissf@gmail.com; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Woods, Mary (CPC) <mary.woods@sfgov.org>; affordabledivis@gmail.com
Subject: 400-444 Divisidero Project, Opposed Neighbor

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello Commissioners,

I am a neighbor in very close proximity to this project, which does not seem to be a well thought-out project. It conspicuously follows the trend of much of the latest hasty development throughout San Francisco in the last decade or so.

My concern that too many issues correlating to this project are being dismissed or ignored, points to a push to exploit a perceived space for development. The net result however, is not a benefit to the neighborhood. There is not much consideration to those who currently live here, and need to continue their lives in this place.

Along with a following prepared letter below that I am in agreement with, I'd like to add a few of the points that would impact all who live and spend a fair amount of time along Divisidero.

Please consider these additional points as well as the letter below:

- The ongoing turnover of Small Businesses shows the **sterilization of local-commercial culture**

benefiting larger corporations which can afford extreme commercial rates.

- The **loss of balance in existing demographics** (a lesser measured stat, however clearly visible on the ground). This is an area closely tied to some vulnerable San Francisco ethnicities and cultures, some more obvious than others and an area which should preserve the ideal of civil interactions, without becoming too much of an influx of a homogeneous particular industry-culture (in this case part of the city-tech-wave-influx).

-The prior point leads to the issue of **encouraging commuting far away to Silicon Valley** and using San Francisco as a corporate perk/campus. This is a well established issue in the news from the start of the recent giveaways, and certainly something that should be looked at as a local area, region-by-region pressing issue. It also relates to traffic, both automotive and pedestrian. **Electric gadget modes of transportation are not factoring well among conventional Divisadero street traffic, so they will be more and more taking sidewalks.** This issue is coupled with commuting and the point goes to giving perks at the expense of people actually living, not short-term transient stays in SF. **The attracted increase of accidents, petty crime, congestion to a narrowing transit corridor (more and more side streets are closed off to cross-town traffic) shows the need for projects planned with foresight and accounting for inevitable secondary and tertiary consequences.**

- The aforementioned concern(s) points to an **issue of vitality for this area.** It is my estimation that area should attract and **allow visitors and tourists to stop and find a unique and interesting place.** Congestion and transient tech-labor will not add to this or allow people to come **comfortably and the area to develop organically and uniquely.** It will be too imbalanced with people using the area at high expense and with frequent turn over. The possibility that more affordable housing done in a responsible way will lead to comparable or with better benefits to this area is more likely.

- Lastly I'd add, when I walk this stretch regularly **I feel the coldness a larger than average building would create. It would take a piece of the skyline that would be a bad precedent and severe loss along this 'corridor.'** It would not be friendly and welcoming, and it would not fit with the surrounding buildings. The geographic position at the base of the Haight St. and Divisadero Hill side does not compliment a tall and wide building here. The design seems to not include this concern.

Thank you for reading my concerns and the following prepared letter of the conscientious neighbor(s) below.

Dear Planning Commissioners,

I am a neighbor opposed to the project at 400-444 Divisadero St and 1048-1064 Oak St as proposed for the following reasons: 37 units of affordable housing out of 186 units is not enough. The project fails to meet neighborhood needs as articulated in the 2016 Affordable Divisadero Community Plan, created by over 500 community members, which calls for 50% affordability in new projects. The developer has consistently ignored community demands for increased affordability on the site while claiming "community engagement" that "reflects the community's vision for this prominent site."

The project is seeking five (5) Conditional Use approvals, yet contains no additional public benefit to neighborhood residents and community members. Please support Divisadero neighbors, residents, and community members and DO NOT approve this project.

Thank you,

--

Hamid R. Bronner
principal



Arts of The Ancients .com

&

CRIMSON GATE TEA .COM



From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Please vote YES and support Eureka Sky on June 13th at 3989 17th Street – Castro
Date: Tuesday, May 21, 2019 3:42:25 PM
Attachments: [LetterofSupport_2019-004216CUA-8-12497.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Christopher Sharpe <info@nordenliving.com>
Sent: Tuesday, May 21, 2019 3:10 PM
To: Hicks, Bridget (CPC) <Bridget.Hicks@sfgov.org>; CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>; Rodriguez, Marisa (ADM) <marisa.rodriguez@sfgov.org>; ray@castroplace.com
Subject: Please vote YES and support Eureka Sky on June 13th at 3989 17th Street – Castro

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Greetings,

Please find attached my Letter of Support for Eureka Sky @ 3989 17th Street – Castro District.

Best Regards,

Christopher Sharpe
Co-Owner

Christopher Sharpe - 415.235.9583
Terje Arnesen - 415.577.6208

Showroom:
[3618 17th Street](#)
[San Francisco, CA 94114](#)
415.757.0805

Store Hours:

Weds-Fri: 11am-6pm

Sat-Sun: 11am-5pm

** Please take a moment to review us below! Thank you, C & T*

[Google](#)

[Yelp](#)

[Facebook](#)

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Woods, Mary \(CPC\)](#); [Feliciano, Josephine \(CPC\)](#)
Subject: FW: I support 400 Divisadero
Date: Tuesday, May 21, 2019 2:53:26 PM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Riley Avron <riley.avron@gmail.com>
Sent: Tuesday, May 21, 2019 2:20 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: I support 400 Divisadero

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

I'm a resident in district 5, and I've heard that there might be resistance to the 400 Divisadero project, which would replace a gas station with sorely needed housing in the city. Accordingly, I'm writing to express my support for that project, as a resident in the neighborhood. The city needs more housing stock, as quickly as possible, and this project won't even displace any current residents. It should be approved without delay.

Thank you.

--

Riley

From: [CPC-Commissions Secretary](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Opposition to 400 Divisadero – Not Enough On-Site Affordable Housing
Date: Tuesday, May 21, 2019 2:53:12 PM

Jonas P. Ionin,
Director of Commission Affairs

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

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www.sfplanning.org

-----Original Message-----

From: Denis Mosgofian <denismosgofian@gmail.com>
Sent: Tuesday, May 21, 2019 2:23 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>; richhillissf@gmail.com; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Woods, Mary (CPC) <mary.woods@sfgov.org>; affordabledivis@gmail.com
Subject: Opposition to 400 Divisadero – Not Enough On-Site Affordable Housing

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Planning Commissioners,

I am opposed to the project at 400-444 Divisadero St and 1048-1064 Oak St as proposed for the following reasons:

- 1) 37 units of affordable housing out of 186 units is not enough.
- 2) The project fails to meet neighborhood needs as articulated in the 2016 Affordable Divisadero Community Plan, created by over 500 community members, which calls for 50% affordability in new projects.
- 3) The developer has consistently ignored community demands for increased affordability on the site while claiming “community engagement” that “reflects the community’s vision for this prominent site.”
- 4) The project is seeking five (5) Conditional Use approvals, yet contains no additional public benefit to neighborhood residents and community members.

Please support Divisadero neighbors, residents, and community members and DO NOT approve this project as proposed until there is a higher percentage of affordable housing.

Thank you

Denis Mosgofian

From: [CPC-Commissions Secretary](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: PLEASE increase the affordable units in these projects!!
Date: Tuesday, May 21, 2019 2:53:05 PM

Jonas P. Ionin,
Director of Commission Affairs

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

-----Original Message-----

From: SB <sbsanfran@yahoo.com>
Sent: Tuesday, May 21, 2019 2:46 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>; richhillissf@gmail.com; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>
Cc: Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Woods, Mary (CPC) <mary.woods@sfgov.org>
Subject: PLEASE increase the affordable units in these projects!!

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To the Planning Commission,

Please address the lack of affordability in the proposed 400-444 Divisadero St and 1048-1064 Oak St project. Until this happens, please VOTE NO on the project.

This project is not good for the neighborhood, or for the lower income residents of the area!

There has not been appropriate outreach to the neighborhood, despite their claims to the contrary. At several of these meetings we couldn't even ask questions! They just made their presentations, and then dismissed the audience with no chance for input! We had come with questions, but we were ignored.

The proposed project 400-444 Divisadero St and 1048-1064 Oak St contains 186 units, yet only 36 of those are proposed as Below Market Rate or "affordable" units. This is just NOT enough!

Our neighborhood put together a plan called The Divisadero Community Plan. We had quite a few community meetings where we all could give input. I was at many of these meetings, and everyone in the neighborhood feels very strongly about this!

The Divisadero Community Plan calls for 50% affordability in all new housing development that is ten units or more, and states that increases to bulk, density and height should only be allowed if affordability and all other development requirements of the Plan are adhered to.

Please support the Divisadero neighborhood and VOTE NO on the 400-444 Divisadero St and 1048-1064 Oak St.

project until there is a much high percentage of affordable housing.

Please don't let the needs of the current community get outweighed by the higher-income people who could afford to live in those buildings. San Francisco has a history of not doing right by its lower-income (often long-time) residents.

Let's turn it around and do the right thing this time!

Thank you!

Susan Brock

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Woods, Mary \(CPC\)](#); [Feliciano, Josephine \(CPC\)](#)
Subject: FW: I support 400 Divisadero
Date: Tuesday, May 21, 2019 1:41:22 PM

Jonas P. Ionin,
Director of Commission Affairs

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
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www.sfplanning.org

-----Original Message-----

From: Phillip Kobernick <phillipkobernick@gmail.com>
Sent: Tuesday, May 21, 2019 12:53 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: I support 400 Divisadero

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Zero displacement? Check.
Affordable inclusionary? Check.
More rental apartments in a rental housing crisis? Check.
Getting a better neighborhood use than a gas station? Check.

Planning Commission, this project checks all the boxes. Please support this housing for renters.

Thx,
Phillip

Sent from my iPhone

From: [Ionin, Jonas \(CPC\)](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: 400 Divis
Date: Tuesday, May 21, 2019 1:41:12 PM
Attachments: [Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)
[Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)
[Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)
[Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)
[Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)
[Do Not Approve 400 Divisadero as Proposed.msg](#)
[Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: re :: Letter of Support, Eureka Sky
Date: Tuesday, May 21, 2019 1:34:02 PM
Attachments: [emailphoto-michelle.png](#)
[lwt-emaillogo-01.png](#)
[Eureka Sky Support Letter - LWT.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
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www.sfplanning.org

From: Michelle Skoor <michelle@lesbianswhotech.org>
Sent: Tuesday, May 21, 2019 11:34 AM
To: Hicks, Bridget (CPC) <Bridget.Hicks@sfgov.org>; CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>; Rodriguez, Marisa (ADM) <marisa.rodriguez@sfgov.org>; ray castroplace.com <ray@castroplace.com>
Subject: re :: Letter of Support, Eureka Sky

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To Whom it May Concern -

We are submitting a letter of support for Eureka Sky on behalf of Lesbians Who Tech + Allies.

Michelle

--

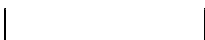


Michelle Skoor
VP, Operations & Programs
they | them
E: michelle@lesbianswhotech.org

TW: [@Michelle_Skoor](#)



Up Next | [Lesbians Who Tech & Allies Leadership Summit](#), September 11 - 13, 2019



From: [CPC-Commissions Secretary](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: SOMCAN Letter Regarding Proposed 1025 Howard Street Project
Date: Tuesday, May 21, 2019 9:24:33 AM
Attachments: [SOMCAN Statement on 1025 Howard St PC.pdf](#)

Jonas P. Ionin,
Director of Commission Affairs

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

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www.sfplanning.org

-----Original Message-----

From: dwoo@somcan.org <dwoo@somcan.org>
Sent: Monday, May 20, 2019 3:51 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>; richhillissf@gmail.com; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Samonsky, Ella (CPC) <ella.samonsky@sfgov.org>
Cc: Angelica Cabande <acabande@somcan.org>
Subject: SOMCAN Letter Regarding Proposed 1025 Howard Street Project

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Commissioners,

Please see attached SOMCAN's statement on the proposed 1025 Howard Street hotel development that will cast new shadows on Gene Friend Recreation Center.

Thank you,
David

David Woo
Community Development Coordinator
South of Market Community Action Network
415.255.7693 (office)

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Samonsky, Ella \(CPC\)](#); [Feliciano, Josephine \(CPC\)](#)
Subject: FW: 1025 Howard Street Development Opposition Letter
Date: Tuesday, May 21, 2019 9:24:28 AM
Attachments: [BEC 1025 Howard Street Opposition Letter.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Mary Roque <mary.roque@sfbec.org>
Sent: Monday, May 20, 2019 5:06 PM
To: CPC-Commissions Secretary <commissions.secretary@sfgov.org>
Subject: 1025 Howard Street Development Opposition Letter

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To whom it may concern,

I am submitting the Bayanihan Equity Center's letter of opposition for the proposed 1025 Howard Street development.

Sincerely,

Mary

--

**Mary
Roque**
*Administrative
Assistant
Data
Collection Specialist*

1010
Mission Street, Suite C
San
Francisco, CA 94103
Tel: (415) 255-2347 | Fax: (415) 255-2358

From: [CPC-Commissions Secretary](#)
To: [Chion, Miriam \(CPC\)](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Suggestions in the aftermath of SB 50
Date: Tuesday, May 21, 2019 9:24:00 AM
Attachments: [Response to Shelving SB 50.pdf](#)

Jonas P. Ionin,
Director of Commission Affairs

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

-----Original Message-----

From: Thomas Schuttish <schuttishtr@sbcglobal.net>
Sent: Monday, May 20, 2019 3:59 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Kathrin Moore <mooreurban@aol.com>; Fung, Frank (CPC) <frank.fung@sfgov.org>; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; drihards20@outlook.com; richhillissf@yahoo.com
Cc: CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>
Subject: Suggestions in the aftermath of SB 50

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Commissioners,
Good afternoon.

Attached is an off the top of my head response to the shelving of SB 50, with seven suggestions that could show Sacramento that there are many ways the City is attempting to deal with the housing crisis.

I also sent a copy to Mr. Ikezoe, Ms. Chion, Mr. Switzky and Ms. Rodgers.

Thank you.

Sincerely,
Georgia Schuttish

From: [Ionin, Jonas \(CPC\)](#)
To: [Woods, Mary \(CPC\)](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: 400 Divis
Date: Tuesday, May 21, 2019 9:22:57 AM
Attachments: [NO to 400 Divisadero We Need Affordable Housing!.msg](#)
[Opposition to 400 Divisadero Not Enough On-Site Affordable Housing.msg](#)
[NOPNA Letter of Support - 400 Divisadero.msg](#)

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Letter of Support for Eureka Sky, Application No. 8-12497, Case No. 00013148
Date: Tuesday, May 21, 2019 9:21:47 AM
Attachments: [Eureka Sky Letter of Support-Aria.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Masood Samereie <msamereie@yahoo.com>
Sent: Monday, May 20, 2019 4:51 PM
To: Hicks, Bridget (CPC) <Bridget.Hicks@sfgov.org>; CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>; Rodriguez, Marisa (ADM) <marisa.rodriguez@sfgov.org>; ray@castroplace.com
Cc: CASTRO MERCHANTS <info@castromerchants.com>
Subject: Letter of Support for Eureka Sky, Application No. 8-12497, Case No. 00013148

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Recipients;

Attached please find my letter of support for Eureka Sky's Conditional Use Permit and Change of Use Permit.

****Please confirm receipt of this email****

With warmest regards, I remain

Masood Samereie
Broker/Owner
Aria Properties
BRE Lic.# 01364696
President, Castro Merchants

Mobile | 415 215 6017
Office | 415 552 5555

Fax | 415 552 6666

Email | MSamereie@yahoo.com

Website | www.Aria-Properties.com

CIPS, CRS, MCNE, GRI, SRES, ePro, BPOR, TRC, CCRM, HAFA, SFR

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Please vote YES and support Eureka Sky on June 13th at 3989 17th Street – Castro
Date: Tuesday, May 21, 2019 9:21:33 AM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Andrea Shannon <andreasshannon@yahoo.com>
Sent: Monday, May 20, 2019 7:00 PM
To: Hicks, Bridget (CPC) <Bridget.Hicks@sfgov.org>; CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>; Rodriguez, Marisa (ADM) <marisa.rodriguez@sfgov.org>; ray@castroplace.com
Subject: Please vote YES and support Eureka Sky on June 13th at 3989 17th Street – Castro

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Bridget Hicks, Planning Commissioners and Marisa Rodriguez,

I'm writing to express my strong support for Eureka Sky (formally Sugar) opening a Retail Cannabis Dispensary at 3989 17th St, San Francisco CA 94114.

This location is essential for me in "The Castro" for both recreational and medicinal cannabis. I am excited about Eureka Sky, they are providing a much-needed service in the neighborhood. The business and convenient location to public transportation will be a fantastic addition to the neighborhood.

Please vote "YES" on June 13th. - File No. 2019-004216CUA and Application No. 8-12497

Thank you very much for your support.

Regards,

Andrea Shannon
10 South Park Street

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Please vote YES and support Eureka Sky on June 13that 3989 17thStreet – Castro
Date: Tuesday, May 21, 2019 9:21:22 AM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Jane Bu <hanjiebu@gmail.com>
Sent: Monday, May 20, 2019 8:29 PM
To: Hicks, Bridget (CPC) <Bridget.Hicks@sfgov.org>; CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>; Rodriguez, Marisa (ADM) <marisa.rodriguez@sfgov.org>; ray@castroplace.com
Subject: Please vote YES and support Eureka Sky on June 13that 3989 17thStreet – Castro

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Ms. Hicks, Planning Commissioners; Ms. Rodriquez; and Office of Cannabis, or to whom this may concern:

I'm writing to express my (and many other SF residents') strong support for Eureka Sky (formally Sugar) to opening a Retail Cannabis Dispensary at 3989 17thSt, San Francisco CA 94114.

Our friends and families are very excited to have Eureka Sky to the neighborhood. This convenient and central location, with access to many public transportation, is ideal for me and so many others in "The Castro" as well as nearby neighborhoods, for both recreational and medicinal cannabis use. This store will be a wonderful addition to this vibrant neighborhood. Not only Eureka Sky is providing a much-needed service, it will also ease the on-going struggle with the increasing commercial vacancies/turn-over in this beloved SF neighborhood.

The Castro district is full of life, free spirits, and rich with culture. It embodies what makes San Francisco truly unique. So please vote "YES" on June 13th to bring yet another colorful & unique addition - Eureka Sky - to this neighborhood- File No. 2019-004216CUA and Application No. 8-12497

Thank you very much for your kind support.

Best,

Jane Bu

829 Folsom Street, SF 94107

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: scan - letter for Eureka Sky 3989 17th ST.
Date: Tuesday, May 21, 2019 9:19:30 AM
Attachments: [SKM_C25819052011540.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

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www.sfplanning.org

From: ray castroplace.com <ray@castroplace.com>
Sent: Monday, May 20, 2019 1:21 PM
To: Hicks, Bridget (CPC) <Bridget.Hicks@sfgov.org>; CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>; Rodriguez, Marisa (ADM) <marisa.rodriguez@sfgov.org>; ray castroplace.com <ray@castroplace.com>
Subject: Fw: scan - letter for Eureka Sky 3989 17th ST.

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

Please see the attached support letter for Eureka Sky, (formally Sugar). Please file.

Kind regards,

Ray Connolly

Eureka Sky

Owner

3989 17th St

San Francisco, CA 94114

ray@castroplace.com

415 706 7759

From: levy1871@aol.com <levy1871@aol.com>

Sent: Monday, May 20, 2019 11:58 AM

To: ray castroplace.com

Subject: Fwd: scan

Letter attached.

Levy & Co.

David

From: olga@zanelloproperties.com

To: levy1871@aol.com

Sent: 5/20/2019 11:56:57 AM Pacific Standard Time

Subject: scan

David,

Please see the attached file.

Best regards,

Olga Tsyvinsky

Office Manager

Zanello Properties

Silzan Development Co. & Combined Realty

1869 Market Street

San Francisco, CA 94103

Office: (415) 621-0401

Fax: (415) 626-2547

Email olga@zanelloproperties.com

From: [Ionin, Jonas \(CPC\)](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: 400 Divisadero Street: Neighborhood Association Support
Date: Tuesday, May 21, 2019 9:13:34 AM
Attachments: [image002.png](#)
[image004.png](#)
[image006.png](#)
[image008.png](#)
[2019-05 Neighborhood Association Support letters.PDF](#)

*Jonas P. Ionin,
Director of Commission Affairs*

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1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Steven Vettel <SVettel@fbm.com>
Sent: Monday, May 20, 2019 5:05 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; richhillssf@yahoo.com; 'millicentjohnson@sfgov.org' <millicentjohnson@sfgov.org>; Moore, Kathrin (CPC) <kathrin.moore@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>; Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>; Woods, Mary (CPC) <mary.woods@sfgov.org>
Cc: David Kriozere <DavidK@genesisliving.com>; Jessica Berg (jberg@bergdavis.com) <jberg@bergdavis.com>; Luis Cuadra (LCuadra@bergdavis.com) <LCuadra@bergdavis.com>; Jim Chappell <chappell_jim@att.net>
Subject: 400 Divisadero Street: Neighborhood Association Support

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Commissioners, in preparation for this Thursday's Planning Commission hearing on the 400 Divisadero Street project, I am enclosing copies of 5 letters of support from the four surrounding neighborhood associations listed below, as well as the San Francisco Housing Action Coalition. I am emailing to you separately because not all of these letters were able to be included in the Commission packet.

1. North of Panhandle Neighborhood Association
2. Alamo Square Neighborhood Association
3. Divisadero Merchants Association
4. Lower Haight Merchant and Neighbor Association

We are very proud of this widespread support and look forward to Thursday's hearing.

Steven L. Vettel

Partner

svettel@fbm.com

D 415.954.4902 C 415.850.1931



235 Montgomery Street 17th FL

San Francisco, CA 94104

www.fbm.com

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Letter re: 1025 Howard Street
Date: Monday, May 20, 2019 10:36:51 AM
Attachments: [1025 Howard opposition letter.docx](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Cynthia Gómez <cgomez@unitehere2.org>
Sent: Friday, May 17, 2019 3:29 PM
To: Samonsky, Ella (CPC) <ella.samonsky@sfgov.org>
Cc: Commission, Recpark (REC) <recpark.commission@sfgov.org>; CTYPLN - COMMISSION SECRETARY <CPC.COMMISSIONSECRETARY@sfgov.org>
Subject: Letter re: 1025 Howard Street

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Ms. Samonsky,

Attached please find a letter expressing our concerns with the proposed hotel at 1025 Howard Street. I am also forwarding a copy to the email contact for Planning and Recreation and Parks Commissioners so that they may forward copies to the commissioners for their respective departments. Could you please include a copy of this letter in the file?

Thank you,

--

Cynthia Gómez
Senior Research Analyst
UNITE/HERE, Local 2
209 Golden Gate Avenue
San Francisco, CA 94102
cgomez@unitehere2.org
[415.864.8770](tel:415.864.8770), ext. 763

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [CTYPLN - COMMISSION SECRETARY](#); [CTYPLN - SENIOR MANAGERS](#); [YANG, AUSTIN \(CAT\)](#); [JENSEN, KRISTEN \(CAT\)](#); [STACY, KATE \(CAT\)](#)
Subject: CPC Calendars for May 23, 2019
Date: Friday, May 17, 2019 1:02:04 PM
Attachments: [20190523_cal.docx](#)
[20190523_cal.pdf](#)
[Advance Calendar - 20190523.xlsx](#)
[CPC Hearing Results 2019.docx](#)

Commissioners,
Attached are your Calendars for May 23, 2019.

I wouldn't make any dinner plans.

Commissioner Fung,
Please review the previous hearing and materials for 225 Vasquez by following the links below:

<https://sfplanning.org/past-hearings-cpc?keys=&page=1>

http://sanfrancisco.granicus.com/player/clip/32604?view_id=20

Stay dry,

*Jonas P. Ionin,
Director of Commission Affairs*

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1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309 | Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: [CPC-Commissions Secretary](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: 2758 Filbert Street - project sponsor resolution 042819
Date: Friday, May 17, 2019 10:14:03 AM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Kerry Dallmar <dallmarfamily@comcast.net>
Sent: Monday, May 06, 2019 10:01 AM
To: Geoff Gibson <Gibson@archsf.com>
Cc: Winslow, David (CPC) <david.winslow@sfgov.org>; May, Christopher (CPC) <christopher.may@sfgov.org>; Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Geoff Wood <ggwood2@gmail.com>; Howard Dallmar <HDallmar@ngkf.com>; Irene Holmes <ireneholmes@yahoo.com>; Nancy Leavens <nancyp.leavens@gmail.com>; Victor Bertolozzi <victorbertolozzi@yahoo.com>; Grace Bertolozzi-Pierce <gracebertolozzipierce@gmail.com>; Stephen Williams <smw@stevewilliamsllaw.com>; Brooke Sampson <brookesampson@yahoo.com>
Subject: Re: 2758 Filbert Street - project sponsor resolution 042819

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Geoff,

Thank you for formally stating your offer.

We feel we are very close to reaching an agreement on this matter.

We agree to your proposed redesign of the 4th floor, thank you. What we disagree on are the notches in the rear of the building which don't really do anything for anyone.

Our compromise is not to ask for the full push back as stated in the Cow Hollow Association Guidelines.

Here is our request. Please push the first, second and third floors back by 3 feet. Please also push

back the fourth floor balcony by 3 feet.

This push back amounts to less than 300 square feet of give on Mr Higgins part while still allowing him to build a huge home of 5500 square feet.

This request would help to provide more light in both the Bertolozzi and Dallmar homes and also reduce the invasion of privacy now shown in your current home plans.

All of the correspondence from your attorney Mr. Patterson deals with facts, figures, charts and photos. What has been missing is the human element, the very reason that the Cow Hollow Guidelines were created.

We are all glad that Mr. Higgins is going to build a new home. This small request for compromise in the design still gives Mr Higgins the ability to build the home he wants to build while taking nothing away from the livability of the residence. Relinquishing less than 300 square feet to appease the neighbors is the right thing to do.

We are hopeful that we can come to this agreement and put the matter to rest for all parties concerned.

Thank you,
Kerry

Begin forwarded message:

From: Geoff Gibson <Gibson@archsf.com>
Subject: 2758 Filbert Street - project sponsor resolution 042819
Date: April 29, 2019 at 12:32:42 PM PDT
To: "Dallmar, Howard" <HDallmar@ngkf.com>, Grace Bertolozzi-Pierce <gracebertolozzipierce@gmail.com>, Nancy Leavens <nancyp.leavens@gmail.com>, Irene Holmes <ireneholmes@yahoo.com>, Kerry Dallmar <dallmarfamily@comcast.net>, Victor Bertolozzi <victorbertolozzi@yahoo.com>
Cc: "William W. Higgins Jr." <william.w.jr@higginsfamily.org>

DR Requestors,

We'd like to put this offer in writing to you as a public offer. Please see the attached.

Thank you,
Geoff

Geoff Gibson | **Partner**
gibson@archsf.com

t: 415-318-8634 x103
m: 415-577-5310

1898 mission street
san francisco, ca 94103

WINDERGIBSON
a r c h i t e c t s

<2758 Filbert St. project sponsor resolution 042819.pdf>

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Feliciano, Josephine \(CPC\)](#); [Butkus, Audrey \(CPC\)](#)
Subject: FW: Planning Dept meeting on 5/23
Date: Friday, May 17, 2019 9:51:48 AM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Elise Stengle <elise@grasplan.com>
Sent: Thursday, May 16, 2019 12:02 PM
To: Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>
Subject: Re: Planning Dept meeting on 5/23

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To Whom it may concern:

I am writing this letter in lieu of my being able to attend the meeting scheduled for next Thursday, May 23rd where the Planning Commission will decide on passing the introduced legislation that would allow some 200+ tenants continue to work at Activspace that are currently not PDR businesses. I operate a 1 woman hair salon at Activspace and not able to take time off to attend.

My name is Elise Stengle and I run my salon out of Activspace. It recently came to light that the building I have been working in since 2010 was never zoned for my type of work. I am a hairstylist in the service industry. I cannot comprehend why the majority of us were allowed to sign leases and rent space at ActivSpace when the owners and managers knew they were not zoned for my (and many of my neighbor's) practices. Beyond that, Activspace, from my knowledge, is not being penalized for what they have done. In fact, it seems it is going to be all of the small business owners who are going to have to fit the bill and pay fees to be able to stay - even if only temporarily.

At the time I signed my lease in June of 2010, I was not made aware that the building was zoned for only light PDR operations. I have been a hairstylist in the city for over 20 years now. I have successfully worked at various larger salons in the city over these years. I opened up my own little shop at Activspace in 2010 for many different reasons. First and foremost, I have asthma and my job became very toxic for me. I started using 'cleaner' products on my clientele years ago, however - I was still surrounded by hairstylists that were using chemicals that were affecting my health. I opened my own shop for my own well being, but also to offer a less toxic environment for my clients, as well. I have many clients that have allergic reactions to hair color and other products and they have sought me out

specifically for this reason. They, like myself, cannot tolerate getting their hair done in a 'normal' salon. ActivSpace has allowed me to have my own affordable space in an environment that I can fully control. It also allows me to support other small businesses in the ActivSpace community and now, we are all in this mess together. The thought of trying to find a comparable suite here in the city to operate my business out of is very daunting. I hope that you will be able to help all of the tenants/small business owners at ActivSpace in finding a solution to this issue. During this time of massive growth, stock gentrification and displacement in our city, I can't imagine it will look good for the city of San Francisco to be responsible for essentially shutting down 200+ small businesses run by working class people in one fell swoop. Thank you for your time and consideration and allowing me to have a voice in this matter.

~Elise
Grasplan.com
415.658.5292

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#); [Aaron Jon Hyland - HPC](#); [Andrew Wolfram \(andrew@tefarch.com\)](#); [Black, Kate \(CPC\)](#); [Diane Matsuda](#); [Ellen Johnck - HPC](#); [Jonathan Pearlman](#); [Richard S. E. Johns](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: *** PRESS RELEASE *** MAYOR LONDON BREED ANNOUNCES INCREASE OF FUNDING FOR ASSISTED LIVING PLACEMENT SUBSIDIES
Date: Friday, May 17, 2019 9:48:00 AM
Attachments: [5.15.19 Assisted Living Placements.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Press Office, Mayor (MYR)
Sent: Wednesday, May 15, 2019 12:43 PM
To: Press Office, Mayor (MYR) <mayorspressoffice@sfgov.org>
Subject: *** PRESS RELEASE *** MAYOR LONDON BREED ANNOUNCES INCREASE OF FUNDING FOR ASSISTED LIVING PLACEMENT SUBSIDIES

FOR IMMEDIATE RELEASE:

Wednesday, May 15, 2019

Contact: Mayor's Office of Communications, 415-554-6131

***** PRESS RELEASE *****

**MAYOR LONDON BREED ANNOUNCES INCREASE OF
FUNDING FOR ASSISTED LIVING PLACEMENT SUBSIDIES**

Funding would help address the backlog of older adults and people living with disabilities waiting for subsidized assisted living placements due to the high cost of care

San Francisco, CA — Mayor London N. Breed today announced that \$1.1 million in one-time funding that is carried forward from a prior budget will go to subsidize 20 to 25 assisted living placements. This will help prevent homelessness for extremely vulnerable individuals, including older people and adults with disabilities who are unable to live independently and safely. These facilities are a vital housing resource, supporting individuals who are unable to remain safely in their own homes while providing residential, community-living settings.

In recent years, small residential care facilities, which are generally more affordable and accessible to low-income residents, have been closing due to high operating costs, and this has resulted in a nine percent loss of total available beds since 2012. Assisted living placements support safe housing and treatment for residents engaged in the City's medical and mental health systems, ensuring that the right level of care is available and accessible when it is

needed. This one-time funding would enhance the City's existing support for this sector. The City currently invests approximately \$11.2 million per year to support assisted living placements; 15 percent of San Francisco's total assisted living beds are supported with a City-funded subsidy.

"This is about making sure that our seniors and people with disabilities can age with dignity and that we have the resources to provide the care they need," said Mayor Breed. "This investment will provide more assisted living placements with supportive services for people in need to ensure that they remain housed and cared for."

The cost of assisted living is often prohibitively expensive for low-income individuals, with the average monthly rate for the least expensive assisted living facilities in San Francisco costing approximately \$4,300 per month. This funding would help address the gap that exists between that cost and the monthly state Supplemental Security Income that residents in assisted living receive.

"The decreasing availability and increasing cost of assisted living presents real and significant challenges for our residents and families supporting their loved ones," said Shireen McSpadden, executive director of the Department of Aging and Adult Services and Co-Chair of the San Francisco Long Term Care Coordinating Council (LTCCC). "The Mayor's leadership and action to secure additional placements enables people who need a higher level of care to live safely in our communities."

The use of these funds would complement a recent State grant received by the Department of Aging and Adult Services to provide intensive case management and short-term assistance to extremely vulnerable adults living in San Francisco and in Permanent Supportive Housing who are at substantial risk of becoming homeless.

###

From: [Ionin, Jonas \(CPC\)](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: Joint Hearing with BIC and Planning Commission
Date: Friday, May 17, 2019 9:47:51 AM
Attachments: [Demo Memo.pdf](#)

Jonas P. Ionin,
Director of Commission Affairs

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

-----Original Message-----

From: Thomas Schuttish <schuttishtr@sbcglobal.net>
Sent: Wednesday, May 15, 2019 12:48 PM
To: melgar.myrna@gmail.com; Koppel, Joel (CPC) <joel.koppel@sfgov.org>; Kathrin Moore <mooreurban@aol.com>; Fung, Frank (CPC) <frank.fung@sfgov.org>; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; drihards20@outlook.com; rich@fortmason.org
Cc: CPC-Commissions Secretary <commissions.secretary@sfgov.org>; Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>; Teague, Corey (CPC) <corey.teague@sfgov.org>; Rahaim, John (CPC) <john.rahaim@sfgov.org>; Rodgers, AnMarie (CPC) <anmarie.rodgers@sfgov.org>; Starr, Aaron (CPC) <aaron.starr@sfgov.org>; Sanchez, Scott (CPC) <scott.sanchez@sfgov.org>
Subject: Joint Hearing with BIC and Planning Commission

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Planning Commissioners,
Good afternoon to you all.
Attached is a pdf copy of the two page sheet which is a summary and list that I submitted this morning to the BIC at their regular meeting.
The third page concerns the Demo Calcs and adjustments to those values which I am only sending to the addressees on this email.
Thank you and have a good day.
Sincerely,
Georgia Schuttish

From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#); [Aaron Jon Hyland - HPC](#); [Andrew Wolfram \(andrew@tefarch.com\)](#); [Black, Kate \(CPC\)](#); [Diane Matsuda](#); [Ellen Johnck - HPC](#); [Jonathan Pearlman](#); [Richard S. E. Johns](#)
Cc: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: *** PRESS RELEASE *** MAYOR BREED ANNOUNCES NEW HOMELESSNESS PREVENTION FUNDING AS CITY RELEASES INITIAL HOMELESSNESS COUNT NUMBERS
Date: Friday, May 17, 2019 9:37:41 AM
Attachments: [5.16.19 Homelessness Prevention PIT Count.pdf](#)

*Jonas P. Ionin,
Director of Commission Affairs*

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1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Press Office, Mayor (MYR)
Sent: Thursday, May 16, 2019 3:10 PM
To: Press Office, Mayor (MYR) <mayorspressooffice@sfgov.org>
Subject: *** PRESS RELEASE *** MAYOR BREED ANNOUNCES NEW HOMELESSNESS PREVENTION FUNDING AS CITY RELEASES INITIAL HOMELESSNESS COUNT NUMBERS

FOR IMMEDIATE RELEASE:

Thursday, May 16, 2019

Contact: Mayor's Office of Communications, 415-554-6131

***** PRESS RELEASE *****

**MAYOR BREED ANNOUNCES NEW HOMELESSNESS
PREVENTION FUNDING AS CITY RELEASES INITIAL
HOMELESSNESS COUNT NUMBERS**

Initial results of biannual count show 17% increase in homelessness over last two years, though both youth homelessness and veteran homelessness are down; Mayor Breed announces \$5 million investment in prevention to prevent people from becoming homeless

San Francisco, CA — Mayor London N. Breed today announced a new \$5 million investment in homelessness prevention to address the rise of people experiencing homelessness in San Francisco. This comes as the initial results of the two-year Homelessness Point-in-Time (PIT) Count show a 17% increase in homeless individuals since 2017. The count also shows a reduction in veteran homelessness of 14% and youth homelessness of 10%.

The \$5 million homelessness prevention investment will be included in this year's upcoming budget. It will fund a series of targeted investments to help keep people from becoming homeless and help newly homeless individuals quickly exit homelessness. These interventions

include relocation programs like Homeward Bound, family reunification, mediation, move-in assistance, and flexible grants to address issues related to housing and employment.

Every two years, San Francisco is required to conduct a homelessness Point-in-Time Count by the United States Department of Housing and Urban Development (HUD). The HUD count, which was conducted on January 24, 2019, counted 8,011 homeless people, both sheltered and unsheltered, in San Francisco. The 2017 HUD count recorded 6,858 people. The increase in unsheltered people was driven largely by people living in vehicles, accounting for 68% of the increase in unsheltered people. There was also an increase in sheltered residents, resulting from the investments the City has made to add shelter beds.

“The initial results of this count show we have more to do to provide more shelter, more exits from homelessness, and to prevent people from becoming homeless in the first place. The results around our work focusing on youth and veteran homelessness are evidence that when we target our investments, we can make a difference for those living on our streets. As I have been saying for years, we desperately need to build more housing, especially badly needed affordable housing and supportive housing, because we know that high housing costs contribute to an increase in homelessness,” said Mayor Breed. “We know that homelessness is not just an issue in San Francisco, as other counties in the Bay Area and across the state are experiencing similar circumstances, and we all need to work together on regional and statewide solutions to address this crisis. As we continue to look at the data, we will focus more investments, but right now the data shows we need to prioritize investments to keep people stable and prevent them becoming homeless in the first place.”

“While I am pleased that we saw reductions in Veteran and youth homelessness, we are saddened that there are more people living without housing in San Francisco,” said Jeff Kositsky, Director of the Department of Homelessness and Supportive Housing. “We are proud to have helped over 4,000 people exit homelessness since the last PIT count but clearly have much more work to do, especially around preventing homelessness and assisting people living in their vehicles.”

In addition to the \$5 million investment in prevention funding, Mayor Breed will continue the progress being made to open over 300 new shelter beds this year, and an additional 500 beds in 2020. To address the growing population of people living in vehicles, San Francisco will expand its Vehicle Encampment Resolution Team, which works with individuals to help them into services and housing, and open a Vehicle Triage Center where people living in their vehicles can stay as they work to exit homelessness. San Francisco will also open 300 new units of supportive housing in 2019, which have already been funded, and there are over 1,000 more units in the pipeline.

The full report, including a survey of more than 1,000 sheltered and unsheltered homeless individuals, and a report on homeless youth, conducted during the 2019 PIT Count, will be fully compiled and released on July 1, 2019. San Francisco also conducts its own more expansive version of the count, but the HUD count is consistent with what other counties conduct, which makes for a more standard comparison across the state.

####

From: [Ionin, Jonas \(CPC\)](#)
To: [Feliciano, Josephine \(CPC\)](#)
Subject: FW: 3700 California - Informational Presentation Slides
Date: Friday, May 17, 2019 9:36:21 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department | City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309 | Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Tuija Catalano <tcatalano@reubenlaw.com>
Sent: Thursday, May 16, 2019 4:16 PM
To: Melgar, Myrna (CPC) <myrna.melgar@sfgov.org>; richhillissf@gmail.com; Johnson, Milicent (CPC) <milicent.johnson@sfgov.org>; Fung, Frank (CPC) <frank.fung@sfgov.org>; jkoppel@ibew6.org; Richards, Dennis (CPC) <dennis.richards@sfgov.org>; mooreurban@aol.com
Cc: Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>; May, Christopher (CPC) <christopher.may@sfgov.org>; Matt Field <Mfield@tmgpartners.com>; Denise Pinkston <DPinkston@tmgpartners.com>
Subject: 3700 California - Informational Presentation Slides

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

President Melgar and Commissioners,

Thank you again for giving us an opportunity to provide an informational presentation on the 3700 California Street project today. Per Commissioner Richards' request, attached please find a link to a .pdf copy of the slides we showed at the hearing today.

https://www.dropbox.com/s/iqbr7is15xwqbt2/2019-05-15%20Draft%20PC%20Presentation_FINAL.pdf?dl=0

If there are any questions for the project team, please do not hesitate to contact us. As Chris mentioned today, the draft EIR is scheduled for publication in early June, and we are scheduled for the DEIR comment hearing at the PC for July 11th.

Thank you!

REUBEN, JUNIUS & ROSE, LLP

Tuija Catalano, Partner

Tel. (415) 567-9000

Cell (925) 404-4255

tcatalano@reubenlaw.com

www.reubenlaw.com

SF Office:

One Bush Street, Suite 600
San Francisco, CA 94104

Oakland Office:

827 Broadway, Suite 205
Oakland, CA 94607



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From: [Ionin, Jonas \(CPC\)](#)
To: [Richards, Dennis \(CPC\)](#); [Fung, Frank \(CPC\)](#); [Johnson, Milicent \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Moore, Kathrin \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Rich Hillis](#)
Cc: [Butkus, Audrey \(CPC\)](#); [Feliciano, Josephine \(CPC\)](#)
Subject: FW: ActivSpace legislation
Date: Friday, May 17, 2019 9:35:12 AM

*Jonas P. Ionin,
Director of Commission Affairs*

Planning Department|City & County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103
Direct: 415-558-6309|Fax: 415-558-6409

jonas.ionin@sfgov.org
www.sfplanning.org

From: Sarah Nelson <sarah@18reasons.org>
Sent: Friday, May 17, 2019 8:59 AM
To: Ionin, Jonas (CPC) <jonas.ionin@sfgov.org>
Subject: ActivSpace legislation

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Jonas,

I have run my small nonprofit out of the ActivSpace building since 2011. I have created 10 jobs and operate with a budget of over \$1 million annually. The current situation with the planning department is a tragedy for the 300 small businesses in the building. Already, many of them have moved out or shut down as a result of the confusing messages we have all received from the city. San Francisco is a tough city to run a small business in, and it is disheartening to see the city throw up even more obstacles. I encourage the planning and health departments to work with ActivSpace management to alter the zoning for the building and protect all the small businesses that are housed there - not just temporarily or with a confusing sunset period, but permanently.

Best wishes,
Sarah

--

Sarah Nelson
Executive Director, 18 Reasons
(415) 994 2164

From: [Starr, Aaron \(CPC\)](#)
To: [richhillissf@gmail.com](#); [mooreurban@aol.com](#); [Richards, Dennis \(CPC\)](#); [Koppel, Joel \(CPC\)](#); [Melgar, Myrna \(CPC\)](#); [Johnson, Millicent \(CPC\)](#); [Fung, Frank \(CPC\)](#)
Cc: [CTYPLN - COMMISSION SECRETARY](#)
Subject: Weekly Board Report
Date: Thursday, May 16, 2019 11:44:10 AM
Attachments: [2019_05_16.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

Please see attached.

Aaron Starr, MA
Manager of Legislative Affairs

Planning Department, City and County of San Francisco
1650 Mission Street, Suite 400, San Francisco, CA 94103

Direct: 415-558-6362 **Fax:** 415-558-6409

Email: aaron.starr@sfgov.org

Web: www.sfplanning.org



TENDERLOIN HOUSING CLINIC

RANDALL M. SHAW
STEPHEN L. COLLIER
RAQUEL FOX
STEPHEN P. BOOTH
MARGARET DEMATTEO
TYLER ROUGEAU
MICHAEL ZITANI

126 Hyde Street
San Francisco, CA 94102
Tel. (415) 771-9850
Fax. (415) 771-1287

Contact:
(415) 771-9850, ext.
@thclinic.org

May 14, 2019

Via Email to:

Commission Secretary Jonas P. Ionin: Commissions.Secretary@sfgov.org
Senior CCSF Planner Christopher May: Christopher.May@sfgov.org

Via Mail to:

Planning Commission
City & County of San Francisco
1650 Mission Street, Suite 400
San Francisco, CA 94103

Re: 400 Divisadero / 1048-152 Oak Street Development Project

Dear Commissioners:

I am a lawyer at the Tenderloin Housing Clinic (THC). I represent the long-term residents at the 400 Divisadero Project site. My clients comprise five households, which have enjoyed rent-controlled tenancies for many years, and are part of the unique fabric of the community. The current site has small buildings that provide four apartment units. Under the proposed plans one building (1048-1050-1052 Oak Street) will be demolished, and the other building (1060 Oak) will be relocated on the site and renovated.

The residents of these units are being asked to temporarily re-locate in order for the 400 Divisadero Project to move forward. We intend to ensure that these long-term households receive all of the benefits they are entitled to under the applicable laws, including the San Francisco Rent Ordinance and that their temporary relocation and return occurs in the least disruptive and equitable manner.

I understand that the 400 Divisadero Project will benefit from the city's option to rezone this parcel to ultimately provide 186 units of housing. It is also my understanding that the 400 Divisadero Project is planned to satisfy the City's 20% requirement for below market rate units.

RECEIVED

MAY 16 2019

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
CPC/HPC

May 14, 2019

Page 2

Supervisor Vallie Brown requested that THC work with the residents who live at the 400 Divisadero Project site to negotiate and ensure fair replacement housing agreements for them. David Kriozere at Genesis Development and his team are offering the tenants newly built, rent-controlled units to replace the units that are being demolished and rent-controlled renovated units in the building that is being renovated.

I understand that Genesis intends to place the residents into their new or renovated units on the project site as soon as possible. I know that David Kriozere has personally met with my clients in an effort to prepare offers that meet the residents' needs for stable, affordable, and permanent housing. We do appreciate that, at the threshold, Genesis is actively seeking to meet the needs of the long-term tenants in moving this proposed development forward.

I am reviewing proposed offers, and my clients and I are working with the Genesis team to reach agreements that are in the best interests of these long-term residents.

We will continue to keep in close contact with Supervisor Brown's office in order to bring this Project to a good outcome for the community.

Very truly yours,



Stephen Booth

Tenderloin Housing Clinic

cc: Supervisor Vallie Brown
Paul F. Utrecht, Esq.

LAW OFFICES OF
KEVIN D. FREDERICK
605 MIDDLEFIELD ROAD
REDWOOD CITY, CALIFORNIA 94063-1890

KEVIN D. FREDERICK
PAUL K. LEE

(650) 365-9800
(650) 365-4206 (fax)
kevinlaw@sbcglobal.net

May 13, 2019

SENT VIA U.S. MAIL & EMAIL

San Francisco Planning Commission
1660 Mission Street, Ground Floor
San Francisco, CA 94103

RECEIVED

MAY 20 2019

CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
CPC/HPC

Record No.:	2019-000186CU A
Project Address:	828 Innes Avenue
Zoning:	Neighborhood Commercial, Small Scale (NC-2) Zoning District 40-X Height and Bulk District
Block/Lot:	4645/019
Project Sponsor:	Chereese Benton Posh Green Collective 828 Innes Avenue Suite 110 San Francisco, CA 94124
Property Owner:	Frances and Patrick Doherty PO Box 885473 San Francisco, CA 94118
Staff Contact:	Michael Christensen - (415) 575-8742 michael.christensen@sfgov.org

Dear Commissioners,

I am the attorney for the 828 Innes Avenue Owners Association (the "Association"). This letter is sent to voice the opposition of the Association and it's residential Members opposition to the above request for a conditional use authorization.

The Association is a twelve (12) Unit mixed use condominium development. Nine (9) of the Units are residential and three (3) are commercial. Of the nine (9) residential Units, two (2) are occupied by families with children ages three (3) to five (5) .

It is simply not acceptable to allow a cannabis retail use in a small condominium where residential Units are occupied by families with children.

The property that is the subject of this application, 828 Innes Avenue #110 (the "Property") is a condominium within the Association and is therefore subject to its Declaration of Covenants, Conditions and Restrictions (the "Declaration") recorded on August 2, 2001 as

May 13, 2019

Page 2

document No. G991120 in the City and County of San Francisco, California. A copy of the Declaration is attached hereto as Exhibit "A."

The Declaration is binding upon the Property as a matter of law. Civil Code Section 5975(a) states "The covenants and restrictions in the declaration shall be enforceable equitable servitudes, unless unreasonable, and shall inure to the benefit of and bind all owners of separate interests in the development."

Cannabis retail use violates the Declaration.

Section 8.4 of the Declaration states:

"No person may interfere with the quiet enjoyment of any other Owner or lessee of the Project, or carry on any activity in any part of the Property which is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility. No activity may be carried on which causes any insurance policy to be canceled or not renewed, or which will impair the structural integrity of any Unit. No person may sell or distribute tobacco, alcohol, marijuana in any form or any controlled substance from any Unit or any part of the Property."

First, cannabis retail use is offensive to a person of reasonable sensibility. Every reasonable parent will be offended by cannabis retail use and the impact it will have on the home environment for their children. The commercial units and the residential Units all share the same building, with common walls and the same roof.

Second, cannabis retail use is illegal under Federal Law. Under The Controlled Substance Act of 1970 (21 USC §801 et seq.), cannabis is a Schedule 1 controlled substance. 21 USC §812.

21 USC 841(a) states:

"Except as authorized by this subchapter, it shall be unlawful for any person knowingly or intentionally—

(1) to manufacture, distribute, or dispense, or possess with intent to manufacture, distribute, or dispense, a controlled substance; or

(2) to create, distribute, or dispense, or possess with intent to distribute or dispense, a counterfeit substance."

Third, cannabis retail use will cause the Association's insurance policy to be canceled. Attached hereto as Exhibit "B" is an email and accompanying documentation from the Association's insurance broker which states that cannabis retail use "would make the current carrier get off the risk."

Fourth, cannabis retail use is specifically prohibited by the last sentence of section 8.4 of the Declaration: “No person may sell or distribute tobacco, alcohol, marijuana in any form or any controlled substance from any Unit or any part of the Property.”

In addition, the Project sponsor will not be able to get a business permit to operate a cannabis retail use on the Property. Section 1609(b)(8) of the San Francisco Police Code requires applicants to provide “Written verification that the owner of the real property where the Cannabis Business will be located has the authority to consent, and consents, to its use as a Cannabis Business. Such written verification must be signed by the property owner or the owner's agent, and must include the owner and agent's contact information.”

The Project sponsor is a tenant. The Property and the Property Owner are bound by the Association’s Declaration. Use of the Property for retail cannabis violates Section 8.4 of the Declaration. Therefore, the Owner of the Property does not have the authority to consent to a retail cannabis use.

For these reasons and others, the conditional use does not comply with the criteria established by Planning Code Section 303, in that:

A. The proposed new use is incompatible with the residential use of the other condominiums in the same building.

B. The proposed project will be detrimental to the health, safety, convenience and welfare of the residents of the other condominiums and their children. Cannabis sales at the front entrance of a residential building is detrimental to the residents and their children. The Project has no parking. Customers will park and loiter at the front entrance of a residential condominium building.

C. The Project does not comply with the requirements and standard of the Planning Code and general plan.

Planning Code Section 101.1(b) establishes priority planning policies. The Project does not comply with those policies in that:

(i) The existing housing and neighborhood character are not being conserved or protected. The Project shares the same building with nine (9) residential Units. The existing residential units and the families that reside in them will be directly and adversely affected by this project. Families will move out. The diversity in the community will be diminished. Property values will go down.

(ii) The City’s supply of affordable housing will be degraded. Families with children will not want to live in a condominium building with a cannabis retail use at the front door.

May 13, 2019
Page 4

Therefore, the Association and its residents respectfully request that the commissioners vote against this request for a conditional use permit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin D. Frederick", with a long horizontal flourish extending to the right.

KEVIN D. FREDERICK

KDF/bcw
Daily/828Innes.PlanningCommissionLTR.doc

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

KEVIN D. FRÉDERICK, ESQ.
605 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94063
(650) 365-9800

CONFIRMED COPY of document recorded
04/24/2019, 2019K759783
The document has not been compared with the original
SAN FRANCISCO ASSOCIATION RECORDED

FIRST AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
828 INNES AVENUE OWNERS' ASSOCIATION

828 Innes Avenue # 101, San Francisco, CA	APN: 4645-022
828 Innes Avenue # 102, San Francisco, CA	APN: 4645-023
828 Innes Avenue # 103, San Francisco, CA	APN: 4645-024
828 Innes Avenue # 104, San Francisco, CA	APN: 4645-025
828 Innes Avenue # 105, San Francisco, CA	APN: 4645-026
828 Innes Avenue # 106, San Francisco, CA	APN: 4645-027
828 Innes Avenue # 107, San Francisco, CA	APN: 4645-028
828 Innes Avenue # 108, San Francisco, CA	APN: 4645-029
828 Innes Avenue # 109, San Francisco, CA	APN: 4645-030
828 Innes Avenue # 110, San Francisco, CA	APN: 4645-019
828 Innes Avenue # 111, San Francisco, CA	APN: 4645-020
828 Innes Avenue # 112, San Francisco, CA	APN: 4645-021

EXHIBIT A

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

KEVIN D. FREDERICK, ESQ.
605 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94063
(650) 365-9800

FIRST AMENDMENT TO THE
DECLARATION OF RESTRICTIONS FOR
828 INNES AVENUE OWNERS' ASSOCIATION

THIS FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS is
made this 1st day of April, 2019, by the 828 INNES AVENUE OWNERS'
ASSOCIATION, a California nonprofit corporation (hereinafter "Association").

RECITALS

1. On August 2, 2011, a DECLARATION OF RESTRICTIONS (hereinafter
"Declaration") was recorded in the Office of the Recorder of San Francisco County, as Document
No. G991120 for the Association and its Members, applicable to the real property located in the
City and County of San Francisco, State of California, more particularly described in that certain
Map entitled "Map of 828 Innes Avenue, a Mixed-Use Condominium Project, Being a
Subdivision of Lot 5, Assessor's Block No. 4645, San Francisco, California," filed for record in
the Office of the Recorder of the County of San Francisco, State of California, on July 31, 2001
in Condominium Map Book 69, at pages 21 through 25, inclusive.

2. Association now desires to make a First Amendment to the Declaration,
pursuant to Article 11.3 of the Declaration as hereinafter provided.

///

//

/

NOW, THEREFORE, Association hereby amends and modifies said Declaration of Restrictions as follows:

1. Article 7.4 is amended as follows:

7.4 NUISANCE. No person may interfere with the quiet enjoyment of any other Owner or lessee of the Project, or carry on any activity in any part of the Property which is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility. No activity may be carried on which causes any insurance policy to be canceled or not renewed, or which will impair the structural integrity of any Unit. No person may sell or distribute tobacco, alcohol, marijuana in any form or any controlled substance from any Unit or any part of the Property.

2. Article 8.4 is amended to read as follows:

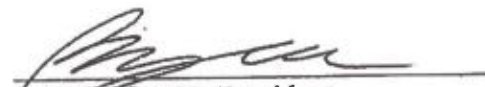
8.4 NUISANCE. No person may interfere with the quiet enjoyment of any other Owner or lessee of the Project, or carry on any activity in any part of the Property which is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility. No activity may be carried on which causes any insurance policy to be canceled or not renewed, or which will impair the structural integrity of any Unit. No person may sell or distribute tobacco, alcohol, marijuana in any form or any controlled substance from any Unit or any part of the Property.

I hereby certify and declare that this First Amendment was approved by the affirmative vote or written consent of a majority of the voting power of the Association.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Restrictions is executed by the President of the Association.

828 INNES AVENUE OWNERS' ASSOCIATION

BY:


SANGIK LEE, President

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 APRIL 01, 2019 before me, ANTONIO LOCATELLI,
Notary Public, personally appeared SANG IK LEE,
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.

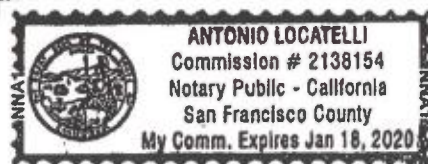
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Antonio Locatelli

Signature of Notary Public

(Notary Seal)



When Recorded Return To:

This is to certify that this is a
true and correct copy of the
original document recorded
on AUG 02 2001 at 12:35 P.M.

as No. G991120 In the

City & County of San Francisco

OLD REPUBLIC TITLE COMPANY

By RSN

DECLARATION OF RESTRICTIONS

FOR

828 INNES AVENUE

a Mixed-Use Condominium Project

EXHIBIT A

India Cove LLC, a California limited liability company

Declarant

"Covenants and restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons"

DECLARATION OF RESTRICTIONS

FOR 828 INNES AVENUE

a Mixed-Use Condominium Project

Recitals

THIS DECLARATION is made by India Cove, LLC, a California limited liability company, "Declarant", with reference to the following:

A. Declarant is the Owner of a tract of land located in the City and County of San Francisco, California, more particularly described in Exhibit A attached to this Declaration and incorporated into it by reference.

B. There exists on the land a building which is four stories with mezzanines and which contains nine Residential Units and three Commercial Units.

C. Declarant intends by this Declaration to create a Condominium Project and to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all the Condominiums and Owners of Condominiums. Declarant intends by this Declaration to establish a Condominium Project under the provisions of California Civil Code Sections 1350 et seq., the Davis-Stirling Common Interest Development Act.

D. Declarant establishes by this Declaration a plan for the individual ownership of real property estates consisting of an undivided interest in common in a portion of real property, referred to as Common Area, coupled with a separate interest in space, referred to as a Unit, the boundaries of which are described on the Condominium Plan.

Declarant declares that the Property shall be held, conveyed, encumbered, leased, occupied and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, in accordance with the plan for the improvement of the Property and the division of it into Condominiums. All of the limitations, covenants, conditions, restrictions and easements constitute equitable servitudes and covenants which shall run with the land and be binding upon Declarant and Declarant's successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

ARTICLE 1 Definitions

1.1 "Articles" means the Articles of Incorporation of the Association as amended from time to time.

1.2 "Assessment" means that portion of the cost of maintaining, improving, repairing, rebuilding, operating and managing the Property which is to be paid by each Owner.

1.3 "Association" means the 828 Innes Avenue Owners' Association, a California Non-Profit Mutual Benefit Corporation.

1.4 "Board" or "Board of Directors" means the governing body of the Association.

1.5 "Bylaws" means the Bylaws of the Association as amended from time to time.

1.6 "Commercial Unit" means the Units designated for commercial use as described in Article 8. The Commercial Units are labeled 110, 111 and 112 on the Condominium Plan.

1.7 "Common Area" means the entire Project except for the Units as defined in this Declaration and as shown on the Condominium Plan. Common Area includes, but is not limited to, the elevator and elevator equipment, bearing walls, columns, fire escapes, foundations, girders, garage or parking area, land, stairs (except staircases connecting levels within one Unit), sub-floors, unfinished floors, pipes, ducts, flues, chutes, conduits, wires, and other utility installations, wherever located, excepting the outlets when located within the Units.

1.8 "Common Expenses" means the actual and estimated expenses of operating the Property, any reasonable reserves for such purposes as determined by the Board, and all sums designated Common Expenses by the Governing Documents.

1.9 "Condominium" means an estate in real property consisting of an undivided interest in common in a portion of real property coupled with a separate interest in space called a Unit, the boundaries of which are described on the Condominium Plan.

1.10 "Condominium Plan" means the three dimensional description of the Project in sufficient detail to identify the Common Area and the Units pursuant to California Civil Code Section 1351(e) and which was recorded on July 31, 2001, in Condominium Map Book 69, pages 21 to 25, inclusive, in the Official Records of the County of San Francisco and any amendments and corrections to it. A copy of the Condominium Plan is incorporated into this Declaration by this reference.

1.11 **"Declarant"** means India Cove, LLC, a California limited liability company, and any successors and assigns, including the Association, who acquire Declarant's interest in the Property.

1.12 **"Declaration"** means this Declaration of Restrictions.

1.13 **"Exclusive Use Common Areas"** mean those portions of the Common Area designated for the exclusive use of the Owners and which are appurtenant to the Units.

1.14 **"Expenditure"** means a fine or penalty levied to bring a Member and his Condominium into compliance with the Governing Documents, or a charge levied to reimburse the Association for costs incurred by it in the repair of damage to the Common Area and facilities caused by the Member.

1.15 **"Governing Documents"** means this Declaration, any Exhibits attached to it, the Articles and the Bylaws of the Association, and the rules and regulations for the Members, all as amended from time to time.

1.16 **"Map"** means the subdivision map entitled "Map of 828 Innes Avenue, a Mixed-Use Condominium Project, Being a Subdivision of Lot 5, Assessor's Block No. 4645, San Francisco, California", recorded on July 31, 2001, in Condominium Map Book 69, pages 21 through 25, inclusive, in the Official Records of the County of San Francisco, and any amendments and corrections to it.

1.17 **"Member"** means a person who is a member of the Association.

1.18 **"Mortgage, Mortgagee, Mortgagor"**. "Mortgage" includes a deed of trust as well as a mortgage, and means a conveyance of a security interest in real property made in good faith and for value. "Mortgagee" includes a beneficiary or a holder of a deed of trust as well as a mortgage. "Mortgagor" includes the trustor of a deed of trust as well as a mortgagor.

1.19 **"Owner"** means the record holder of title to a Condominium in the Project. If a Condominium is sold under a recorded contract of sale to a purchaser, the purchaser rather than the seller shall be considered the Owner. "Owner" shall not include those persons having any interest merely as security for the performance of an obligation.

1.20 **"Person"** means a natural person, a corporation, a partnership, a trustee, or other legal entity.

1.21 **"Project"** means the real property described in Exhibit A, all structures and improvements erected or to be erected on it, and all easements and rights appurtenant to it.

1.22 "Property" means the Project, and all real and personal property intended for or used in connection with the Project.

1.23 "Residential Unit" means each of the Units designated for residential use as described in Article 7. The Residential Units are labeled Units 101 through 109 on the Condominium Plan.

1.24 "Unit" means the elements of a Condominium which are not owned in common with other Owners or by the Association. The boundaries of each Unit are as shown and described on the Condominium Plan.

ARTICLE 2

Description of Project, Division of Property, and Creation of Property Rights

2.1 DESCRIPTION OF PROJECT. The Project consists of the underlying real property, a four story building with mezzanines, and all other improvements located on the real property. The building is divided into nine Residential Units and three Commercial Units plus Common Area.

2.2 DIVISION OF PROPERTY. The Property is divided into the following:

A. Units. Each of the Units as separately shown, numbered and designated on the Condominium Plan consists of the space bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors of the Unit. Each Unit also includes all fixtures, appliances, air heating, air conditioning, water heating equipment, alarm systems and ventilation fans, and the outlets thereof, wherever located, which are part of a discrete and complete system intended to serve only the Unit. The Unit does not include those areas and things defined as Common Area in Section 1.6. Each Unit is subject to any encroachments as may now exist or may be later caused or created in any manner referred to in Section 2.3D. In interpreting deeds and plans, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or Condominium Plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the Plan or deed and those of the building.

B. Common Area. The remaining portion of the Property, referred to as Common Area, shall include, without limitation, all of the elements set forth in Section 1.6. Each Owner shall own, as appurtenant to his Unit, an undivided interest in the Common Area as shown on the Condominium Plan. Each Owner may use the Common Area in accordance with the purposes for which it is intended without hindering the exercise of, or encroaching upon the rights of any other Owners.

C. Exclusive Use Common Area. Portions of the Common Area, referred to as Exclusive Use Common Areas, are set aside and allocated for the exclusive use of the Owners. The Exclusive Use Common Areas consist of the parking spaces (P-1 through P-9), yard areas (Y-101 through Y-103) and decks (D-112A, D-112B, D-104, D-106A and D-106B, D-107 and D-109) as designated on the Condominium Plan. An easement for each of the above Exclusive Use Common Areas shall be granted in the deed to the Unit to which it is appurtenant. The Exclusive Use Common Areas also consist of internal and external wiring designed to serve a single Unit, fireplaces, windows, window frames, window boxes, screens, shutters, awnings, doorsteps, stoops, exterior doors, doorframes and hardware.

One parking space shall be appurtenant to each Residential Unit and shall not be transferred by the Owner separately from the Unit. No Owner may lease a parking space to any person who is not an Owner or a resident at the Project.

D. No Separate Conveyance of Common Area. The undivided interest in Common Area appurtenant to each Unit is permanent in character and cannot be altered without the consent of all the Owners affected, and their first Mortgagees, as expressed in an amended Declaration. The undivided interest in Common Area cannot be separated from the Unit to which it is appurtenant, and shall be deemed to be conveyed or encumbered with its respective Unit, even though the instrument of conveyance or encumbrance may refer only to the Unit.

2.3 EASEMENTS AND USE RIGHTS. The following easements, reservations and use rights shall affect the Property.

A. Owners' Nonexclusive Easements; Association Rights. Every Owner has a nonexclusive easement of use, enjoyment, ingress, egress, and support in, to, and throughout the Common Area and any improvements or facilities on the Common Area. However, such nonexclusive easements shall be subordinate to, and shall not interfere with the right to use Exclusive Use Common Areas. Each such nonexclusive easement shall be appurtenant to the respective Condominium and shall pass with the title to the Condominium. Nonexclusive easements shall be subject to all of the rights and powers of the Association as described in Article 5, including, without limitation, the right to assign, rent, license or otherwise designate and control use of any parking spaces other than those which are Exclusive Use Common Areas appurtenant to a Unit.

B. Entry or Use Rights. Each Condominium shall be subject to the following rights of entry and use:

- i. The right of Declarant, or its agents, to enter upon any portion of the Project to construct the improvements Declarant intends to construct on the Property, to make repairs and to remedy construction defects, provided that such entry shall not

interfere with the use or occupancy of any occupied Unit unless authorized by its Owner, which authorization shall not be unreasonably withheld. The above right of Declarant shall terminate three years after the conveyance of the first Condominium covered by the final subdivision public report for the Project.

ii. The right of the Association, or its agents, to enter any Unit to cure any violation or breach of this Declaration, the Bylaws or the Rules and Regulations, provided that at least thirty days prior written notice of such violation or breach (except in case of emergency) has been given to the Owner, and provided that, within the thirty day period, such Owner has not acted to cure substantially such violation or breach. The Association shall be entitled to levy an Expenditure for its costs of effecting such cure against the Owner in accordance with the procedures set forth in Section 5.1E. The rights of entry and cure shall be immediate in case of an emergency originating upon or threatening any Unit, whether or not its Owner is present.

iii. The right of the Association, or its agents, to enter any of the Units to perform its obligations and duties under this Declaration, including obligations or duties with respect to construction, maintenance, or repair of the Common Area, or for the benefit of the Owners in common. The rights shall be immediate in case of an emergency originating upon or threatening any Unit, whether or not its Owner is present.

iv. The right of any Owner, or Owner's agents, to enter the Unit of any other Owner for purposes of performing installations, alterations or repairs to mechanical or electrical services, including installation of television antennae and related cables, which are reasonably necessary for the use and enjoyment of his Unit, provided requests for entry are made in advance and that entry is at a time convenient to the Owner whose Unit is being entered. In case of emergency, the right of entry shall be immediate.

C. Power to Grant Easements. Declarant or the Association shall have the power to grant and convey in the name of all the Owners as their attorney-in-fact (or in the name of the Association as to any property to which the Association holds title) to any Owner or other party easements and rights-of-way in, on, over, or under the Common Area for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities. Each Owner, in accepting a deed to a Condominium, expressly consents to such easements and rights of way and authorizes and appoints the Association and Declarant (as long as Declarant owns one or more Condominiums) as attorney-in-fact of such Owner to execute any and all instruments conveying or creating such easements or

rights or way. However, no such easement can be granted if it would substantially interfere with the use, occupancy, or enjoyment by any Owner of his Unit or the Common Area of the Project unless approved by the vote or written consent of the holders of not less than sixty-seven percent (67%) of the voting rights of each class of Members and their first mortgagees. The above right of Declarant shall terminate three years after the conveyance of the first Condominium covered by the final subdivision public report for the Project.

D. Encroachment Easements. Each Condominium has an easement over all adjoining Units and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause as long as the encroachment exists. In no event shall a valid encroachment be created in favor of an Owner if it occurred due to his willful misconduct. In the event a structure is repaired or rebuilt, minor encroachments over adjoining Units and the Common Area shall be permitted and there shall be valid easements for the maintenance of these encroachments as long as they exist. These encroachments shall not alter the rights and obligations of Owners.

2.4 PARTITION; POWER OF ATTORNEY. Except as provided by California Civil Code Section 1359 and Sections 10.2 and 10.3 of this Declaration regarding damage and destruction and condemnation, there shall be no judicial partition of the Project or any part of it. Judicial partition by sale of a single Condominium owned by two or more persons and division of the sale proceeds is not prohibited, but partition of title to a single Condominium is prohibited. Whenever partition may be had pursuant to Civil Code Section 1359 or this Declaration, each of the Owners irrevocably appoints the Association as attorney-in-fact and irrevocably grants to the Association full power in the name and stead of such Owner to sell the entire Project, and to execute deeds and conveyances to it, in one or more transactions, for the benefit of all Owners when partition of the Project may be had under Civil Code Section 1359 and under the circumstances authorizing partition under this Declaration. The power of attorney shall (i) be binding on all Owners, whether they assume the obligations under this Declaration or not; (ii) be exercisable by a majority of the Board acting on behalf of the Association, subject to obtaining the prior vote or written consent of sixty-seven percent (67%) of the Owners and sixty-seven percent (67%) of all first Mortgagees; and (iii) be exercisable only after recordation with the County Recorder of a certificate executed by those who have power to exercise the power of attorney that the power of attorney is properly exercisable under the authority of this Declaration. This certificate shall be conclusive evidence of proper exercise in favor of any person relying on it in good faith.

2.5 FURTHER SUBDIVISION PROHIBITED. No Owner shall further subdivide the space within his Unit or create a time-share project from any Condominium. A time-share project is one in which a purchaser receives the right in perpetuity, for life, or for a term of years, to the recurrent, exclusive use or occupancy of a Unit, annually or on some other periodic basis, for a period of time that has been or shall be allocated from the use or occupancy periods into which a Condominium has been divided.

ARTICLE 3

Association, Administration, Membership and Voting Rights

3.1 ASSOCIATION TO MANAGE COMMON AREA. The Association shall manage and administer the Project in accordance with the provisions of the Governing Documents.

3.2 MEMBERSHIP. Each Owner of a Condominium shall automatically be a Member of the Association. He shall remain a Member until his ownership of a Condominium ceases, at which time his membership in the Association shall also automatically cease. No Member may resign, transfer, pledge or alienate his membership in any way except by sale of the Condominium to which it is appurtenant and then only to the purchaser. Any prohibited transfer is void.

3.3 MEMBERSHIP CLASSES AND VOTING RIGHTS.

A. Membership Classes. The Association shall have two classes of voting membership.

i. **CLASS A.** Each Owner other than Declarant is a Class A member. Class A membership entitles the holder to one vote for each Condominium owned. When more than one person holds an interest in a Condominium, all such persons shall be Members. The vote for the Condominium shall be exercised as the Owners determine, but not more than one vote shall be cast for any Condominium. If an Owner disputes the vote cast for his Unit by a co-Owner, the vote for that Condominium shall not be counted.

ii. **CLASS B.** Declarant is the Class B member. Class B membership entitles the holder to not more than three votes for each Condominium owned. Class B membership shall be irreversibly converted to Class A membership on the first to occur of the following:

(a) when the total outstanding votes held by Class A members equal the total outstanding votes held by the Class B member.

(b) on the second anniversary date of the first conveyance of a Unit in the Project.

B. Voting Rights. Except as provided in Sections 4.3, 4.4 and 5.2, any action by the Association which must have the prior approval of the Members shall require the vote or written consent of at least a majority of each class of membership during the time that there are two outstanding classes of membership.

Any provision in the Governing Documents which requires the approval of a prescribed number of Members other than Declarant for action to be taken by the Association shall require:

- i. where the two class voting structure is in effect, the vote or written consent of the Class B Member and the vote or written consent of the prescribed number of Class A Members; or
- ii. if there has been a conversion of Class B membership to Class A membership, the vote or written consent of a majority of the Members of the Association and the vote of the prescribed majority of the Members other than Declarant.

ARTICLE 4 **Assessments**

4.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Declarant agrees, for each Condominium in the Project owned by Declarant, and each Owner, by acceptance of a deed to a Condominium, whether or not it shall be expressed in the deed, is deemed to agree to pay to the Association Regular Annual Assessments, Special Assessments and Property Tax Assessments. Assessments are payable without deduction or offset for any claim the Owner may have against the Association. The Assessments, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien upon the Condominium against which each Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Condominium at the time when the Assessment fell due. If more than one person is the Owner, the personal obligation to pay the Assessment shall be joint and several. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of use or enjoyment of any of the Common Area or abandonment of his Condominium.

4.2 PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of all residents of the Project, and for the improvement and maintenance of the Common Area for the common good of the Project.

4.3 REGULAR ANNUAL ASSESSMENTS. The Regular Annual Assessment is the total amount of funds necessary to defray the Common Expenses of the Association for the fiscal year. It shall include adequate reserve funds for contingencies and for maintenance, repairs, and replacement of the Common Area improvements that must be replaced on a periodic basis sufficient to satisfy the reasonable requirements of any first Mortgagee.

Until January 1 of the year immediately following the conveyance of the first Condominium, the Regular Annual Assessment shall be approved by the California Department of Real Estate. At least forty-five days and not more than sixty days prior to the beginning of each subsequent fiscal

year, the Board shall establish the Regular Annual Assessment for that fiscal year. The Regular Annual Assessment shall not be increased unless the Board has prepared and distributed a pro forma operating budget to the Members, as specified in the Bylaws. The Board may not, without the vote or written consent of a quorum of Owners who cast a majority of the votes at a meeting or election of the Association, impose a Regular Annual Assessment which is more than twenty percent greater than the Regular Annual Assessment for the immediately preceding fiscal year. For purposes of this Section 4.3, a quorum means more than fifty percent of the Owners.

If the Board fails to establish the Regular Annual Assessment for any fiscal year, the Regular Annual Assessment shall be the same as that of the prior fiscal year. Subject to the above, if at any time during the year the Board decides that the amount of the Regular Annual Assessment is inadequate or excessive, it may revise the Assessment for the balance of the fiscal year, effective on the first day of the month following the date of the revision. During the time the Project is subject to an outstanding public report, Declarant shall notify the Department of Real Estate of any increase of ten percent or more over the amount of the Regular Annual Assessment stated in the current public report for the Project.

4.4 SPECIAL ASSESSMENTS. In any fiscal year, the Board may levy a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property, and for extraordinary expenses incurred by the Association. Any Special Assessment in excess of five percent of the Regular Annual Assessment for the fiscal year shall require approval by the vote or written consent of a quorum of Owners who cast a majority of the votes at a meeting or election of the Association. For purposes of this Section 4.4, a quorum means more than fifty percent of the Owners.

4.5 ASSESSMENTS FOR EMERGENCY PURPOSES. Notwithstanding the provision of Sections 4.3 and 4.4, the Board may increase Regular Annual Assessments and impose Special Assessments necessary for emergency situations. For purposes of this Section, an emergency situation is any one of the following:

- A. An extraordinary expense required by an order of a court.
- B. An extraordinary expense necessary to repair or maintain the Property for which the Association is responsible where a threat to personal safety on the Property is discovered.
- C. An extraordinary expense necessary to repair or maintain the Property for which the Association is responsible that could not have been reasonably foreseen by the Board in preparing and distributing the budget. However, prior to the imposition or collection of an Assessment under this Section 4.5 C, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Members with the Notice of Assessment.

4.6 PROPERTY TAX ASSESSMENTS. Until the Tax Collector segregates the property taxes applicable to each Unit into separate assessments, or if any taxes are assessed against the Common Area or the property of the Association rather than against the Units, the Board shall levy a Property Tax Assessment for the purpose of paying the assessed taxes.

4.7 SEGREGATION OF FUNDS. Unless exempt from federal or state income tax, all proceeds paid for reserves or for any Special Assessment shall be segregated and deposited in a special account and shall be used solely for the purpose for which levied, or shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service or the California Franchise Tax Board in order to avoid, if possible, their taxation as income of the Association.

4.8 DIVISION OF ASSESSMENTS. The expenses for Regular Annual Assessments shall be divided among the Owners equally, except for Assessments for insurance, gas and water and reserves for the roof, paint and water heater, which shall be prorated to each Owner according to his percentage interest in the Common Area.

The initial premium for the liability and officers' and directors' liability insurance carried by the Association is based on the use of the Commercial Units as offices. If the insurance premium is increased as a result of the use, other than as an office, of a Commercial Unit by the Owner, it shall pay to the Association within ten (10) days before the due date the amount of the increased insurance premium which is attributable to use of the Commercial Unit.

The Board shall allocate Assessments for items and costs other than those set forth above as it deems appropriate and fair.

Special Assessments shall be divided among the Owners on the same basis as Regular Assessments, except where the Special Assessment is levied to raise funds for the rebuilding or major repair of structural Common Area which houses the Units. In that case, the Special Assessment shall be divided upon the basis of the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the floor area of all Units to be assessed.

Property Tax Assessments shall be divided among the Owners according to each Owner's percentage interest in the Common Area.

4.9 DATE OF COMMENCEMENT AND DUE DATES OF ASSESSMENTS; NOTICE TO OWNERS. Regular Annual Assessments shall commence as to all Units on the first day of the month following the conveyance of the first Condominium from Declarant to an Owner. Regular Annual Assessments shall be payable in equal monthly installments unless the Board adopts some other basis for collection. If the first operating year of the Association is a partial fiscal year, the Regular Annual Assessment for that first operating year shall be based on the number of full calendar months in that fiscal year. Subject to the provisions of Section 4.3, the Board shall determine and fix the amount of the Regular Annual Assessment for each Condominium and send

written notice of it, including the amount of any increase, to every Owner at least forty-five days and not more than sixty days prior to the beginning of each fiscal year. In addition, the Association shall send each Owner notice by first class mail of any increase in the Regular Annual Assessment or Special Assessment not less than forty-five days and not more than sixty days before the due date of the increased Assessment. The due date for the payment of installments of the Regular Annual Assessment shall be the first day of each month unless some other due date is established by the Board. The due date for payment of a Special or Property Tax Assessment shall be the date specified in the notice of the Assessment and shall be at least thirty days after the date of delivery of the notice of the Assessment to the Owners.

4.10 EFFECT OF NONPAYMENT OF ASSESSMENT. Any Assessment or installment of an Assessment shall become delinquent if payment is not received by the Association within fifteen days after its due date. The Board shall impose a late charge of ten percent of the delinquent assessment or installment or \$10.00, whichever is greater, on all delinquent payments. A late charge may not be imposed more than once on any delinquent payment, shall not eliminate or supersede any charges imposed on prior delinquent payments, and shall constitute full compensation to the Association for any additional bookkeeping, billing, or other administrative costs resulting from the delinquent payment.

Interest also shall accrue on any delinquent payment at the rate of twelve percent per annum. Interest shall accrue commencing thirty days following the due date of the assessment through and including the date full payment is received by the Association.

Any Owner who fails to pay a Property Tax Assessment on time shall be responsible to pay any penalty imposed by the Tax Collector.

4.11 REMEDIES ON DEFAULT. In the event of a default in payment of any Assessment or installment, and in addition to any other remedies provided by law or this Declaration, the Association may enforce payment of the Assessment or installment in either of the following ways.

A. By Small Claims Action. Each action must be authorized by a majority of the Board. Any judgment rendered in the action shall include the amount of delinquency, interest, late charges, costs of collection, court costs, and reasonable attorneys' fees. A small claims action may be maintained without foreclosing or waiving lien rights.

B. By Judicial Foreclosure or Power of Sale. If any Assessment or installment is not paid within fifteen days after the due date, the Board may deliver a Notice of Delinquent Assessment to the Owner of the Condominium assessed. A copy of the Notice of Delinquent Assessment shall be recorded in the office of the Recorder of the County of San Francisco. The Notice of Delinquent Assessment shall conform to the requirements of California Civil Code Section 1367. The Notice shall state the amount of the Assessment then due, including interest, late charges, reasonable attorneys' fees and costs

incurred in an effort to collect the delinquent Assessment. The Notice shall also describe the Unit against which the Assessment has been levied, name the record Owner of the Unit and give the name and address of the trustee authorized by the Association to enforce the lien by foreclosure sale. The Notice of Delinquent Assessment shall be signed by a member of the Board. The Assessment described in the Notice shall constitute a lien upon the Condominium effective on the date on which it is recorded. The lien shall be in favor of the Association and shall be for the benefit of all Owners.

The lien for unpaid Assessments may be enforced by sale of the Condominium, by judicial foreclosure or private sale, by the Association or other person authorized by the Board to make the sale.

Any sale by private power of sale shall be conducted in accordance with the provisions of Sections 2924-2924h of the California Civil Code. The sale shall be conducted by the trustee whose name and address are stated in the Notice of Delinquent Assessment, or by a trustee substituted in accordance with the provisions of Civil Code Section 2934a. No action to foreclose the lien shall begin until ten days after a copy of the recorded Notice of Delinquent Assessment has been delivered to the Owner of the Condominium whose Unit is described in the Notice.

The Association, acting on behalf of the Owners, shall have the power to bid for the Condominium at a foreclosure or trustee's sale and to acquire and hold, lease, mortgage and convey the Condominium. Each Owner hereby appoints the Association or its authorized agent to act as trustee in any action to enforce the lien. Each Owner hereby agrees that in any action to remove the Owner or his tenant from the Condominium, the Declaration and the deed to the foreclosed Condominium which is delivered to the buyer after a foreclosure or trustee's sale shall constitute a deed of trust for purposes of Code of Civil Procedure Section 1161a(b)(3).

The Association shall promptly record a Release of Notice of Delinquent Assessment upon payment of the amounts secured by the lien created pursuant to this Article and payment of the cost to the Association of preparing and recording the Release of Notice of Delinquent Assessment. The Release of Notice of Delinquent Assessment shall be signed by a member of the Board.

4.12 PRIORITIES. When a Notice of Delinquent Assessment has been recorded, it shall constitute a lien on the Condominium prior to all other liens except all taxes, bonds, assessments and other liens which, by law, would be superior to it, and the lien of any first Mortgage of record. The lien for any Assessment shall not be affected by the sale or transfer of the Unit against which it is recorded.

4.13 STATUS CERTIFICATE. Within ten days of the mailing or delivery of a written request by an Owner, the Board shall provide the Owner with a written statement containing the following

information: (i) whether, to the knowledge of the Association, the Owner or his Condominium is in violation of any of the provisions of this Declaration, the Articles, Bylaws, or the Rules and Regulations; (ii) the amount of Regular Annual Assessments and Special Assessments, including installments, paid by the Owner during the fiscal year the request is received; (iii) the amount of any Assessments levied against the Owner's Condominium that are unpaid as of the date of the statement, including any late charges, interest, or costs of collection that as of the date of the statement are or may be made a lien against the Owner's Condominium; and (iv) any change in the Association's current Regular Annual and Special Assessments and fees approved by the Board but not yet due and payable as of the date of the disclosure.

4.14 WAIVER OF EXEMPTIONS. Each Owner waives the benefit of any homestead or exemption laws of the State of California as to any Assessment liens created under this Article.

ARTICLE 5

Duties and Powers of the Association

5.1 DUTIES. The Association shall have all of the powers of a corporation organized under the Non-Profit Mutual Benefit Corporation law of the State of California, subject only to the limitations on those powers set forth in the Governing Documents. The Association shall have the power to do any lawful thing required or permitted to be done under the Governing Documents and necessary, appropriate or incidental to the exercise of the express powers or duties of the Association for the peace, health, comfort, safety and general welfare of the Owners. The affairs of the Association, including the exercise of its powers and duties, shall be conducted by the Board or officers appointed by the Board. The duties and powers of the Association shall include, but are not limited to, the following.

A. Maintenance. Except as may be provided in Sections 8.8 and 11.4, the Association shall maintain in good condition, repair, replace and manage the Common Area, including all Exclusive Use Common Areas, all utility installations except those maintained by utility companies, improvements and equipment located on the Common Area, and all furnishings and property acquired by the Association. The Association shall clean exterior glass surfaces. The Association is responsible for the repair and maintenance of Common Area occasioned by the presence of wood-destroying pests and organisms in accordance with the procedure set forth in California Civil Code Section 1364. The Association is not financially responsible for maintenance, repair or replacements caused by the willful or negligent act or omission of an Owner, or his guests or tenants, the cost of which is not covered by insurance. The repair or replacement of excluded items is the responsibility of the Owner. However, if an Owner fails to make required repairs or replacements, upon a vote of a majority of the Board, and after notice and hearing pursuant to Section 5.1E, the Association shall make the repairs or replacements and charge the cost to the Owner as an Expenditure.

B. Insurance. The Association shall maintain the policies of insurance required by Section 10.1 of this Declaration.

C. Discharge of Liens. The Association shall discharge any lien against the Common Area, and charge the cost to the Owner responsible for the existence of the lien.

D. Payment of Expenses. The Association shall pay all expenses and obligations incurred by it in the conduct of its business.

E. Enforcement. The Association shall enforce this Declaration. In addition to any other remedies provided in this Declaration, the Association may impose fines, suspend voting rights, or take other disciplinary action against any Owner for failure to pay Assessments and Expenditures or for violation of any provisions of the Governing Documents. Before imposing any fine, suspending voting rights, or taking other disciplinary action, the Board shall provide notice and hearing to the Owner as follows:

i. at least fifteen days before a decision to impose discipline is made, the accused Owner shall be given notice and the reasons for the proposed discipline; and

ii. at least five days before the decision to impose discipline is made, the accused Owner shall be given an opportunity to be heard.

Notwithstanding anything to the contrary contained in this Declaration, the Board shall not have the power to cause a forfeiture or abridgement of an Owner's rights to the full use and enjoyment of his Unit except where the loss or forfeiture is the result of the judgment of a court or a decision arising out of arbitration or on account of a foreclosure or sale under power of sale for failure of the Owner to pay Assessments levied by the Association.

F. Utility Service. The Association shall have the authority to obtain, for the benefit of all of the Condominiums, all common water, gas and electric service, telephone and television service, refuse collection and janitorial service. The Association shall maintain all utility installations located in the Common Area, except those installations maintained by utility companies. The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Units.

G. Easements. The Association shall have authority to grant easements where necessary for utilities and sewer facilities over the Common Area to serve the Common Area and any of the Units as provided in Article 2.

H. Manager. The Association shall have the authority to employ a manager or other persons, and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association. However, any contract with a firm or person appointed as a manager or managing agent shall:

i. not exceed a one year term; and

ii. provide for the right of the Association to terminate the contract at the first annual meeting of the Members of the Association, and to terminate the contract for cause on thirty days' written notice or, without cause or payment of a termination fee, on ninety days' written notice.

I. Adoption of Rules. The Association may adopt reasonable rules not inconsistent with this Declaration relating to the use of the Common Area and the conduct of the Owners and their tenants and guests with respect to the Property and other Owners. The Board shall furnish copies of the rules to all Owners.

J. Access. In order to perform maintenance, repairs, or any other of its responsibilities, the Association, its agents and employees may enter any Unit or any portion of the Common Area at reasonable hours as provided in Article 2. Entry shall be made with as little inconvenience to the occupant as possible and any damage caused shall be repaired at the expense of the Association. Except in case of an emergency, twenty-four hours' advance notice shall be given to the occupant prior to entry.

K. Assessments. The Association shall have the power to levy and collect Assessments in the amount necessary for the purposes for which levied in accordance with the provisions of Article 4.

L. Expenditures. The Association shall have the power to levy and collect Expenditures. The Board shall impose an Expenditure upon an Owner only after notice and hearing in accordance with Section 5.1E. An Expenditure is the personal obligation of the Owner against whom it is charged. If more than one person is the Owner, the personal obligation to pay the Expenditure shall be joint and several. Declarant agrees, for each Condominium in the Project owned by Declarant, and each Owner, by acceptance of a deed to a Condominium, is deemed to agree to pay to the Association Expenditures as provided in this Section 5.1L.

An Expenditure is due fifteen days after receipt by the Owner of written notice from the Board of the imposition of the Expenditure. The Board shall impose on any delinquent expenditure a late charge of ten percent of the delinquent Expenditure or \$10.00, whichever is greater. A late charge may not be imposed more than once on any delinquent Expenditure, shall not eliminate or supersede any charges imposed on prior delinquent Expenditures, and shall constitute full compensation to the Association for any additional bookkeeping, billing, or other administrative costs resulting from the delinquent Expenditure. Any Expenditure not paid within thirty days after the due date also shall bear interest at the rate of twelve percent per annum, through and including the date full payment is received by the Association.

In any action to collect an Expenditure, the Association shall be entitled to costs of collection and attorneys' fees. An Expenditure shall become a lien upon a Unit upon the recording of a Notice of Delinquent Assessment which contains the information set forth in Section 4.11B; however, the lien created thereby may not be enforced by sale of the Condominium pursuant to Civil Code Sections 2924, 2924b and 2924c.

M. Acquisition and Disposition of Property. The Association shall have the power to acquire, own, improve, operate, maintain, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with its affairs.

N. Loans. The Association shall have the power to borrow money and, with the vote or written consent of a majority of the voting power of the Association other than Declarant in accordance with the provisions of Section 3.3B, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

O. Contracts. The Association shall have the power to contract for goods and services for the Common Area or the Association.

P. Vacancies on Board. The Board shall have the power to fill vacancies on the Board, except for a vacancy created by the removal of a Director pursuant to Section 4.6 of the Bylaws.

Q. Delegation. The Association shall have the power to delegate its authority and powers to committees, Officers, or employees of the Association.

The Association may not, however, delegate the following powers:

- i. file litigation;
- ii. record a lien or foreclose for failure to pay Assessments;
- iii. make capital expenditures;
- iv. impose discipline and levy Expenditures for violations of the Governing Documents; or
- v. hold hearings pursuant to Section 5.1E.

5.2 LIMITATION ON POWERS OF THE BOARD - PROHIBITED ACTS. The Board shall not take any of the following actions, without the vote or written consent of a quorum of Members other than Declarant who cast a majority of votes in accordance with the provisions of Section 3.3B:

A. enter into a contract with a third person for goods or services for the Common Area or the Association for a term longer than one year with the following exceptions:

i. a management contract, the terms of which have been approved by the Federal Housing Administration or Veterans Administration;

ii. a contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission; provided however, that the term of the contract shall not exceed the shortest term for which the supplier shall contract at the regulated rate;

iii. prepaid casualty and/or liability insurance policies of not to exceed three years duration provided that the policy permits short rate cancellation by the insured;

iv. lease agreements for laundry room fixtures and equipment of not to exceed five years duration provided that the lessor under the agreement is not an entity in which Declarant has a direct or indirect ownership interest of 10 percent or more;

v. agreements for cable television services and equipment or satellite dish television services and equipment of not to exceed five years duration provided that the supplier is not an entity in which Declarant has a direct or indirect ownership interest of 10 percent or more;

vi. agreements for sale or lease of burglar alarm and fire alarm equipment, installation and services of not to exceed five years duration provided that the supplier or suppliers are not entities in which Declarant has a direct or indirect ownership interest of 10 percent or more; or

vii. a contract for a term not to exceed three years that is terminable by the Association after no longer than one year without cause, penalty or other obligation upon ninety (90) days written notice of termination to the other party.

B. incur aggregate expenditures for capital improvements to the Common Area in any fiscal year in excess of five percent of the budgeted gross expenses of the Association for that fiscal year;

C. sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent of the budgeted gross expenses of the Association for that fiscal year; or

D. pay compensation to Directors or to the Officers of the Association for services performed in the conduct of the Association's business. However, the Board may

reimburse a Director or Officer for reasonable expenses incurred in carrying on the business of the Association.

ARTICLE 6

Architectural Control

6.1 GENERAL. No building, fence, wall, balcony, screen, patio, tent, awning, carport, improvement, or structure of any kind may be erected or maintained upon the Common Area, nor shall any alteration, modification or improvement be made to the Common Area, until approved in writing by the Board. The approval of the Board shall not be unreasonably withheld. Plans and specifications showing the nature, shape, color, size, materials and location of any improvements, modifications or alterations shall be submitted to the Board for approval as to quality of workmanship, design, harmony of external design with existing structures, and location in relation to surrounding structures.

The Board shall not deny approval of any modification to facilitate access for persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to these persons, without good cause. Any such modification or alteration shall be paid for by the person who requests it. However, the Board may condition its approval of such modifications in accordance with the provisions of Civil Code Section 1360.

In the event the Board fails to approve or disapprove plans and specifications within thirty days after they have been submitted, they shall be deemed approved.

Declarant shall not be subject to the approval requirements of this Section 6.1.

6.2 ANTENNAS. Installation or use of a video or television antenna, including a satellite dish ("antenna"), shall not be permitted, except as provided below.

An antenna that has a diameter or diagonal measurement of thirty-six (36) inches or less, may be installed under the following circumstances:

- A. The antenna is not visible from any street or the Common Area;
- B. The Owner has applied to and received the prior written approval of the Board, which shall not be unreasonably withheld, as to the location of the antenna;
- C. To the satisfaction of the Board, the Owner has provided for adequate maintenance, repair or replacement of roofs or other building components that may be damaged by the installation, maintenance or use of the antenna; and

D. To the satisfaction of the Board, the installer of the antenna has agreed to indemnify or reimburse the Association for any loss or damage caused by the installation, maintenance or use of the antenna.

The Board may impose on the Owner any other reasonable restrictions that do not significantly increase the cost of the antenna, including all related equipment, or significantly decrease its efficiency or performance.

The issuance of a decision by the Board on the Owner's application to install an antenna shall not be willfully delayed.

ARTICLE 7

Use Restrictions for Residential Units

In addition to all other restrictions contained in this Declaration, the use of the Property and each Residential Unit is subject to the following provisions.

7.1 CONDOMINIUM USE. All Residential Units shall be used for residential purposes. No trade or business may be conducted in any Residential Unit except for administrative and professional practice as allowed by local ordinance, and except for use by Declarant in connection with Declarant's sales as provided in Section 7.2 . No tent, trailer, garage or structure of a temporary character may be used at any time as a residence.

7.2 SALES ACTIVITIES. Declarant may use any Units in the Project owned by Declarant to conduct sales activities and as sales models until all Units have been sold. In addition, Declarant may make reasonable use of the Common Area as a sales office, maintain reasonable displays and conduct reasonable activities within the Common Area related to sales of the Units. However, Declarant's use of the Common Area shall not interfere with the use of the Common Area by the Owners.

7.3 USE OF PARKING SPACES. Parking spaces shall be used solely for parking of bicycles and non-commercial passenger motor vehicles, which means automobiles, small station wagons, small pickup trucks, motorcycles and minivans. No person shall park a motor vehicle anywhere upon the Property other than his designated parking space or parking areas designated by the Board for temporary parking. Repair or washing of any motor vehicle shall not be permitted anywhere on the Property, except an emergency repair. Each Owner shall keep his designated parking space neat and clean and shall immediately remove any oil, grease or other waste emitted from his vehicle. No vehicle shall be operated upon the Project which emits extraordinary and offensive levels of exhaust pollution, oil, grease or noise, as such levels may be determined by the Board. Any violation of this Section may be rectified by the Association causing the vehicle to be towed and stored at the Owner's expense, and each Owner, trespasser, licensee, and invitee,

shall indemnify, defend and hold the Association, its Board members, officers, manager and employees harmless for any damage to person or property which may result.

7.4 NUISANCE. No person may interfere with the quiet enjoyment of any other resident of the Project, or carry on any activity in any part of the Property which is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility. No activity may be carried on which causes any insurance policy to be canceled or not renewed, or which will impair the structural integrity of the building.

7.5 SIGNS. No signs may be displayed to public view on any portion of the Property except signs approved by the Board. "For Sale" or "For Rent" signs shall be allowed provided they do not exceed five square feet in size. "For Sale" or "For Rent" signs may be posted only on those parts of the Common Area easily viewed by the general public and designated by the Board. Project identification signs approved by the Board and signs maintained by Declarant in connection with Declarant's sales activities are excluded from the prohibition of this Section.

7.6 ANIMALS. No animals shall be kept in any Residential Unit or Common Area except that domestic dogs and cats, not to exceed a total of two such animals per Unit, fish and birds inside bird cages, may be kept as household pets. Permitted animals shall not be kept, bred, or raised for commercial purposes.

Any dog in the Common Area other than an Exclusive Use Common Area appurtenant to its Owner's Unit shall be leashed. After making a reasonable attempt to notify the Owner, the Association or any Owner may cause any unleashed animal found within the Common Area to be removed to a pound or animal shelter by calling the appropriate authorities. The Owner may, upon payment of all expenses, repossess the animal.

Pet owners shall prevent their pets from soiling the Common Area except as allowed under rules about the keeping and control of pets in the Units and Common Area, as may be adopted by the Association from time to time. The Association can prohibit the keeping of any animal that in the sole and exclusive opinion of the Board constitutes a nuisance to any other Owner. Each person bringing or keeping a pet upon the Project shall be liable to other Owners, their family members, guests, invitees, tenants, and contract purchasers, and their respective family members, guests, and invitees for any damage to persons or property proximately caused by any pet brought upon or kept upon the Project by that person or by members of his family, his guests, or invitees.

7.7 GARBAGE DISPOSAL. All garbage and other waste shall be kept in sanitary containers and regularly removed from the Property. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept only on the portion of the Common Area designated by the Board.

7.8 RIGHT TO LEASE. No Owner may rent a Residential Unit for transient or hotel purposes, which shall be defined as:

A. rental for any period less than thirty days, or

B. any rental if the occupants are provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service.

Subject to these restrictions, an Owner may lease his Condominium, provided the lease is in writing, is made subject to the Governing Documents, and a copy of the lease is sent to the Association.

An Owner shall be responsible for a tenant's compliance with the Governing Documents.

7.9 CLOTHES LINES. No exterior clothes lines may be erected and there may be no outside laundering or drying of clothes.

7.10 STORAGE. Any obstruction of the Common Area is prohibited. Nothing may be stored in the Common Area without the prior consent of the Board, except in designated storage areas.

7.11 WINDOW COVERING. All window coverings visible from the street or Common Area shall be in a neutral color, unless otherwise approved by the Board.

7.12 FLOOR COVERING. Each hallway and room other than the kitchen and bathrooms in all Units located above other Units shall have carpeting or other noise deadening materials approved by the Board in eighty percent of its square footage, in order to reasonably reduce noise. An Owner may not remove or replace carpet and pad or other flooring materials installed by Declarant or any Owner unless the replacement materials have an acoustical insulation value equal to or greater than the acoustical insulation value of the flooring materials which have been removed or replaced. Prior to removing or replacing any flooring materials, an Owner must provide to the Association information on the acoustical insulation value of the replacement materials.

ARTICLE 8

Use Restrictions for Commercial Units

In addition to all other restrictions contained in this Declaration, the use of the Property and the Commercial Units are subject to the following provisions.

8.1 COMMERCIAL USE. The Commercial Units shall be occupied and used only for commercial purposes by the Owners. "Commercial purposes" means a grocery store, retail sales or offices for financial services, medical services, personal services and business or professional services. Any other use is prohibited. For purposes of Article 8, "Owners" shall include the lessees, sublessees or assignees of the Owners of the Commercial Units.

8.2 ADVERTISING. The Owners of the Commercial Units shall not employ an advertising medium which can be heard or seen outside the Units, including, without limitation, flashing

lights, searchlights, loudspeakers, phonographs, radios or television. The Owners of the Commercial Units shall not distribute, or cause to be distributed, any handbill or other advertising device in the Common Area or in or on the public sidewalks or streets adjacent to the Project.

8.3 LEASING OF UNITS. Except for the restrictions contained in Section 8.1, there shall be no restriction on the right of the Owners of the Commercial Units to lease the Units. The Owners of the Commercial Units may lease the Units for the uses allowed by Section 8.1. Each Commercial Unit may be leased to a maximum of two tenants. Any lease shall provide that it is subject, in all respects, to the provisions of this Declaration, the Articles, the Bylaws and any rules made by the Board. A copy of the lease shall be given to the Board.

8.4 NUISANCE. No person may interfere with the quiet enjoyment of any other Owner or lessee of the Project, or carry on any activity in any part of the Property which is noxious, illegal, seriously annoying or offensive to a person of reasonable sensibility. No activity may be carried on which causes any insurance policy to be cancelled or not renewed, or which will impair the structural integrity of any Unit.

8.5 CUSTOMERS, GUESTS AND LESSEES. The Owners of the Commercial Units shall be responsible for compliance by their customers, guests and lessees with the provisions of this Declaration, the Bylaws, and any rules made by the Board.

8.6 CHANGE IN COMMERCIAL STATUS. No change in the commercial status of the Commercial Units shall be effective unless approved by the Owners of the Commercial Units and all necessary governmental approvals have been obtained.

8.7 ANIMALS. No animals shall be kept and no animals shall be bred or raised for commercial purposes in the Commercial Units.

8.8 SIGNS. The Owners of the Commercial Units shall comply with the provisions of the San Francisco Planning Code regarding signs and awnings. Except as otherwise provided in the San Francisco Planning Code, each of the Owners of the Commercial Units may maintain an awning displaying the name of the business conducted in the Unit. In addition, each of the Owners of the Commercial Units may maintain one sign. The sign shall be posted in the Unit, or, with the prior written approval of the Board, on the Common Area. The sign shall not have moving or illuminated parts, except with the prior written approval of the Board. The Owners of the Commercial Units shall maintain their own signs and awnings at their own expense.

"For Sale" or "For Rent" signs shall be allowed provided they do not exceed five square feet in size. "For Sale" or "For Rent" signs may be posted only on those parts of the Common Area easily viewed by the general public and designated by the Board.

8.9 MACHINERY. No machinery, apparatus or appliance shall be used or operated in the Commercial Units that will in any manner vibrate or shake the adjoining Units or Common Area of the Project, or cause an unreasonable amount of noise.

8.10 USE OF PORTIONS OF COMMON AREA. The Owners of the Commercial Units and their customers and guests shall not use any portion of the Common Area on the fourth floor or upper mezzanine of the building.

8.11 INCLUSION OF RESIDENTIAL RESTRICTIONS. The provisions of Sections 7.2, 7.7, 7.9, 7.11 and 7.12 are hereby incorporated into this Article 8 and shall be restrictions on the use of the Commercial Units.

ARTICLE 9

Mortgage Protection Provisions

9.1 MORTGAGE PERMITTED; VALIDITY OF MORTGAGE LIEN. Any Owner may encumber his Condominium with a Mortgage. No breach of any of the covenants, conditions and restrictions nor the enforcement of any lien provisions contained in this Declaration, shall defeat or render invalid the lien of any first Mortgage made in good faith and for value, but all of the covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

9.2 NOTICE TO ELIGIBLE MORTGAGE HOLDER. As used in this Article 9, "eligible mortgage holder", shall mean a first Mortgagee, or the insurer or governmental guarantor of a first Mortgage, who has requested notice of certain actions in accordance with this Section.

Upon written request to the Association, identifying the name and address of the eligible mortgage holder, and the Condominium number and address, an eligible mortgage holder shall be entitled to timely written notice of the following:

- A. Any condemnation loss or any casualty loss that effects a material portion of the Project or any Condominium on which there is a Mortgage held, insured, or guaranteed by an eligible mortgagee holder;
- B. Any delinquency in the payment of Assessments or Expenditures owed by an Owner subject to a Mortgage held, insured, or guaranteed by an eligible mortgage holder which remains uncured for a period of sixty (60) days;
- C. Any default in the performance of an obligation under the Governing Documents by an Owner subject to a Mortgage held, insured, or guaranteed by an eligible mortgage holder which remains uncured for a period of sixty (60) days;

D. Any lapse, cancellation or material modification of an insurance policy or fidelity bond maintained by the Association; or

E. Any proposed action which would require the consent of eligible mortgage holders.

Any failure by the Association to give such notice of default shall not in any event relieve the Owner of responsibility to cure the default or prevent the Association from enforcing the performance of the defaulted obligations by any of the procedures provided for in the Governing Documents.

9.3 NOTICE OF CONDEMNATION OR DESTRUCTION. In the event of the total or substantial destruction of the Project or the commencement of eminent domain proceedings or other acquisition procedures by a condemning authority against the Project or any portion of it, Mortgagees of first Mortgages shall be given timely written notice of such destruction or proceedings.

9.4 LIMITATION ON RIGHT OF FIRST REFUSAL. The right of an Owner to sell, transfer, or otherwise convey his Condominium shall not be subject to any right of first refusal or any similar restriction in favor of the Association. In the event there is permitted a right of first refusal in favor of any other person or entity, it shall not impair the rights of a Mortgagee of a first Mortgage to foreclose or take title to a Condominium pursuant to the remedies provided in the Mortgage, accept a deed (or assignment) in lieu of foreclosure in the event of a default by the Mortgagor, or sell or lease a Condominium acquired by the first Mortgagee.

9.5 PRIORITY AS TO PROCEEDS AND AWARDS. No Owner and no other party shall have priority over any rights of a Mortgagee pursuant to its Mortgage in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Area.

9.6 CONSENT BY MORTGAGEES TO AMENDMENTS. Without the vote or prior written consent of sixty-seven percent (67%) of the total voting power for the Association (based on one vote for each Condominium encumbered, unless a higher percentage of voting power is specifically required elsewhere in this Declaration), and the approval of fifty-one percent (51%) of eligible mortgage holders, the Association shall not amend any material provisions of the Governing Documents which establish, provide for, govern or regulate any of the following:

A. Voting rights;

B. Increases in assessments that increase the previously assessed amount more than twenty-five percent (25%), assessment liens or priority of such liens;

C. Reductions in reserves for maintenance, repairs and replacement of the Common Area;

- D. Hazard or fidelity insurance requirements;
- E. Reallocation of interests in or rights to use the Common Area or Exclusive Use Common Area;
- F. Responsibility for maintenance and repair of the Project;
- G. Expansion or contraction of the Project or the additions, annexation or withdrawal of property to or from the Project;
- H. Redefinition of boundaries of any Unit;
- I. Convertibility of Units into Common Area or of Common Area into Units;
- J. Imposition of any restrictions on the leasing of Units;
- K. Imposition of any right of first refusal or any other restriction on the right of an Owner to sell, transfer, or otherwise convey his Condominium;
- L. Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; or
- M. Any provisions which are for the express benefit of mortgage holders, insurers or guarantors.

9.7 CHANGES REQUIRING ADDITIONAL FIRST MORTGAGEE APPROVAL. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Area, unless at least sixty-seven percent (67%) of all Owners or first Mortgagees (based on one vote for each Condominium encumbered) have given their prior written approval, neither the Association nor the Owners shall:

- A. By act or omission, seek to abandon or terminate the Project;
- B. Change the pro rata interest or obligations of any Condominium for purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each Condominium in the Common Area;
- C. Partition or subdivide any Condominium;
- D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. (The granting of easements for public utilities or for other public

purposes consistent with the intended use of said areas by the Association or the Owners shall not be deemed a transfer within the meaning of this clause); or

E. Use hazard insurance proceeds for losses to the Property (whether to Units or Common Area) for other than the repair, replacement or reconstruction of the Property except as provided by statute in case of substantial loss of the Units or Common Area.

9.8 CONSENT TO TERMINATE LEGAL STATUS OF PROJECT. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs shall require the vote or prior written consent of sixty-seven percent (67%) of the total voting power of the Association (unless a higher percentage of voting power is specifically required elsewhere in this Declaration) and the approval of fifty-one percent (51%) of eligible mortgage holders (based upon one vote for each Condominium encumbered). Any action to terminate the legal status of the project for reasons other than substantial destruction or condemnation shall require the vote or prior written consent of sixty-seven percent (67%) of the total voting power of the Association (unless a higher percentage of voting power is specifically required elsewhere in this Declaration) and the approval of sixty-seven percent (67%) of eligible mortgage holders (based upon one vote for each Condominium encumbered).

9.9 SUBORDINATION; FORECLOSURE OF ASSESSMENT LIENS. Any lien created or claimed under the provisions of this Declaration is subject and subordinate to the rights of any first Mortgagee with a first Mortgage that encumbers a Condominium. No such lien shall in any way defeat, invalidate or impair the obligation or priority of a first Mortgage unless the Mortgagee expressly subordinates its interest to such lien in writing. Each holder of a first Mortgage who obtains title to a Condominium pursuant to a foreclosure proceeding shall not be liable for unpaid Assessments and charges against the Condominium which accrued prior to the acquisition of it by the first Mortgagee. However, such first Mortgagee shall be liable for any Assessments becoming due after the date of the transfer. Subsequently levied Assessments may include previously unpaid Assessments provided all Owners are required to pay their proportionate share of the previously unpaid Assessments.

9.10 LIEN ON INDIVIDUAL UNIT. All taxes, assessments and charges which may become liens prior to the first Mortgage under local law shall relate only to the individual Condominiums and not to the Project as a whole.

9.11 RIGHTS TO INSPECT, RECEIVE STATEMENTS, ATTEND MEETINGS.

A. All Owners and lenders, and all holders, insurers or guarantors of any first Mortgage shall be entitled to inspect current copies of the Declaration, Bylaws, the Association rules and any other rules concerning the Project and the books, records and financial statements of the Association. Such inspection shall be upon request, during normal business hours or under other reasonable circumstances.

B. An eligible mortgage holder shall be entitled to have an audited financial statement for the immediately preceding fiscal year of the Association prepared at its expense if one is not otherwise available, and the Association shall make its records available for such purpose in accordance with Section 9.11A. If such a financial statement had already been prepared for the Association, it shall be furnished to the eligible mortgage holder without charge within 120 days of the Association's fiscal year end.

C. Any first Mortgagee shall, upon written request to the Association, be entitled to receive written notice of all annual and special meetings of the Association, and first Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give a first Mortgagee the right to call a meeting of the Association or of the Members for any purpose or to vote at any such meeting.

9.12 DEEMED APPROVAL. For purposes of this Article 9, any Mortgagee who receives a written request to approve additions or amendments to the Governing Documents and who does not deliver or post with the Association a negative response within thirty (30) days, shall be deemed to have approved such request, provided the request was delivered by certified or registered mail, "return receipt" requested.

ARTICLE 10

Insurance, Destruction of Project, Condemnation

10.1 INSURANCE COVERAGE.

A. The Association shall acquire and maintain the following insurance coverage:

i. **Fire and Casualty.** A master policy of fire and casualty insurance covering the Project and the Property, providing multi-peril coverage endorsement and coverage for such other risks as are commonly covered with respect to projects similar to the Project in construction, location and use, or such other fire and casualty insurance as the Board determines gives substantially equal or greater protection. Coverage shall be in an amount equal to the full replacement value of the Project and shall include an agreed amount or equivalent endorsement. The policy shall be in a form and from an insurance carrier satisfactory to the Board and to any first Mortgagee who inquires of the Association as to the acceptability of any policy;

ii. **Comprehensive Public Liability.** Comprehensive public liability coverage insuring against such risks as are customarily covered with respect to projects similar to the Project in construction, location and use, insuring Declarant, the

Owners, the Association and the Association's employees against liability to the public, or to any Owner, his tenants and invitees, incident to the ownership and use of the Project. Coverage under the policy shall not be less than two million dollars (\$2,000,000.00) per occurrence. The policy shall be issued on a comprehensive liability basis and provide cross-liability endorsements so the rights of any named insured under the policy shall not be prejudiced in an action against another named insured;

iii. Worker's Compensation Insurance. Worker's compensation insurance to the extent necessary to comply with any applicable law; and

iv. Fidelity Bond. If required by any institutional lender, a fidelity bond or policy of insurance against dishonest acts on the part of any person entrusted with or permitted to handle funds belonging to or administered by the Association, including a professional manager and his employees, naming the Association as the insured. The bond or insurance shall be in an amount not less than one and one-half times the estimated annual operating expenses plus accumulated reserves of the Association.

v. Director and Officer Liability Insurance. To the extent reasonably available, the Association shall purchase and maintain insurance in an amount up to one million dollars (\$1,000,000.00) or such other amount as the Board deems reasonable on behalf of any director, officer or member of a committee of the Association against any liability asserted against or incurred by any of these persons in their capacity or arising out of their status as agents of the Association, regardless of whether the Association has the power to indemnify these persons against liability under applicable law or the bylaws.

vi. Insurance Required by Certain Lenders. Notwithstanding the foregoing or any other provision of this Declaration, in the event the casualty, boiler or machinery, liability insurance and fidelity bond requirements established for condominium projects by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") are greater than those insurance and fidelity bond requirements specified in this Declaration, the FNMA or FHLMC requirements, whichever are greater, shall be maintained by the Association. This requirement as to FNMA or FHLMC shall remain so long as FNMA or FHLMC is a Mortgagee, Insurer or Guarantor of a Mortgage, or an Owner of a Condominium within the Development; provided however, to the extent such coverage is not available or has been modified or waived in writing by FNMA or FHLMC, it need not be obtained.

B. Insurance Premiums. Insurance premiums shall be a common expense to be included in the Regular Annual Assessment levied by the Association. The portion of the

Assessment attributable to insurance premiums shall be held in a separate account of the Association and used only for the payment of insurance premiums as they become due.

C. Review of Policies. 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 first Mortgagee.

D. Owner's Insurance. Each Owner shall insure his personal property and the improvements added to his Unit. Each Owner shall obtain liability insurance for the interior of his Unit.

E. General Policy Provisions. Each insurance policy obtained by the Association shall name as insureds the Association, as trustee for the Owners, and the Owners and shall provide that coverage may not be canceled or substantially changed without at least thirty days' prior written notice to the Association, each Owner, and his first Mortgagee. Each policy shall contain a waiver of subrogation by the insurer as to all claims against the Association, the Owners and their agents, employees and tenants. Each policy shall also contain a waiver of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

F. Additional Insurance. Nothing in this Section restricts or prohibits the Board from maintaining additional policies of insurance as it, in its discretion, deems necessary or reasonable, or as reasonably required by any first Mortgagee.

10.2 DAMAGE OR DESTRUCTION OF PROJECT.

A. Damage to a Single Unit. If a single Unit within the Project is damaged by a casualty which is covered by insurance, the insurance proceeds shall be paid to the Owner of the Unit and his Mortgagee according to their respective interests in the Condominium. The insurance proceeds shall be used to rebuild and repair the Unit. If the proceeds are insufficient to complete the work, the Owner shall pay whatever additional sums may be necessary to complete the rebuilding and repair. If a single Unit within the Project is damaged by a casualty which is not covered by insurance, the entire cost of repairing and rebuilding the Unit shall be paid by the Owner.

B. Damage to Two or More Units or Common Area. If the damage extends to two or more Units or any part of the Common Area, the following procedures shall be employed for disposition of insurance proceeds and guidance in reconstruction:

i. Minor Casualty. If the available insurance proceeds initially offered or paid by the insurer exceed ninety percent (90%) of the cost of repairing or rebuilding, the insurance proceeds shall be paid to a bank, savings and loan association, or another trustee designated by the Board ("insurance trustee"). The Board, on

behalf of the Association and the Owners, shall enter into an insurance trust agreement, consistent with this Declaration, with the insurance trustee, relating to its powers, duties and compensation. The Board shall promptly contract to repair and rebuild the damaged portions of all Units and the Common Area. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a Special Assessment on all Owners, subject to the provisions of this Declaration governing Special Assessments and membership approval of them.

ii. Major Casualty. If subparagraph 10.2B.i. is inapplicable, (including inapplicability due to the fact that the damage is uninsured) then the following shall apply:

a. Any insurance proceeds shall be paid to the insurance trustee and held for the benefit of the Owners and their Mortgagees, according to their respective interests in the Condominiums.

b. The Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project. The Board shall promptly call a special meeting of the Owners to consider the bids. The Board may also obtain an estimate from the insurance carrier of the work it will perform for the amount of the insurance coverage. If the Board fails to do the above within sixty days after the casualty occurs, any Owner may obtain the contractors' bids or insurance estimate and call and conduct the meeting to consider the bids. Failure by the Board and the Owners to call a meeting or to repair the casualty damage within twelve months from the date the damage occurred shall be deemed a decision not to rebuild the damaged or destroyed improvements. At the meeting, the Owners may vote to reject all bids or estimates and not rebuild. A vote of fifty-one percent (51%) of each class of Members shall be required to reject all bids or estimates. Failure to reject all bids and estimates shall authorize the Board to accept the unrejected bid it considers most favorable, unless acceptance of that bid would require the levy of a Special Assessment. In that case, the acceptance shall only be granted following membership approval of the Special Assessment pursuant to Section 4.4. If membership approval of the Special Assessment is not obtained, the bid shall be deemed to have been rejected.

c. If a bid or estimate is accepted, the Board shall levy a Special Assessment on all Owners to make up any deficiency between the total insurance proceeds and the cost of the repairs or rebuilding. The Assessment and all insurance proceeds, whether or not subject to liens of

Mortgagees, shall be paid to the insurance trustee to be used for the rebuilding.

d. Upon an election not to rebuild, the Association, as agent, shall promptly sell the entire Project, in its then condition, on terms satisfactory to the Board. For the purposes of effecting a sale under this Section, each Owner grants to the Association an irrevocable power of attorney to sell the entire Project for the benefit of the Owners, to terminate the Declaration and to dissolve the Association. This Declaration shall then terminate. The net proceeds and all funds held by the insurance trustee shall be distributed to the Owners and their respective Mortgagees proportionately, according to the respective fair market values of the Units at the time of the destruction as determined by a qualified independent appraiser with an M.A.I. certificate or the equivalent. The appraiser shall be selected by the Board. The Association shall pay the cost of the appraisal. If the Association fails promptly to sell the Project, any Owner may bring an action for judicial partition of the tenancy in common ownership of the Project.

C. Standards for Rebuilding and Repair. All reconstruction of the Project shall be made in accordance with the conditions existing immediately prior to the damage, modified to comply with building codes and construction standards in effect at the time of the rebuilding.

D. Full Insurance Settlement. Notwithstanding any provision to the contrary, if the insurance carrier offers the full amount required to repair and restore all of the damage, then the Board must contract to repair and rebuild the damaged portions of all Units and the Common Area in the manner provided in Section 10.2B.i. for a minor casualty.

E. Emergency Repairs. Without waiting to obtain insurance settlements or bids, the Board may undertake emergency repair work as it deems necessary.

F. Notice of Damage or Destruction. Within sixty days after damage or destruction occurs, the Board or, if it does not, any Owner, Mortgagee, the insurer or the insurance trustee, shall record in the Recorder's Office of the County of San Francisco, California, a sworn declaration setting forth a description of the damage or destruction, the name of the insurer against whom the claim is made, the name of the insurance trustee and that the sworn declaration is recorded pursuant to this Section of the Declaration.

10.3 CONDEMNATION. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall

be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Owners and their mortgagees as their interests may appear. In the event of a taking of any Condominium in the Project by eminent domain, the Owner shall be entitled to receive the award. After acceptance of the award, the Owner and his Mortgagee shall be divested of all interest in the Project. The remaining Owners shall decide by majority vote whether to rebuild the Project or take other action. If the Owners decide to rebuild the Project, the remaining portion of the Project shall be resurveyed, of necessary, and the Declaration shall be amended to readjust proportionately the percentages of undivided interest of the remaining Owners. If the Owners decide not to rebuild the Project, the Project shall be sold in accordance with the procedure set forth in Section 10.2B.ii.d. An award for a taking which extends to two Condominiums or the Common Area shall be apportioned among the Owners according to a court judgment or agreement between the condemning authority and each of the Owners. In the absence of such an apportionment, the award shall be distributed among the Owners and their respective Mortgagees according to the relative values of the Condominiums affected as determined by independent appraisal in accordance with the procedure set forth in Section 10.2B.ii.d.

ARTICLE 11

General Provisions

11.1 MANDATORY BINDING ARBITRATION. Any disputes, claims, issues or controversies between any Owner and Declarant, or between the Association and Declarant regarding any matters that arise out of or are in any way related to the Project, the relationship between Owner and Declarant or the relationship between the Association and Declarant, whether contractual or not, including, but not limited to, the purchase, sale, condition, design, construction or materials used in construction of any portion of the Project or the agreement between Declarant and any Owner to purchase a Condominium or any related agreement, including, but not limited to warranties, disclosures, or alleged construction defects (latent or patent), shall be resolved through neutral, binding arbitration and not by any court action except as provided for judicial review of arbitration proceedings by California law. Any disputes, claims, issues or controversies between the Association and an Owner or between Owners also shall be resolved through neutral, binding arbitration and not by any court action except as follows: for judicial review of arbitration proceedings by California law; foreclosure of a delinquent assessment lien; or any claim solely for monetary relief which is within the jurisdiction of a probate or small claims court.

Except as otherwise set forth in this Section, the arbitration proceedings shall be conducted by and in accordance with the Streamlined or Comprehensive Rules and Regulations Of Judicial Arbitration and Mediation Services, Inc. (JAMS/Endispute) or the Commercial Arbitration Rules of the American Arbitration Association (AAA), or any successor to them. Any fee to initiate the arbitration shall be paid by Declarant, but the arbitration costs and fees, including any initiation fee, ultimately shall be borne as determined by the arbitrator. The venue of the arbitration proceedings shall be in the county in which the Project is located, unless the parties agree to a different location. The arbitrator shall be appointed within sixty days of the receipt of a written

request to arbitrate the dispute by JAMS/Endispute or AAA. In selecting the arbitrator, the provisions of Section 1297.121 of the Code of Civil Procedure shall apply. An arbitrator may be challenged for any of the grounds listed in that Section or in Section 1297.124 of the Code of Civil Procedure. The arbitrator shall be authorized to provide all recognized remedies available in law or equity for any cause of action that has arisen between the parties. However, the arbitrator shall not have the authority to award punitive damages.

11.2 TERM. This Declaration shall continue for a term of fifty years from the date it is recorded, except as provided in Sections 10.2 and 10.3. After that fifty year period, this Declaration shall be extended automatically for successive periods of ten years, unless two-thirds of the Owners vote to change the Declaration or to terminate it, and an instrument in writing to that effect is recorded within the year preceding the beginning of the next period of ten years.

11.3 AMENDMENTS. This Declaration may be amended by an instrument in writing signed and acknowledged by a member of the Board certifying under penalty of perjury that the amendment was adopted with the required vote or written consent of the Members. The Declaration may be amended only by the vote or written consent of a majority of the voting power of the Association excluding the Declarant, in accordance with the provisions of Section 3.3B. Any amendment which affects some but not all of the Condominiums shall also require the vote or written consent of a majority of the Owners of the Condominiums affected by the amendment, in accordance with the provisions of Section 3.3B. Where a greater percentage than a majority is required to amend any provision of this Declaration, amendment of that provision shall require the vote or written consent of the prescribed percentage of the Members of the Association excluding Declarant, subject to the provisions of Section 3.3B. Any amendment must be recorded and shall become effective only upon being recorded in the Recorder's Office of the County of San Francisco. No amendment shall adversely affect the rights of the holder of any Mortgage of record recorded prior to the amendment. This Declaration may also be amended in accordance with the provisions of Civil Code Section 1356.

11.4 OWNER'S RIGHT TO IMPROVE AND OBLIGATION TO MAINTAIN AND REPAIR.¹ An Owner may make any improvements or alterations within his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Project.² Each Owner shall maintain his Unit in good condition and repair at his own expense.³ Each Owner shall keep the Exclusive Use Common Areas appurtenant to his Unit clean and neat. The Owners of Units to which yards are appurtenant shall landscape and maintain the yards at their own expense. Each Owner has the exclusive right to paint, plaster, panel, tile, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, floors, windows and doors bounding his Unit. Each Owner shall be responsible for cleaning of the interior surfaces of the windows and glass of his Unit. If an Owner fails to maintain the interior of his Unit or the Exclusive Use Common Areas appurtenant to his Unit in a manner necessary to preserve the appearance, value and sanitation of the Property, the Board may notify the Owner of the work required and request it be done within sixty days from the date of the notice. If the Owner fails

to comply with the notice, the Board shall enter the Unit pursuant to Section 5.1J, cause the work to be done, and levy an Expenditure against the Owner for the cost of the work.

11.5 OWNER'S COMPLIANCE. Each Owner shall comply with the provisions of this Declaration, the Articles, the Bylaws, the rules and regulations, and the decisions and resolutions of the Association.

All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration, the Articles or the Bylaws, shall be binding on all Owners, their successors and assigns.

11.6 NOTICES. Any notice permitted or required by the Governing Documents may be delivered either personally or by first-class or registered mail. If delivery is by mail, the notice shall be deemed delivered seventy-two hours after a copy of it has been deposited in the United States mail, postage prepaid, addressed to each Owner at the current address given by him to the Secretary of the Board or addressed to the Unit of the person if no address has been given to the Secretary.

11.7 FAIR HOUSING. No Owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or occupancy of his Unit to any person of a specified race, color, religion, ancestry, national origin, sex, marital status or physical disability.

11.8 SINGULAR AND PLURAL. The singular and plural number and masculine, feminine and neuter gender shall each include the other where the context requires.

11.9 STATUTORY REFERENCES. References to particular statutes of the State of California shall include any amendment of the statute. If a particular statute is repealed, reference to the statute shall include another statute which thereafter governs the same subject.

11.10 SEVERABILITY OF PROVISIONS. The provisions of this Declaration shall be independent and severable, and the invalidity or unenforceability of one shall not affect the validity or enforceability of the others.

11.11 CONSTRUCTION OF PROVISIONS. The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a condominium project pursuant to the provisions of Section 1350 et seq. of the California Civil Code.

11.12 INCONSISTENCY IN DEFINITIONS. If there are any inconsistencies in the definitions contained in the Declaration and the notes on the Map or the Condominium Plan, the definitions contained in the Declaration shall control.

Declarant has executed this Declaration on JUNE 21ST, 2001.

India Cove LLC, a California limited liability company

by:



Frances Doherty, member

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

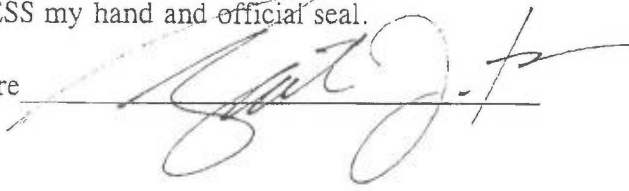
}
}SS.

On JUNE 21, 2001, before me, MARGARET J. BERLESE, personally
appeared FRANCES DOHERTY

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

WITNESS my hand and official seal.

Signature



DECLARATION FOR
828 INNES AVENUE
A MIXED-USE CONDOMINIUM PROJECT
EXHIBIT "A"

ALL that certain real property, as shown on that certain map entitled "Map of 828 Innes Avenue, a Mixed-Use Condominium Project, Being a Subdivision of Lot 5, Assessor's Block No. 4645, San Francisco, California," which map was filed for record in the Office of the Recorder of the County of San Francisco, State of California, on July 31, 20 01, in Book 69 of Condominium Maps at pages 21 through 25, inclusive.

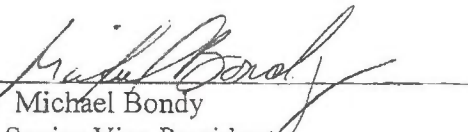
When Recorded Mail To:

CONSENT AND SUBORDINATION

The undersigned, Peninsula Bank of Commerce as Beneficiary, under that certain Deed of Trust dated June 1, 1998, recorded June 4, 1998, Instrument No.98-G362272-00, Book H147, Page 0056, Official Records of the County Recorder of the County of San Francisco, executed by Patrick Doherty and Frances Doherty, Husband and Wife, as Joint Tenants, as Trustor, with Peninsula Real Estate Corporation, as Trustee, does hereby consent to the execution and recordation of the attached Declaration of Restrictions and does hereby subordinate said Deed of Trust to said Declaration of Restrictions, to the same extent and with the same force and effect as if said Declaration of Restrictions had been executed and recorded prior to the execution and recordation of said Deed of Trust.

The undersigned has executed this Consent and Subordination this 19th day of June, 2001, .

Beneficiary: Peninsula Bank of Commerce

By: 
name: Michael Bondy
Senior Vice President.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

SS.

On June 19, 2001, before me, Andrea M. Kaeo, Notary Public

Date

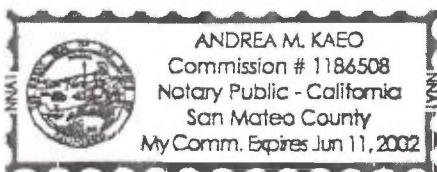
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Michael Bondy

Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Andrea M. Kaeo
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Consent and Subordination

Document Date: June 19, 2001

Number of Pages: 1

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer

Signer's Name: Michael Bondy

- ☐ Individual
☒ Corporate Officer — Title(s): Senior Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Peninsula Bank of Commerce



Kevin Frederick

Subject: FW: 828 Innes Avenue Owners Association - Account Executive Change/Introduction
Attachments: Underwriting Guidelines - Building Pac (LRO).pdf

From: Aletha Coffey <Acoffey@cal-insure.com>
Sent: Friday, February 8, 2019 11:41 AM
To: Michelle Lyn <michelle@oceanbeachmanagement.com>
Subject: RE: 828 Innes Avenue Owners Association - Account Executive Change/Introduction

Good Morning Michelle,

Per our conversation, I checked with the carrier about the possible new commercial tenant and they advised the following. Unfortunately, this tenant being placed in the commercial space would make the current carrier get off the risk and make the Association's insurance costs go up.

Attached is a copy of the Select Travelers Underwriting Guidelines for Building Pac or Building Pac Plus accounts. You can scroll down to the last page to view ineligible operations, products or services for Building Pac.

Please note, my normal business hours are from 7 a.m. to 3:45 p.m. M-F, with every other Friday off.

Best Regards,

Aletha Coffey

Account Manager

License: 0E76437

CAL Insurance & Associates, Inc

2311 Taraval Street

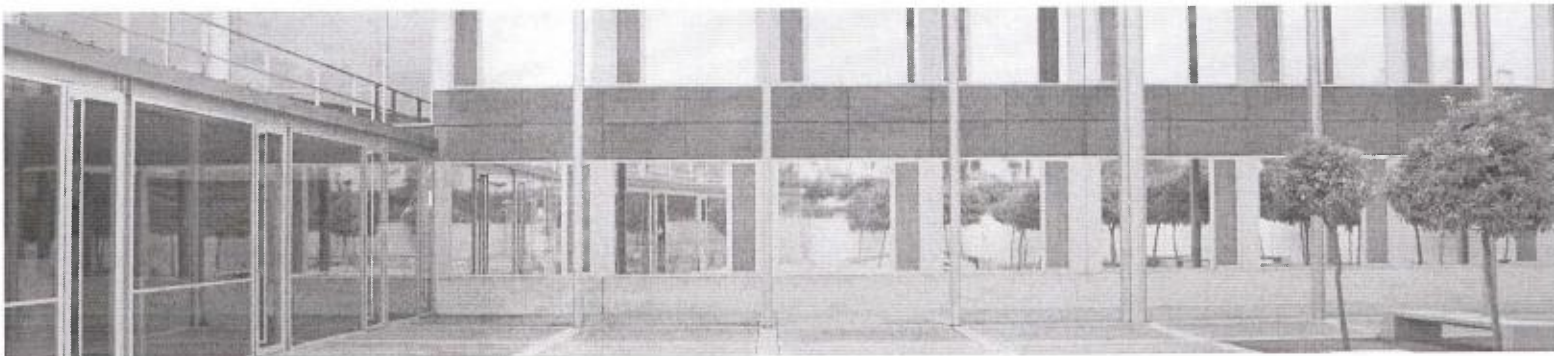
San Francisco, CA 94116

www.cal-insure.com <<http://www.cal-insure.com/>>

Ph : 415-680-2127 | F : 415-661-2254

acoffey@cal-insure.com <<mailto:acoffey@cal-insure.com>>

EXHIBIT B



Underwriting guidelines

BUILDING

Local exceptions to these underwriting guidelines may apply.

Please consult with your underwriter or sales executive for details and to discuss risks which exceed the following guidelines:

Building PacSM risks will typically have:

- Up to \$5 million total insured values (building and business personal property) at each building
- Less than six locations
- Buildings less than seven stories

Businesses that exceed any of the above thresholds should be considered for placement in **Building Pac PlusSM**.

Please consult with your underwriter if the total insured values per account exceed \$50 million or if there are more than 15 locations.

Underwriting guidelines for **Building Pac** and **Building Pac Plus**

Building and general liability coverage is required. One hundred percent insurance-to-value is required.

Eligible operations are businesses specifically listed in the classification section.

Buildings must be wholly leased to others, with less than 10% occupancy by owner for rental or building maintenance. All buildings must sustain a minimum occupancy rate of 80%.

Loss experience

The business must have favorable loss experience for property and general liability.

- Favorable loss experience is defined as:
No more than three losses in the last four years; and/or no large losses; and/or no weather-related losses.

Prior carrier

The business should have had continuous insurance coverage for the last three years, with no cancellations by the insurer(s) or non-renewals (for other than market withdrawals or transfers within an insurer company group).

Property underwriting guidelines

Adequate detection and protection devices for fire and theft must be in place.

- Central Station fire alarms are preferred
- Risks with sprinkler systems are preferred
- If protective devices are in place on the premises, the policy will be endorsed with a Protective Safeguards endorsement describing the protective device and requiring that the company be notified of any suspension, impairment or failure to maintain the device

No cited violations of fire, health (if applicable) or life safety codes.

All owned buildings should be fully occupied, with no seasonal occupancies. Seasonal is defined as any occupancies open less than eight months of the year. All tenants must meet underwriting requirements. Please see the appropriate segment underwriting guidelines based on the tenant occupancy.

A list of building occupancies is required.

The plumbing, HVAC, wiring and roof must have been updated in the past 30 years. No aluminum wiring may be present.

Unsprinklered open areas must not exceed 10,000 square feet.

Liability underwriting guidelines

Tenants must maintain general liability insurance with limits at least equal to the insured's primary General Liability limit of insurance. Tenants must name building owners as an Additional Insured.

Business income for business segment

Business income and extra expense coverage is included for **Building Pac** and automatically includes rental value.

Coverage applies on an actual loss sustained basis for up to 12 consecutive months. Coverage may be written on a policy or location level basis for any dollar limit without the 12-month limitation.

For **Building Pac Plus**, business income and extra expense coverage is optional. When selected, the coverage includes rental value and may be written with a policy or location level dollar limit. The dollar limit is based on 80% of annual rents and may be modified.

Classifications for Building

These classifications apply to buildings owned by the insured and wholly leased to others. Select the classification that best describes the occupancy of the building. A landlord protective liability credit may be applicable when the building tenant is fully responsible for premises liability (please consult with your underwriter).

Description	Pac Program Code	Pac Plus Program Code	Eligible SIC
Apartment mercantile <ul style="list-style-type: none"> A maximum of four apartment units are eligible. An additional liability charge is required Apartment occupancies exceeding 75% of total building area (see apartment segment) Buildings greater than 50 years old are ineligible Commercial cooking occupancies are ineligible Lobby and hallway furnishings owned by the insured are included in building coverage CG D0 76 – Exclusion – Lead is mandatory CG D2 37 – Exclusion – Real Estate Development Completed Operations is mandatory Building Owners Endorsement is available as an option 	410	L1A	6512
Garages and gas stations <ul style="list-style-type: none"> Applies to buildings wholly occupied by gas stations or vehicle repair garages Sprinkler system must be maintained and inspected by a qualified sprinkler contractor Building must have been constructed for current occupancy No habitational occupancy No lessors of truck stops If the building owner is responsible for insuring underground fuel tanks, the value of the tanks should be included in the building limit CG D2 37 – Exclusion – Real Estate Development Completed Operations is mandatory Building Owners Endorsement is available as an option 	416	L1B	6512

Description	Pac Program Code	Pac Plus SM Program Code	Eligible SIC
Manufacturing, processing, contracting <ul style="list-style-type: none"> Sprinkler system must be maintained and inspected by a qualified sprinkler contractor Building must have been constructed for current occupancy No habitational occupancy Please consult with your underwriter for new business Primary operations in frame construction are ineligible Primary operations in joisted masonry and/or light non-combustible located in protection class 8, 9 and 10 are ineligible CG D2 37 – Exclusion – Real Estate Development Completed Operations is mandatory Building Owners Endorsement is available as an option 	414	L1C	6512
Mercantile <ul style="list-style-type: none"> Applies to buildings with four or less mercantile tenants or no separate parking area designated for tenants' customers; see Shopping Centers if there are five or more mercantile tenants and separate parking area designated for tenants' customers None of the following: <ul style="list-style-type: none"> Habitational occupancies Movie theaters Lobby and hallway furnishings owned by the insured are included in building coverage CG D2 37 – Exclusion – Real Estate Development Completed Operations is mandatory Building Owners Endorsement is available as an option 	413	L1D	6512
Office <ul style="list-style-type: none"> Office tenants must occupy at least 50% of the building; refer to mercantile classification if office tenants occupy less than 50% of the building A maximum of two apartment units are eligible. An additional liability charge is required Lobby and hallway furnishings owned by the insured are included in building coverage CG D2 37 – Exclusion – Real Estate Development Completed Operations is mandatory Building Owners Endorsement is available as an option Garagekeepers coverage is available as an option, for insureds providing parking garages for tenant use 	415	L1F	6512
Religious use <ul style="list-style-type: none"> Applies to buildings whose predominant occupancy is for religious use A maximum of four apartment units are eligible. An additional liability charge is required Lobby and hallway furnishings owned by the insured are included in building coverage CG T4 90 – Abuse or Molestation Exclusion is mandatory CG D2 37 – Exclusion – Real Estate Development Completed Operations is mandatory Building Owners Endorsement is available as an option 	417	L1G	6512

Description	Pac Program Code	Pac Plus Program Code	Eligible SIC
Shopping centers <ul style="list-style-type: none"> Applies to strip buildings with five or more mercantile tenants and separate parking area designated for tenants' customers Refer to the Mercantile classification if there are fewer than five mercantile tenants or no parking area An additional liability charge for parking lots is required A maximum of two apartment units are eligible. An additional liability charge is required Movie theaters are ineligible CG D2 37 – Exclusion – Real Estate Development Completed Operations is mandatory Building Owners Endorsement is available as an option 	411	L1E	6512

Ineligible operation, product or services for Building

Risks with the following exposures, products or operations should not be written as **Building Pac** or **Building Pac Plus** accounts:

Ineligible operations:

- Tenants who process, handle or distribute marijuana
- Paper, wood, plastic or textile manufacturing or wholesale occupants in Non-Sprinklered, Joisted Masonry or Light Non-Combustible locations
- Manufacturing or wholesale in frame buildings
- Manufacturing or wholesale in protection class 8, 9 or 10

Ineligible occupants or services:

- Adult entertainment
- Agriculture/farm operations
- Arenas or stadiums
- Armed security guards
- Assisted living facilities/senior living facilities, including assisted living and independent living (excluding active adult (e.g. 55+) communities)
- Bars, taverns or night clubs
- Bowling alleys
- Check cashing
- Commercial parking lots or garages
- Concert venues
- Correctional facilities
- Dance studios, fitness centers – without proper risk transfer

- Day care centers – without proper risk transfer
- Dwellings
- Firearms, guns and ammunition; repair, sales or servicing
- Flea markets
- Halls
- Hookah bars, lounges and cafes (establishments where customers smoke flavored tobacco through a water pipe). Also known as Shisha bars
- Hospitals
- Hotels
- LPG tanks or equipment – repair, sales or servicing
- Nursing homes or chronic care facilities
- Parking garages if sole operation
- Pawn shops
- Rehabilitation facilities or halfway houses
- Salvage or wrecking operations
- Schools (excluding barber, or "learning centers")
- Skating rinks
- Theaters, including movie theaters if sole occupant
- Truck stops
- Warehouses, private or public (warehousing of others' goods)
- Welfare or social services offices



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The Travelers Indemnity Company and its property casualty affiliates. One Tower Square, Hartford, CT 06183

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