

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
JULIA WESTERLING and CHRISTINA SIADAT,)
Appellant(s))
vs.)
DEPARTMENT OF BUILDING INSPECTION,)
Respondent)

Appeal No. **21-062**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on July 6, 2021, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on June 21, 2021 to Clay Hill HOA, of an Alteration Permit (Revision to PA 202007089807; reduction of scope for east wall improvements: No change to building envelope; replace redwood siding; repair damaged framing as needed; add 5/8" plywood and hold downs for voluntary seismic improvement; install new windows in existing openings) at 1250 Clay Street.

APPLICATION NO. 2021/0621/2867

FOR HEARING ON August 18, 2021

Address of Appellant(s):

Address of Other Parties:

<p>Julia Westerling and Christina Siadat, Appellant(s) 2010 Farrell Avenue Redondo Beach, CA 90278</p>	<p>Clay Hill HOA, Determination Holder(s) c/o Justin Zucker, Attorney for Determination Holder(s) Reuben, Junius & Rose, LLP One Bush Street, Suite 600 San Francisco, CA 94104</p>
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Date Filed: July 6, 2021

**CITY & COUNTY OF SAN FRANCISCO
BOARD OF APPEALS**

PRELIMINARY STATEMENT FOR APPEAL NO. 21-062

I / We, **Julia Westerling**, hereby appeal the following departmental action: **ISSUANCE** of **Alteration Permit No. 202106212867** by the **Department of Building Inspection** which was issued or became effective on: **June 21, 2021**, to: **Clay Hill HOA**, for the property located at: **1250 Clay Street**.

BRIEFING SCHEDULE:

The Appellant may, but is not required to, submit a one page (double-spaced) supplementary statement with this Preliminary Statement of Appeal. No exhibits or other submissions are allowed at this time.

Appellant's Brief is due on or before: 4:30 p.m. on **July 29, 2021**, (**no later than three Thursdays prior to the hearing date**). The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy should be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, scott.sanchez@sfgov.org, alvin@bancalsf.com, jonathan@elevationarchitects.com

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **August 12, 2021**, (**no later than one Thursday prior to hearing date**). The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy should be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, scott.sanchez@sfgov.org and jw_public@verizon.net

The Board's physical office is closed to the public and hard copies of the brief do NOT need to be submitted.

Only photographs and drawings may be submitted by the parties at the hearing.

Hearing Date: **Wednesday, August 18, 2021, 5:00 p.m.**, via Zoom. Information for access to the hearing will be provided before the hearing date.

All parties to this appeal must adhere to the briefing schedule above, however if the hearing date is changed, the briefing schedule MAY also be changed. Written notice will be provided of any change to the briefing schedule.

In order to have their documents sent to the Board members prior to hearing, **members of the public** should email all documents of support/opposition no later than one Thursday prior to hearing date by 4:30 p.m. to boardofappeals@sfgov.org. Please note that names and contact information included in submittals from members of the public will become part of the public record. Submittals from members of the public may be made anonymously.

Please note that in addition to the parties' briefs, any materials that the Board receives relevant to this appeal, including letters of support/opposition from members of the public, are distributed to Board members prior to hearing. All such materials are available for inspection on the Board's website at www.sfgov.org/boa. You may also request a copy of the packet of materials that are provided to Board members at a cost of 10 cents per page, per S.F. Admin. Code Ch. 67.28.

The reasons for this appeal are as follows:

See attachment to the preliminary Statement of Appeal.

Appellant or Agent (Circle One):

Signature: Via Email

Print Name: Julia Westerling

This is an appeal of Building Permit 202106212867.

On June 28, we learned the Permit Set Plans (6.21.21) are different from the previously agreed upon, "final" plans (6.16.21).

The Permit addresses repair of the East wall of 1250 Clay St; to include replacement of existing windows. We don't believe the plans provide all requirements of:

"Existing Property Line Windows... 5. ... Exception".

(see attachment for full text)

Previously permitted windows are allowed to remain if

"The new rough opening is of the same dimensions and in the same location on the wall as the existing condition."

Contrary to an agreement reflected in "final" plans dated 6.16.21, #205 living room window dimensions changed on 6.21.21.

location	existing dimension	area sq in	proposed dimension	area	increase/loss square inches
#205 living	72 x 56 =	4032	72 x 54 =	3888	-144

In addition, the window style for all bathrooms & #105 kitchen -- changed from awning to slider.

And lastly,

"A scaled, single line drawing showing the existing interior elevation... with dimensions for the overall wall, window size, sill height &c. ..." is absent.

I'm particularly interested in maintaining the existing sill height in the bathrooms. I view these line drawings as critical to maintaining the sill height.

Permit Details Report**Report Date:** 7/5/2021 5:34:32 PM

Application Number: 202106212867

Form Number: 8

Address(es): 0214 / 030 / 0 1250 CLAY ST

0214 / 050 / 0 1250 CLAY ST

0214 / 070 / 0 1250 CLAY ST

Description: Revision to PA 202007089807. Reduction of scope for east wall improvements: No change to bldg envelope. Replace redwood siding. Repair damaged framing as needed. Add 5/8" plywood and hold downs for voluntary seismic improvement. Install new windows in existing openings.

Cost: \$1.00

Occupancy Code: R-2

Building Use: 24 - APARTMENTS

Disposition / Stage:

Action Date	Stage	Comments
6/21/2021	TRIAGE	
6/21/2021	FILING	
6/21/2021	FILED	
6/21/2021	APPROVED	
6/21/2021	ISSUED	

Contact Details:**Contractor Details:**

License Number: 880789

Name: BARRY MC SHANE

Company Name: AMBER - TRU CONSTRUCTION INC.

Address: 633 29TH AV * SAN FRANCISCO CA 94121-0000

Phone:

Addenda Details:**Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	BID-INSP	6/21/21	6/21/21			6/21/21	BIRMINGHAM KEVIN	
2	INTAKE	6/21/21	6/21/21			6/21/21	LEE ERIC	
3	BLDG	6/21/21	6/21/21			6/21/21	CHAN JOSEPH	06/21/21: APPROVED. ROUTE TO BSM.
4	SFFD	6/21/21	6/21/21			6/21/21	MANN KERRY	N/A, plans returned to customer.
5	DPW-BSM	6/21/21	6/21/21			6/21/21	KEVIN LI	APPROVED 6/21/21: No alteration or reconstruction of City Right-of-Way under this permit. KL
6	CPB	6/21/21	6/21/21			6/21/21	GUTIERREZ NANCY	

This permit has been issued. For information pertaining to this permit, please call 628-652-3450.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
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Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

[Station Code Descriptions and Phone Numbers](#)
[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

If you need help or have a question about this service, please visit our FAQ area.

BRIEF SUBMITTED BY THE APPELLANT(S)

This is an appeal of Building Permit 202106212867.

The Permit addresses repair of the East wall of 1250 Clay St. and includes replacement of existing Property Line windows. (See East wall photoⁱ)

On June 28, we learned the "Permit Set" plansⁱⁱ (06.21.21) are different from the previously agreed upon, "final" plansⁱⁱⁱ (06.15.21 internal date) . These changes inspired a thorough review of the "Permit Set" plans.

We don't believe the "Permit Set" plans satisfy all conditions of:

"Existing Property Line Windows... 5. ... Exception"^{iv}

In particular,

1) *"A scaled, single line drawing showing the existing interior elevation... with dimensions for the overall wall, window size, sill height &c. ..."* is absent.

We are especially interested in maintaining the existing sill height in the bathrooms. We view these line drawings as critical to maintaining the bathroom sill height.

2) Previously permitted windows are allowed to remain if :

"The new rough opening is of the same dimensions and in the same location on the wall as the existing condition." A smaller window in the same "rough opening" is allowed.

In the "Permit Set" plans, the bathroom windows of #105 and #205 are enlarged to match the dimensions of #305 bathroom.

location	existing dimension	area sq in	proposed dimension	area sq in	increase/loss square inches
#205 bath	36 x 20 =	720	36 x 24 =	864	+144
#105 bath	42 x 20 =	840	36 x 24 =	864	+ 24

(Note: above dimensions are those associated with "Permit Set" plans' window photos.)

Enlargement of existing “rough openings” is excluded during the replacement of Property Line windows as “*The new rough opening is of the same dimensions and in the same location on the wall as the existing condition.*” And, as there is no documentation of existing window locations in the "Permit Set" plans, the windows could be relocated.

3) The window style for all bathrooms and #105 kitchen changed from awning style to slider. This change, the HOA architect reported, was required as the windows need to be “within the plane of the building” as the assumed/imaginary property line is the edge of the 1250 building. We regard hopper style windows -- which satisfy the building plane requirement -- as much preferable to sliders. Hoppers, like awning style windows, are a single panel and don't have a vertical bar down the middle of the window. Hoppers open into the building where awnings open out into the adjacent space and, in this instance, across the assumed/imaginary property line.

4) The "existing window measurements" as photographed by an individual not schooled in the task are extremely difficult to read and are inaccurate. (See Measurements Blowups.jpg) ^ We believe the measurements, like “As Built” drawings, should be performed by a licensed professional.

Lastly, contrary to a verbal understanding received during 03.23.21 meeting – that all #205 windows would retain existing shape and location -- #205 living room window proposed dimensions have not been updated to reflect the existing window dimensions.

location	existing dimension	area sq in	proposed dimension	area sq in	increase/loss square inches
#205 living	72 x 56 =	4032	72 x 54 =	3888	-144

(Note: above dimensions are those associated with “Permit Set” plans’ window photos.)

We have undertaken the following to address the shortfalls:

Requested meetings and suggested alternatives to the HOA Board, HOA architect and contractor to resolve our differences. Our requests, suggestions have frequently been ignored, refused, made difficult^{vi}.

Hired a licensed architect who, using unit #105 as a starting point, has

- taken measurements of existing windows and their locations with a laser measuring device
- prepared line drawings of existing windows
- developed drawings of proposed windows within existing "rough openings"

To honor the HOA interest in window uniformity, the proposed windows include:

- reducing #105 bath window to match #205
- maintaining #105 kitchen window at existing size to match the Southern panels of #205 and #305 windows
- making all bath and #105 kitchen windows hopper style

See: 1250-CLAY-ONDAROSA-SET.pdf^{vii}

DRAWING INDEX
A-1 SITEPLAN
A-2 (E) WALL ELEVATION & PLAN
A-3 (E) EAST ELEVATION
A-4 PROPOSED EAST ELEVATION
A-5 DETAILED (E) WALL FRAMING

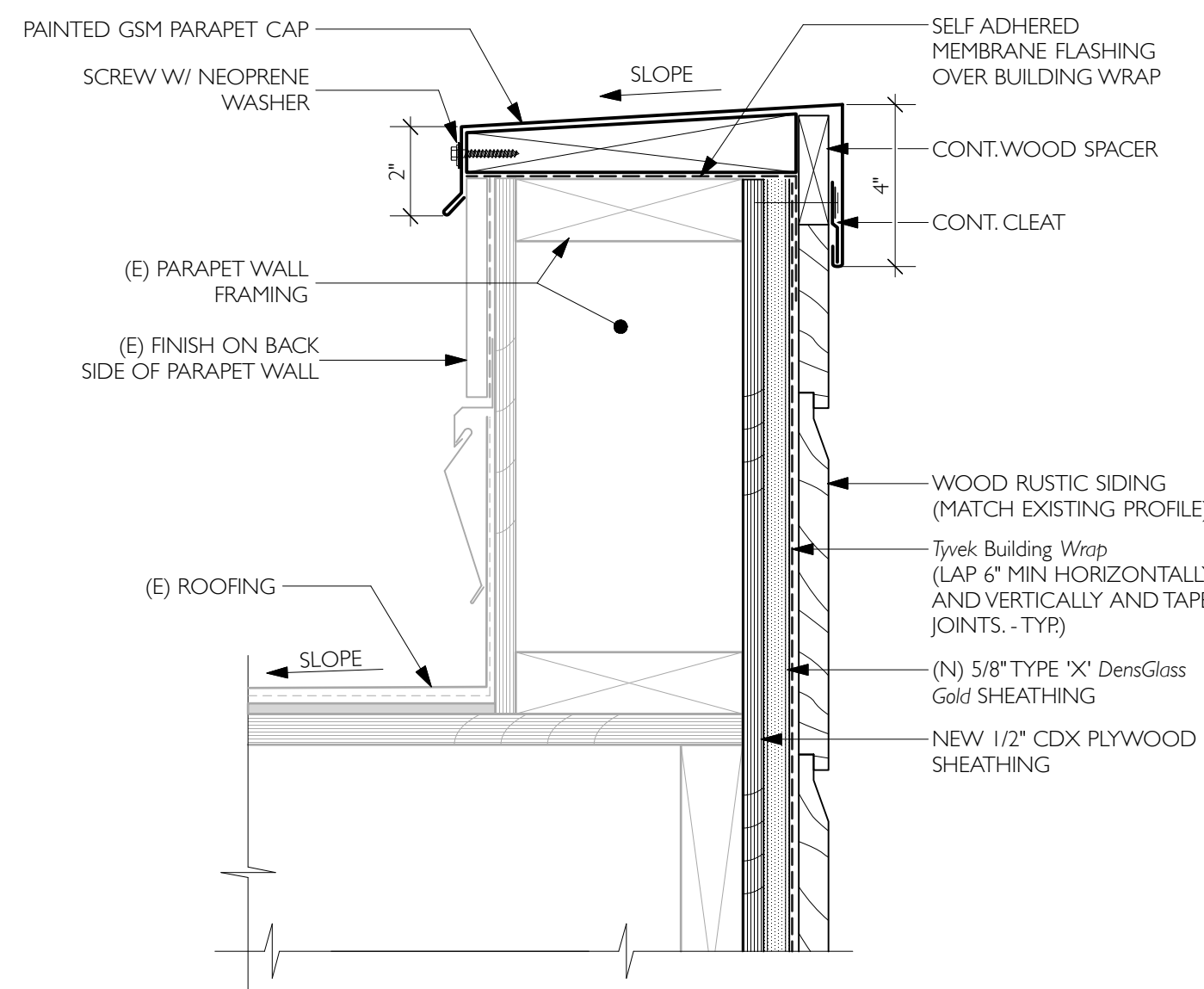
We hope to have documents as above for all three (3) units #105, #205 and #305.

We request these new documents be included as addenda to the existing "Permit Set" with the hope that will enable a prompt start of the repair project. If required, we request these changes be reflected in the "Permit Set" drawings.

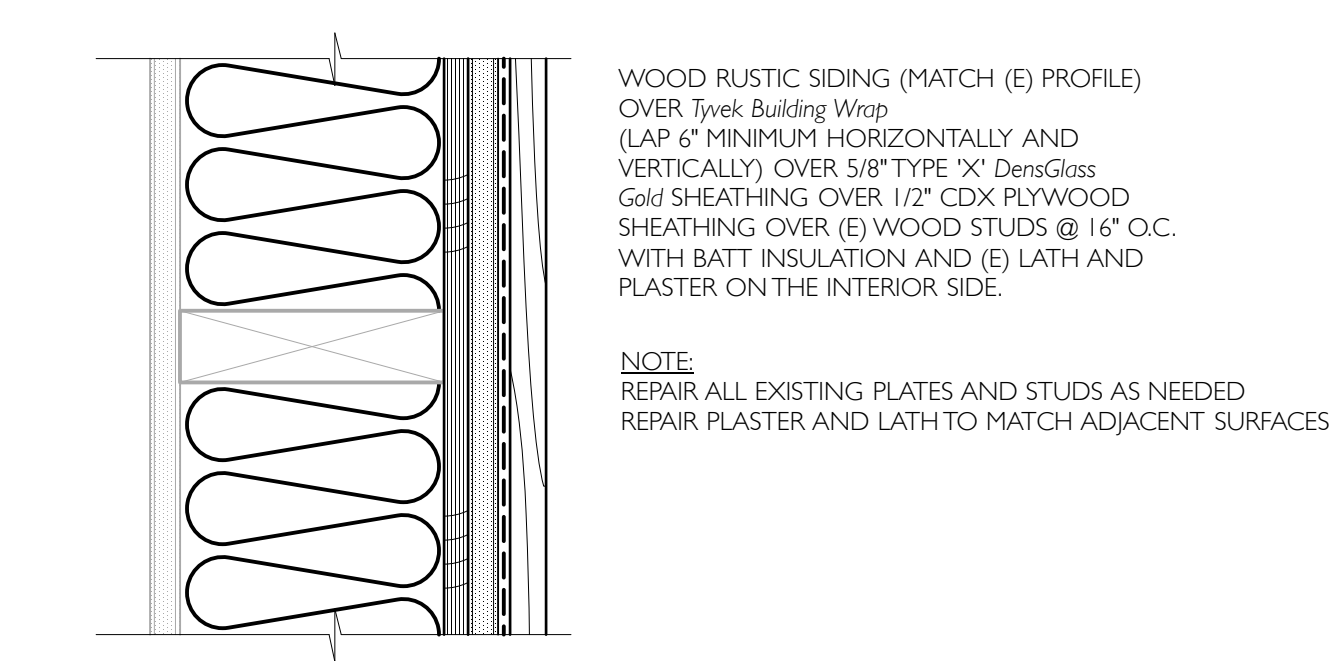
- i EAST-ELEVATION.jpg
- ii 1250 Clay Permit Issue Set 6.21.21.pdf
- iii 1250 Clay - Replacement Permit 6.16.21c.pdf
- iv Existing Property Line Windows - Frequently Asked Questions About Repair or Replacement.pdf
- v Measurements Blowups.jpg
- vi Appeal-21-062-chronology.pdf
- vii 1250-CLAY-ONDAROSA-SET.pdf

CLAYHILL CONDOMINIUMS

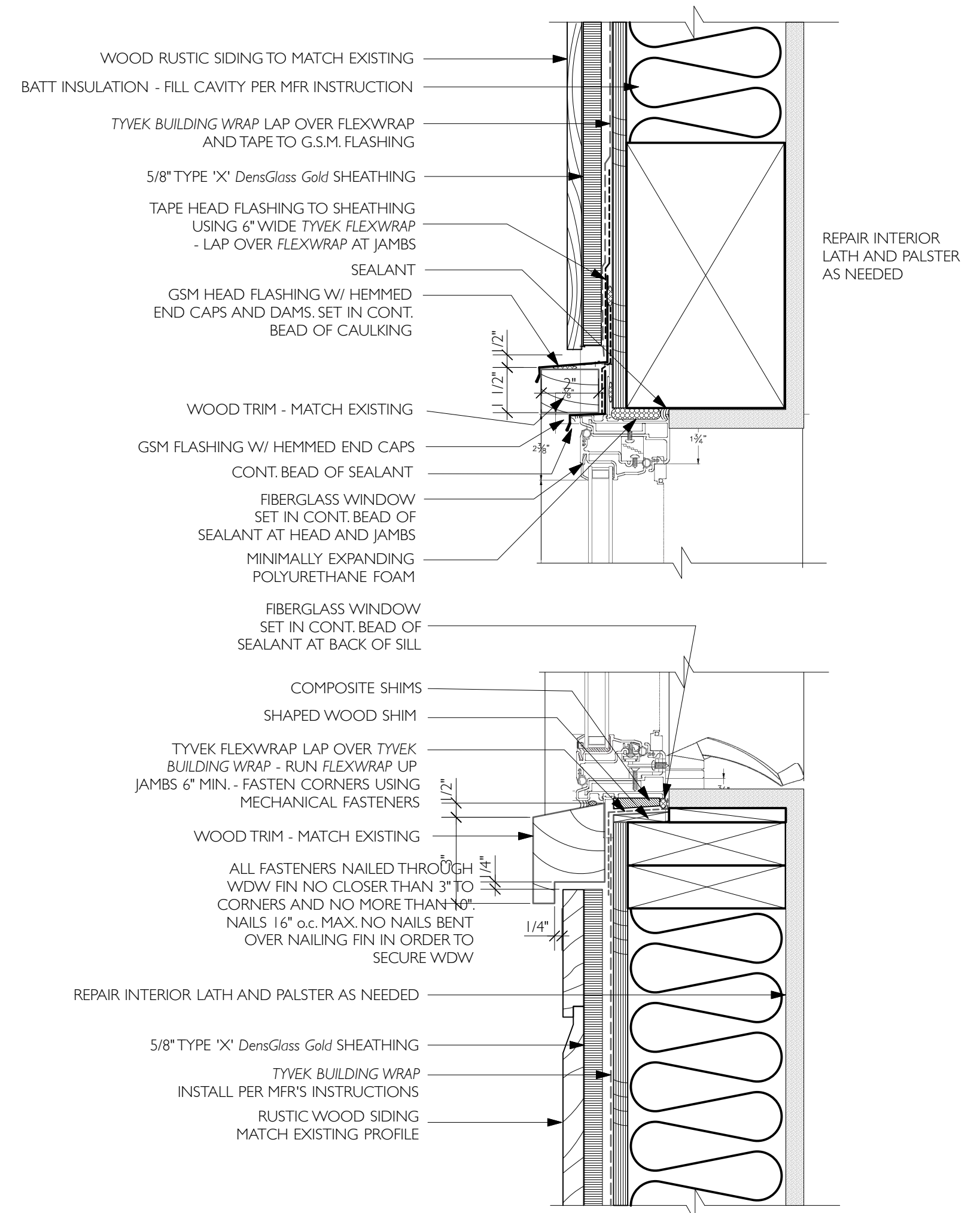
1250 CLAY STREET, SAN FRANCISCO, CA 94108



2 PARAPET CAP
Scale: 3" = 1'-0"



3 EXTERIOR WALL ASSEMBLY
Scale: 3" = 1'-0"



4 WINDOW - HEAD AND SILL
Scale: 3" = 1'-0"

GENERAL NOTES

1. THESE DRAWINGS CONSTITUTE A PORTION OF THE CONTRACT DOCUMENTS AS DEFINED IN AIA DOCUMENT A201, THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. REFER TO PROJECT MANUAL.
2. IN BEGINNING WORK, CONTRACTOR ACKNOWLEDGES THOROUGH FAMILIARITY WITH THE BUILDING SITE CONDITIONS, WITH THE DRAWINGS AND SPECIFICATIONS, WITH THE DELIVERY FACILITIES AND ALL OTHER MATTERS AND CONDITIONS WHICH MAY AFFECT THE OPERATIONS AND COMPLETION OF THE WORK AND ASSUMES ALL RISK. CONTRACTOR TO VERIFY SURVEY DIMENSIONS BEFORE COMMENCING WORK. CONTRACTOR SHALL REPORT, AT ONCE, TO THE ARCHITECT ANY ERROR, INCONSISTENCY OR OMISSION THAT MAY BE DISCOVERED AND CORRECT AS DIRECTED, IN WRITING, BY THE ARCHITECT.
3. BY ACCEPTING AND USING THESE DRAWINGS, CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE SAFETY CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ARCHITECT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE ARCHITECT OR ANY UNAUTHORIZED PERSON ON THE SITE WITHOUT PERMISSION OF THE CONTRACTOR.
4. ARCHITECT AND OWNER WILL NOT BE RESPONSIBLE FOR ANY CHANGES IN PLANS, DETAILS OR SPECIFICATIONS UNLESS APPROVED IN WRITING IN ADVANCE OF CONSTRUCTION.
5. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE MADE COMPLETELY RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS SHOWN AND A WRITTEN CHANGE ORDER REQUEST SHALL BE ISSUED BEFORE MAKING ANY CHANGES AT THE JOB SITE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ANY AND ALL EXISTING UNDERGROUND UTILITIES. ALL DAMAGE TO SUCH SHALL BE REPAIRED AT CONTRACTOR EXPENSE.
7. CONTRACTOR TO PROVIDE BRACING AND SUPPORT AS REQUIRED TO MAINTAIN THE INTEGRITY AND SAFETY OF THE EXISTING STRUCTURE AND ADJACENT STRUCTURE(S) AS NECESSARY.
8. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CMU OR CENTERLINE OF STEEL, UNLESS OTHERWISE NOTED.
9. ALL EXISTING WALLS, FLOORS AND CEILING AT REMOVED, NEW OR MODIFIED CONSTRUCTION SHALL BE PATCHED AS REQUIRED TO MAKE SURFACES WHOLE, SOUND AND TO MATCH EXISTING ADJACENT CONSTRUCTION, EXCEPT AS OTHERWISE NOTED.
10. ALL WORK SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL BUILDING CODES AND SAFETY ORDINANCES IN EFFECT AT THE PLACE OF BUILDING.
11. ALL DRAWINGS, SPECIFICATIONS AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE COPYRIGHTED DOCUMENTS AND SHALL REMAIN THE PROPERTY OF ELEVATION ARCHITECTS. THESE DOCUMENTS ARE THE INSTRUMENTS OF SERVICE AND AS SUCH, SHALL REMAIN THE PROPERTY OF ELEVATION ARCHITECTS WHETHER THE PROJECT FOR WHICH THEY ARE INTENDED IS EXECUTED OR NOT. THESE DOCUMENTS SHALL NOT BE USED BY ANYONE FOR OTHER PROJECTS, ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS EXCEPT AS AGREED IN WRITING BY ELEVATION ARCHITECTS AND WITH APPROPRIATE COMPENSATION.

SUBMISSION OR DISTRIBUTION TO MEET OFFICIAL REGULATORY REQUIREMENTS OR FOR OTHER PURPOSES IN CONNECTION WITH THE PROJECT IS NOT TO BE CONSTRUED AS PUBLICATION IN DEROGATION OF THE ARCHITECT'S COMMON LAW COPYRIGHT OR OTHER RESERVED RIGHTS.

12. THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS THROUGHOUT THE EXECUTION OF THE PROJECT TO PREVENT AIRBORNE DUST DUE TO THE WORK. MAINTAIN WORK AREAS CLEAN AND FREE FROM UNDUE ENCUMBRANCES AND REMOVE SURPLUS MATERIALS AND WASTE AS THE WORK PROGRESSES.

13. IT IS THE INTENT OF THESE DOCUMENTS TO FULLY COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS. WHERE A REQUIREMENT IS IN CONFLICT, THE MORE STRINGENT REQUIREMENT SHALL GOVERN. WHERE DIMENSIONS, SLOPE GRADIENTS AND OTHER CRITICAL CRITERIA ARE NOTED, THEY ARE TO BE ADHERED TO EXACTLY UNLESS NOTED AS APPROXIMATE. CONTRACTOR'S FAILURE TO COMPLY WITH ANY PROVISION DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS RELATED TO THESE ACCESSIBILITY LAWS AND CODES WILL REQUIRE CORRECTION, AT CONTRACTOR'S EXPENSE. WHERE MAXIMUM DIMENSIONS AND SLOPE GRADIENTS ARE NOTED, NO EXCEPTION WILL BE MADE FOR EXCEEDING THESE REQUIREMENTS.

TABLE OF CONTENTS

- A-1 COVER SHEET / DETAILS
- A-2 PLANS / PHOTOS / ELEVATIONS

PERMITS

- OVER-THE-COUNTER (OTC) BUILDING PERMIT
- REPLACEMENT TO ISSUED PERMIT: 2020.0708.9807

APPLICABLE CODES

- 2019 CALIFORNIA BUILDING CODE (CBC)
- 2019 CALIFORNIA MECHANICAL CODE (CMC)
- 2019 CALIFORNIA PLUMBING CODE (CPC)
- 2019 CALIFORNIA ELECTRICAL CODE (CEC)
- 2019 CALIFORNIA FIRE CODE (CFC) WITH CITY OF SAN FRANCISCO AMENDMENTS
- CURRENT NFPA 113
- 2019 CALIFORNIA ENERGY CODE
- 2019 SAN FRANCISCO BUILDING CODE

SCOPE OF WORK:

- REPAIR EXISTING EXPOSED EAST EXTERIOR WALL:
 - REMOVE EXISTING RUSTIC SIDING AND WINDOWS
 - REPAIR EXISTING WALL FRAMING AS NEEDED
 - EXISTING STUDS & INTERIOR FINISHES TO REMAIN
 - NEW INSULATION, BUILDING WRAP, PLYWOOD AND RUSTIC SIDING
 - NEW WINDOWS, REPLACE IN-KIND IN EXISTING LOCATIONS
 - NEW REDWOOD RUSTIC SIDING
 - NO CHANGE IN BUILDING ENVELOPE

PLANNING DEPARTMENT NOTES

PROJECT LOCATION: 1250 CLAY STREET
 BLOCKLOTS: 0214/030 (UNIT 105), 0214/050 (UNIT 205) & 0214/070 (UNIT 305)
 ZONING: RM-3
 EXISTING BUILDING USE: 24-UNIT RESIDENTIAL (3 UNITS AFFECTED BY EXTERIOR ALTERATIONS)
 PROPOSED BUILDING USE: NO CHANGE

SETBACKS:

- FRONT - NO CHANGE
- SIDE - NO CHANGE
- REAR - NO CHANGE

HEIGHT & BULK: 65-A
 EXISTING BUILDING HEIGHT: NO CHANGE
 PARKING: NO CHANGE
 USABLE OPEN SPACE: NO CHANGE

BUILDING DEPARTMENT NOTES

OCCUPANCY CLASSIFICATION: R-2
 CONSTRUCTION TYPE: 3 FLOORS OF V-B OVER 1 FLOOR OF I-A
 NUMBER OF FLOORS: 3 FLOORS OVER BASEMENT PARKING

NO CHANGES WILL BE MADE TO EXISTING OCCUPANCY CLASSIFICATION, CONSTRUCTION TYPE, NUMBER OF FLOORS OR ROOF HEIGHT.

UNIT SUMMARY

UNIT 105 (LOT 030):	575 SF	1 BEDROOM/1 BATH	(NO CHANGE)
UNIT 205 (LOT 050):	575 SF	1 BEDROOM/1 BATH	(NO CHANGE)
UNIT 305 (LOT 070):	575 SF	1 BEDROOM/1 BATH	(NO CHANGE)

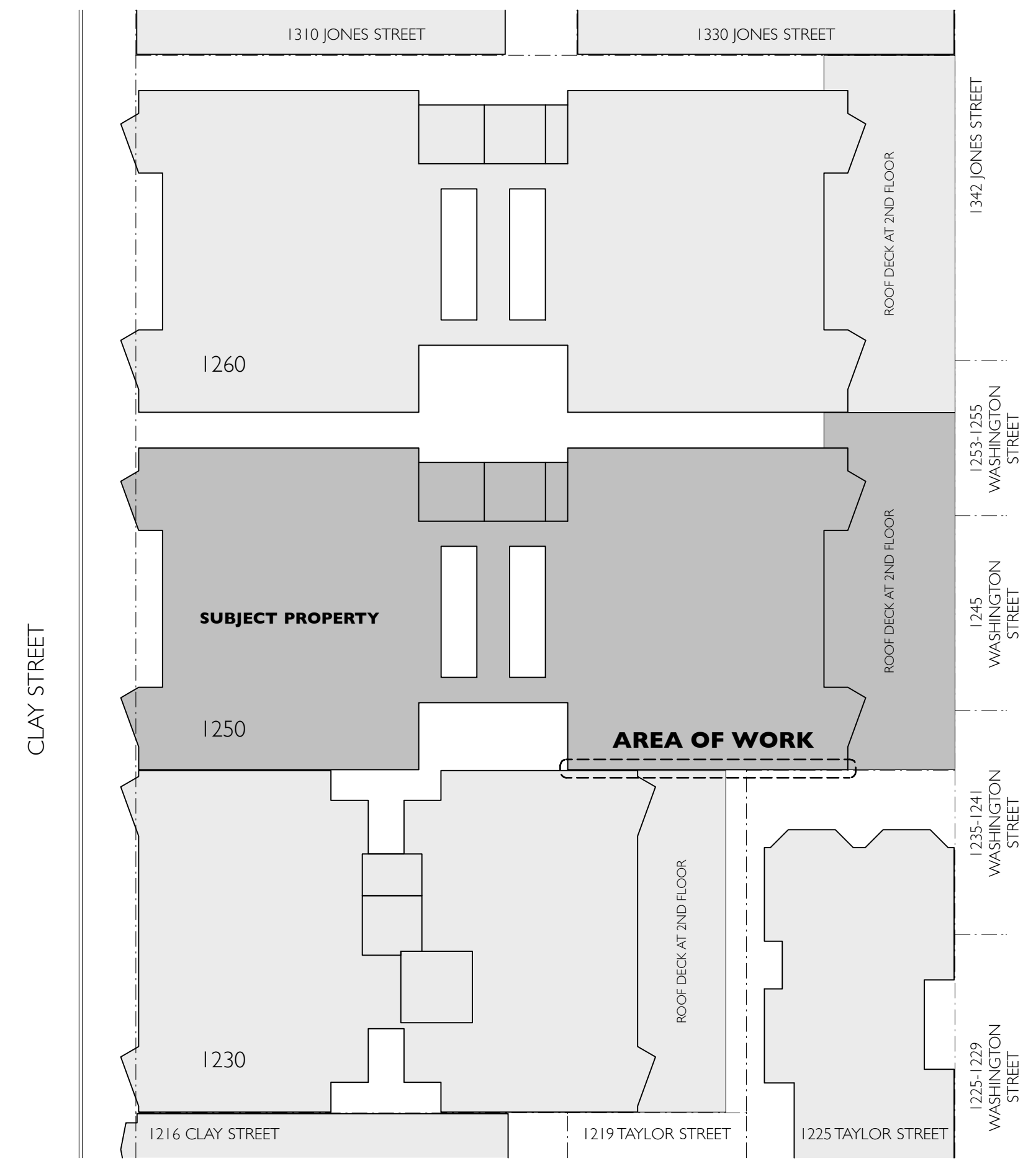
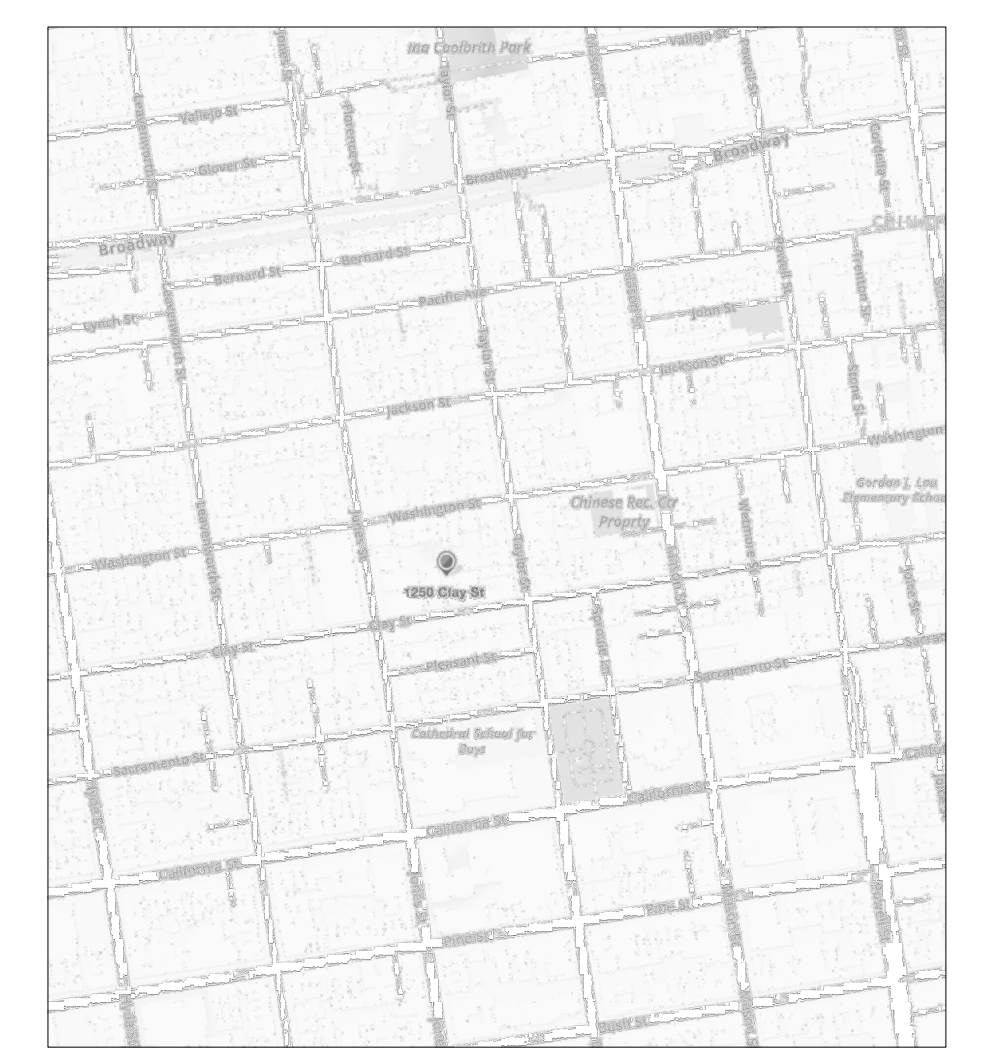
PROJECT TEAM

Home Owners Association:
 Clay Hill Condominium Home Owners Association
 c/o BanCal Property Management
 220 Jackson Street, Suite 300
 San Francisco, CA 94111
 Contact: Alvin Donaie, Community Association Manager
 415.397.1044
 alvin@bancafs.com

Architect:
 Elevation Architects
 1159 Green Street, Suite 4
 San Francisco, CA 94109
 Contact: Jonathan Pearlman
 415.537.1125 x101
 jonathan@elevationarchitects.com

General Contractor:
 Amber Tru Construction
 P.O. Box 590957
 San Francisco, CA 94159
 Contact: Barry McShane
 415.756.1502
 barry@ambertruconstruction.com
 Contractor License #880789

VICINITY MAP



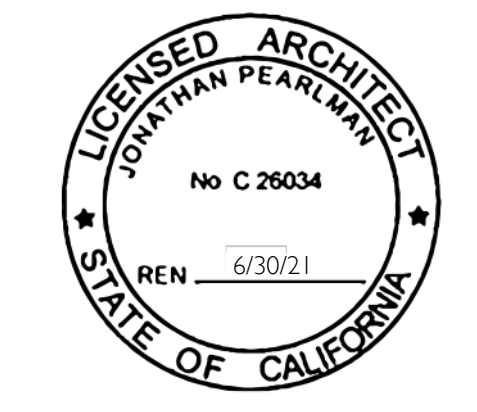
1 SITE PLAN
Scale: 1" = 20'-0"



ElevationArchitects

1159 Green Street, Suite 4
 San Francisco, CA 94109

415.537.1125 v
 www.elevationarchitects.com w



agency stamps:

Exterior Repair and Maintenance
CLAYHILL CONDOMINIUMS
 1250 Clay Street
 San Francisco, CA 94108

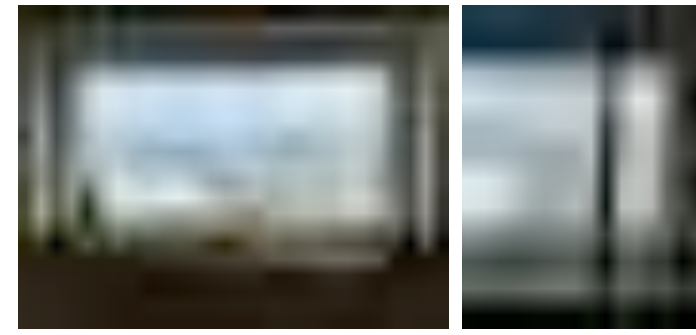
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#	date	issue

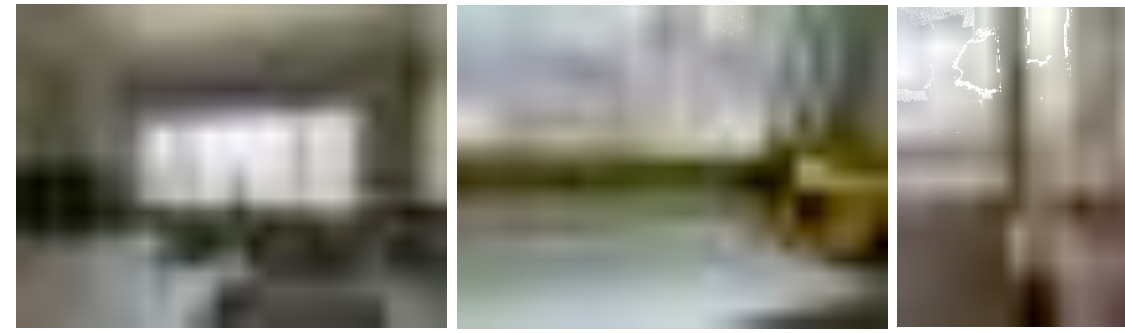
Cover Sheet

project: 19.07
 drawn by: JJ
 checked by: JP
 date: 06.15.21

A-1



BATHROOM - UNIT 305: 36" X 24"



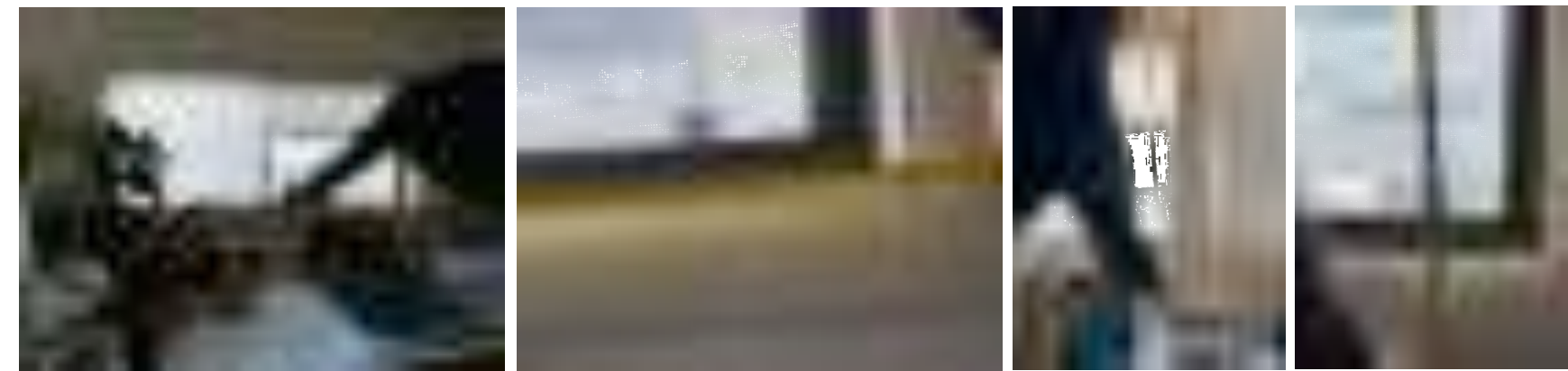
KITCHEN - UNIT 305: 75" X 36"



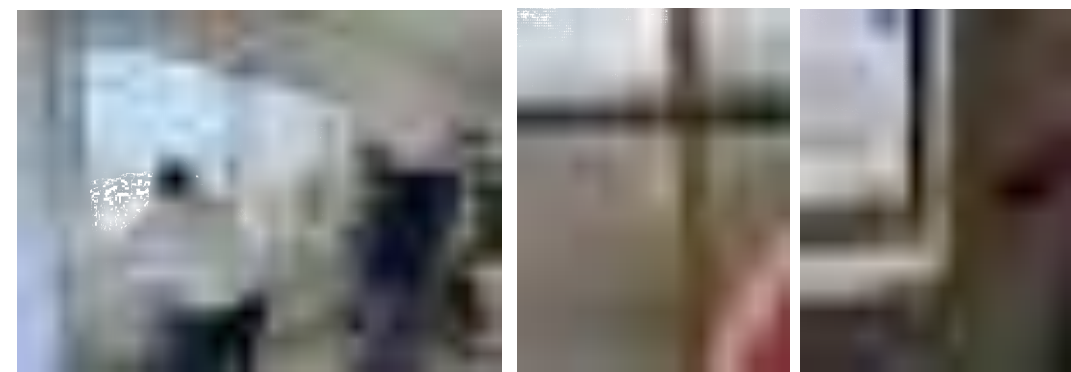
LIVING ROOM - UNIT 305: 72" X 54"



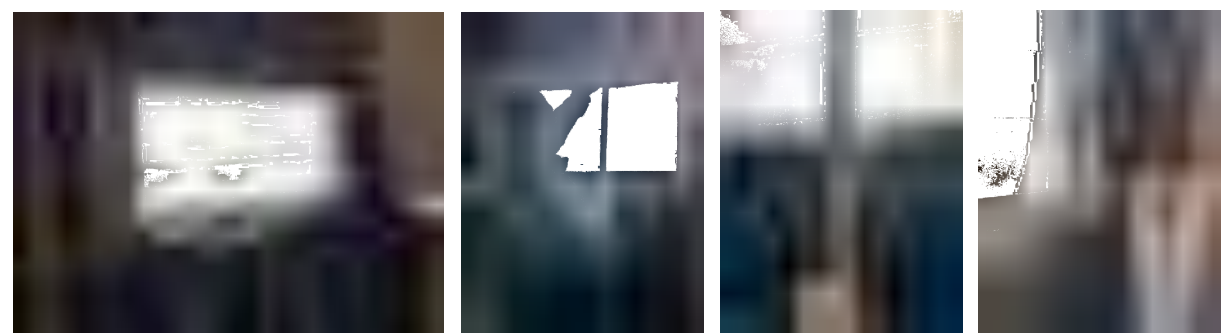
BATHROOM - UNIT 205: 36" X 20"



KITCHEN - UNIT 205: 72" X 36"



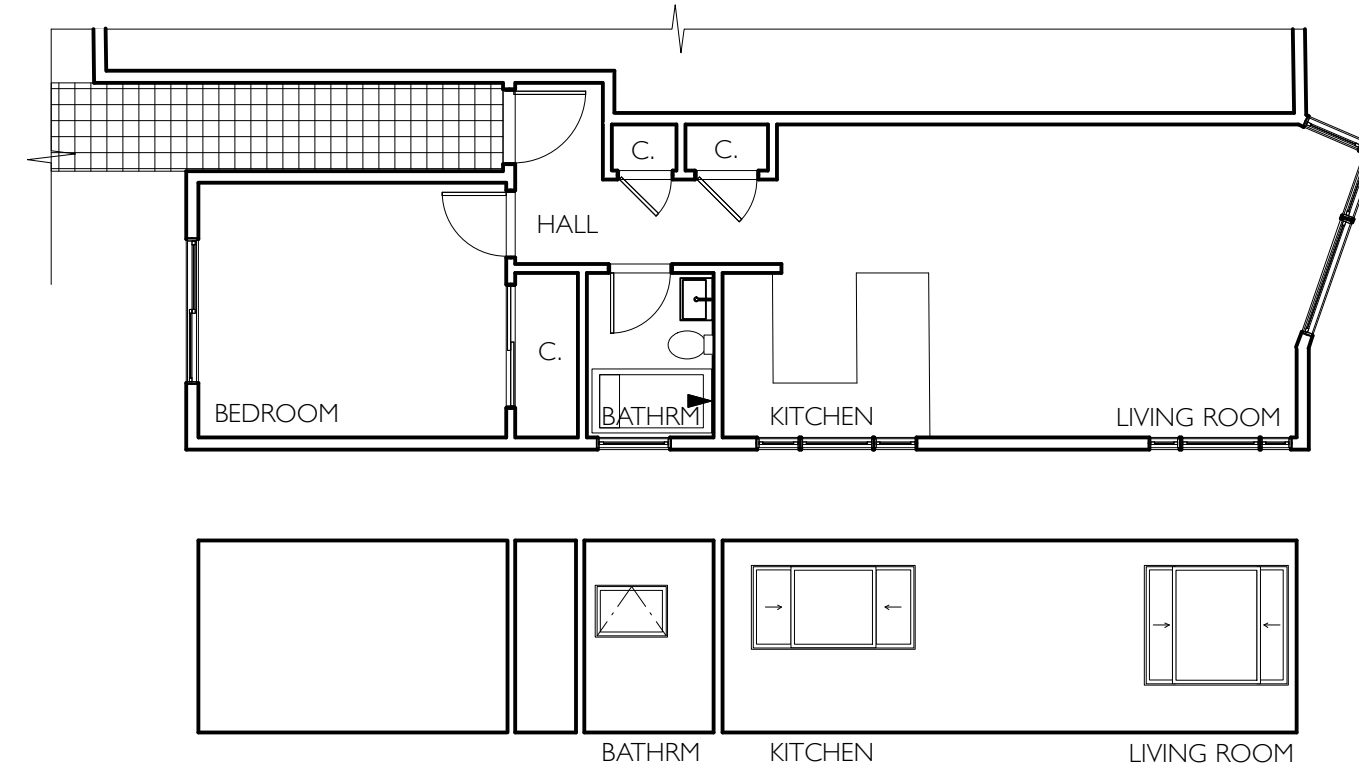
LIVING ROOM - UNIT 205: 72" X 56"



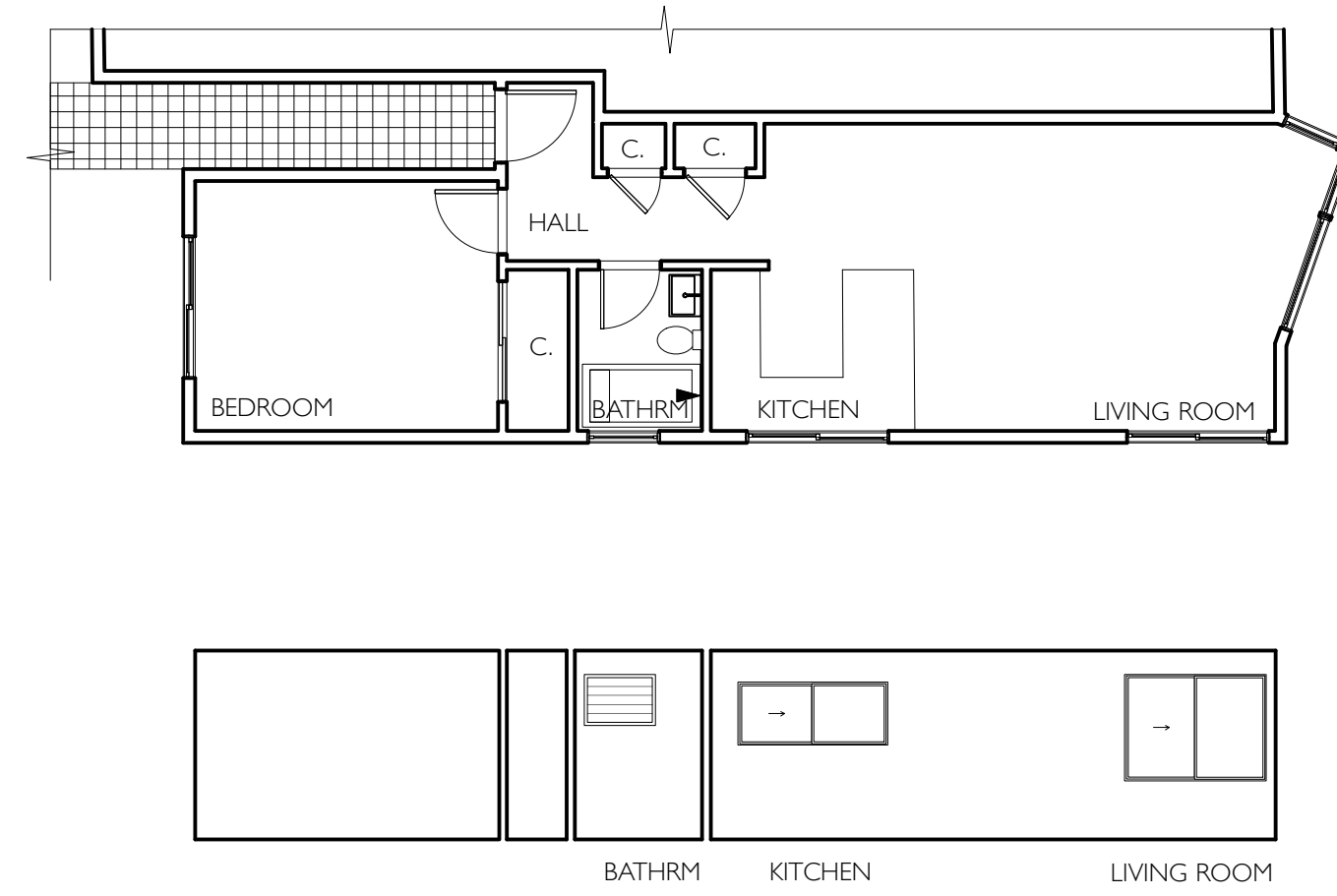
BATHROOM - UNIT 105: 42" X 20"



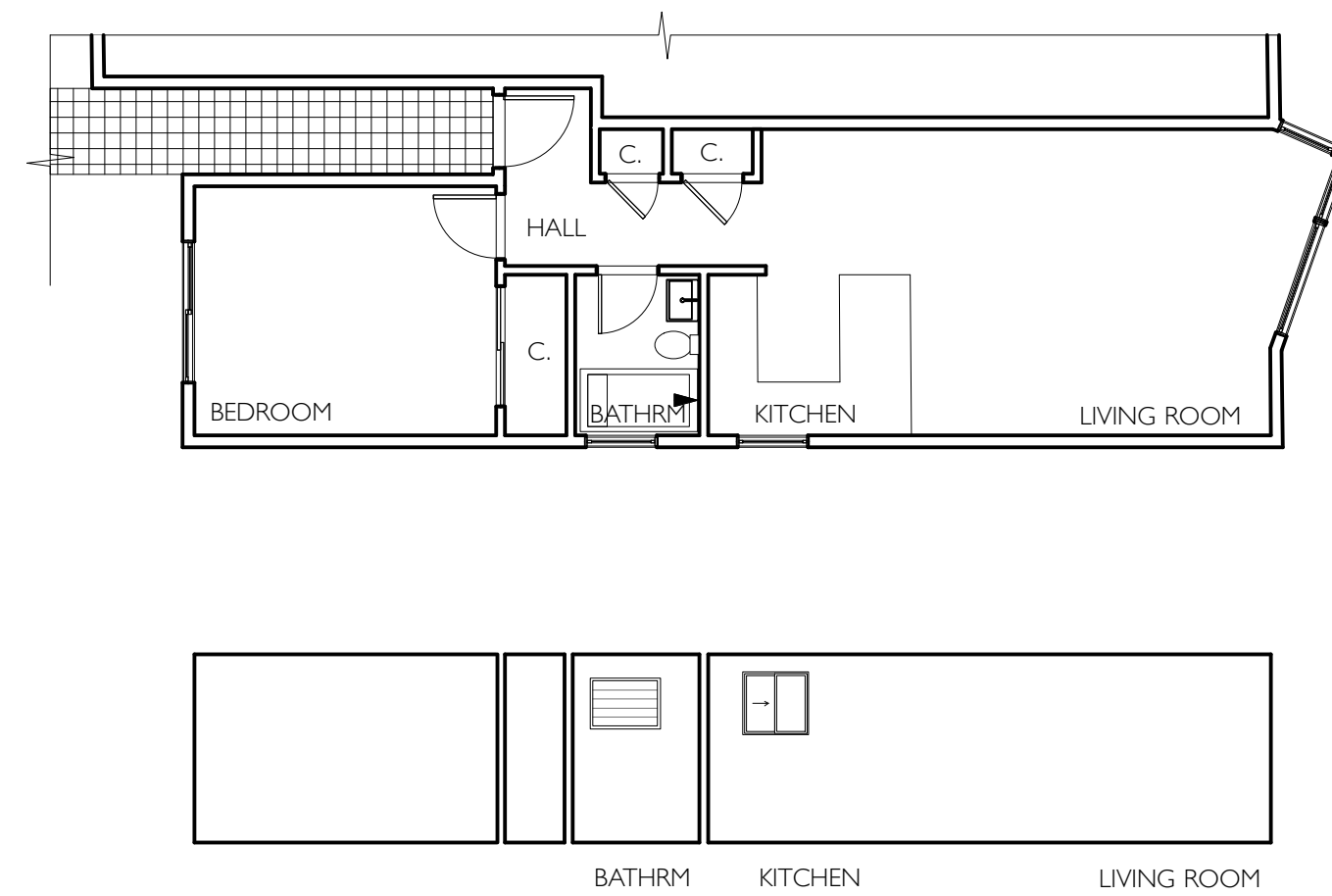
KITCHEN - UNIT 105: 36" X 30"



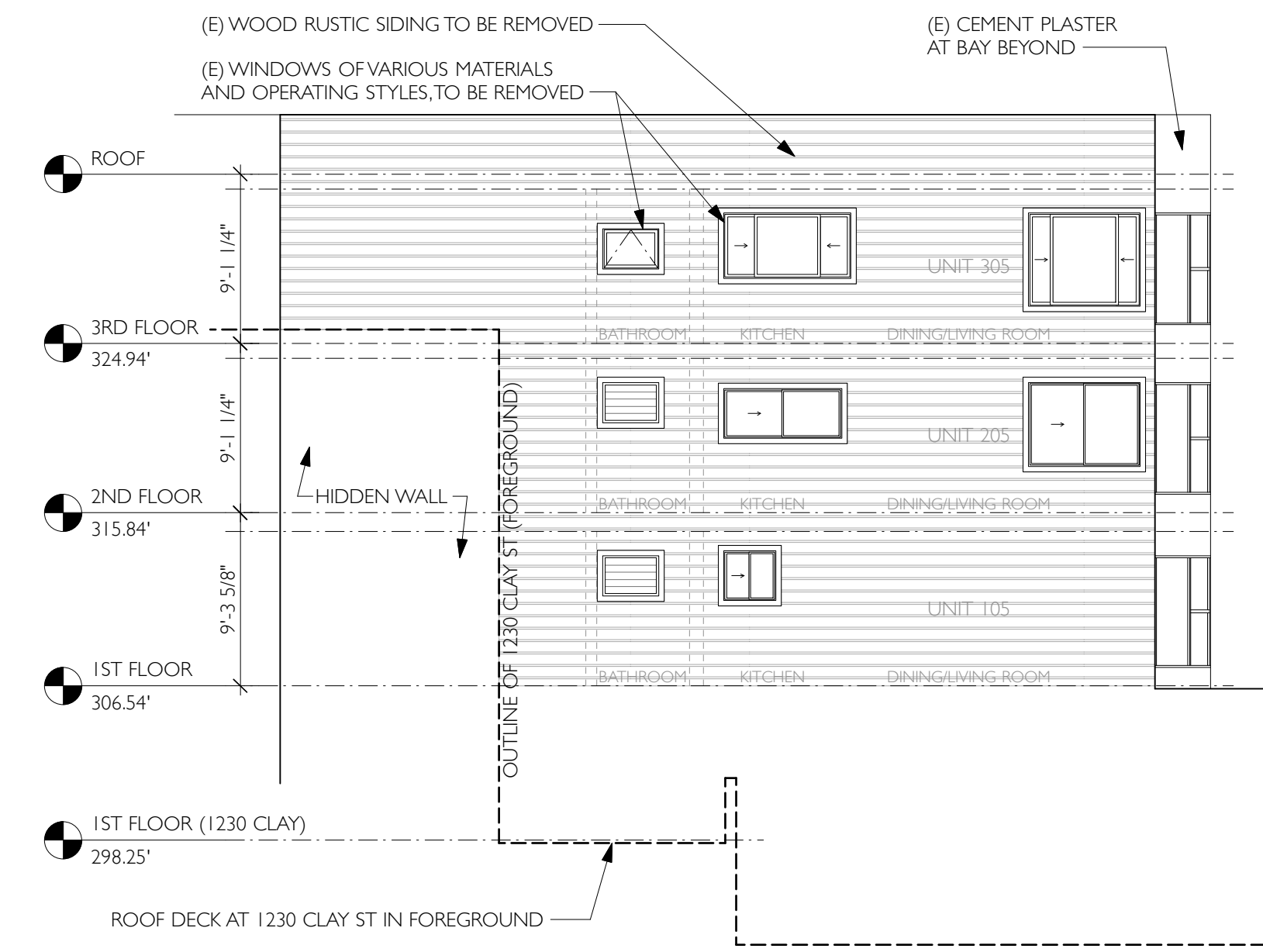
4 PLAN / INTERIOR ELEVATION - UNIT 305
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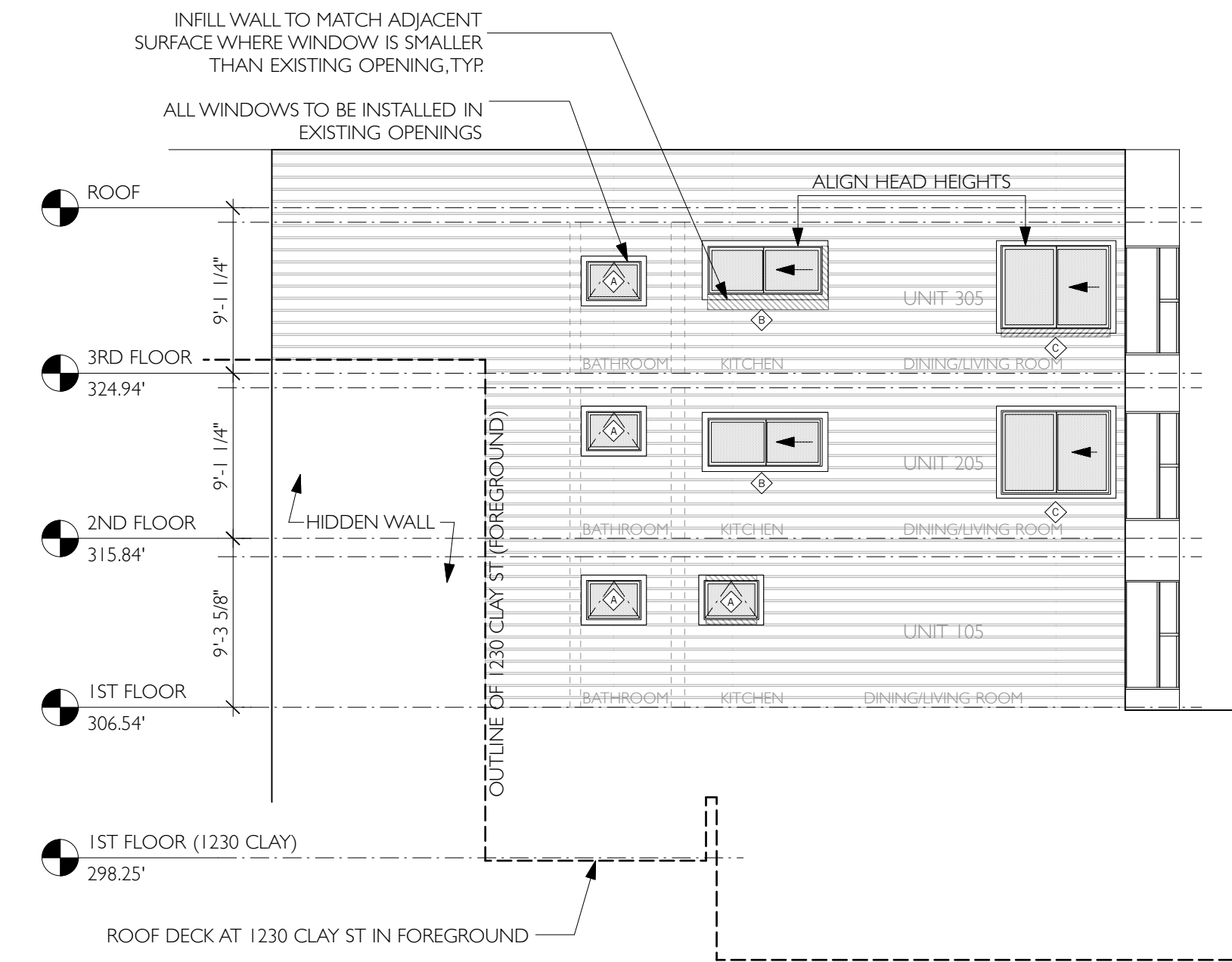
5 PLAN / INTERIOR ELEVATION - UNIT 205
Scale: 1/8" = 1'-0"



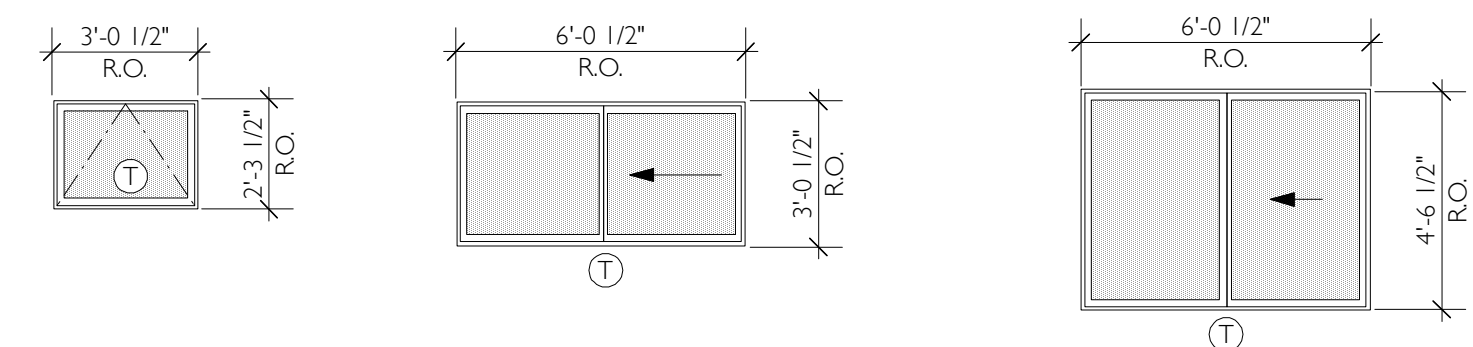
6 PLAN / INTERIOR ELEVATION - UNIT 105
Scale: 1/8" = 1'-0"



1 PARTIAL EAST ELEVATION - EXISTING
Scale: 1/8" = 1'-0"



2 PARTIAL EAST ELEVATION - PROPOSED
Scale: 1/8" = 1'-0"

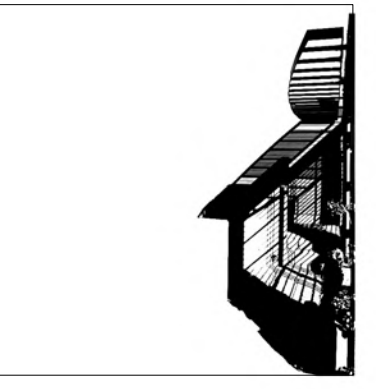


A Milgard Ultra Series Awning B Milgard Ultra Series Horizontal Slider C Milgard Ultra Series Horizontal Slider

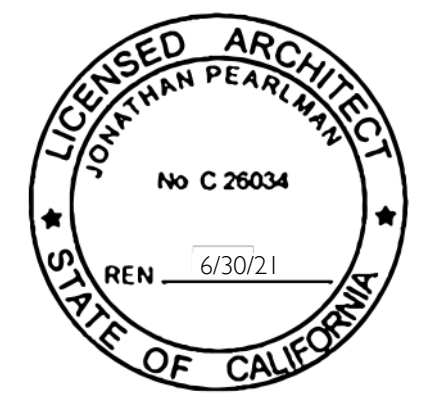
3 WINDOW TYPES
Scale: 1/4" = 1'-0"

- WINDOW NOTES:**
- REPLACEMENT WINDOWS TO BE MILGARD ULTRA SERIES FIBERGLASS NAIL FIN AWNING (SERIES 3410) AND HORIZONTAL SLIDER (SERIES 3110) WINDOWS. WINDOWS TO BE DUAL 1/8" PANE. SEE DETAILS ON A-2. HARDWARE FINISH TO BE SELECTED AT ORDER.
 - WINDOWS TO BE LOCATED IN EXISTING OPENINGS, U.O.N. INFILL AS NEEDED TO MATCH WALL CONSTRUCTION AND ADJACENT SURFACES.
 - PROVIDE TEMPERED GLASS AS NOTED IN WINDOW TYPES AND PER CODE (CONTRACTOR & MFR TO VERIFY).
 - CONTRACTOR TO VERIFY ALL UNIT SIZES, R.O.'S AND HEAD/SILL HEIGHTS IN FIELD & NOTIFY ARCHITECT OF DISCREPANCIES;** REVIEW ALL WINDOW SIZES & SPECIFICATIONS W/ ARCHITECT PRIOR TO PURCHASE OF WINDOWS.

T = TEMPERED GLASS



ELEVATIONarchitects
1159 Green Street, Suite 4
San Francisco, CA 94109
415.537.1125 vx
www.elevationarchitects.com vx



agency stamps:

Exterior Repair and Maintenance
CLAYHILL CONDOMINIUMS
1250 Clay Street
San Francisco, CA 94108

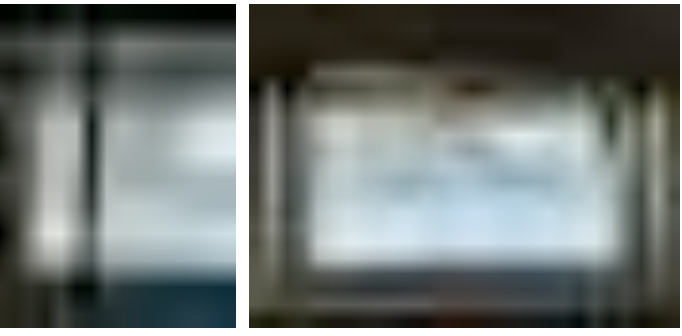
sheet count: 2

#	date	issue

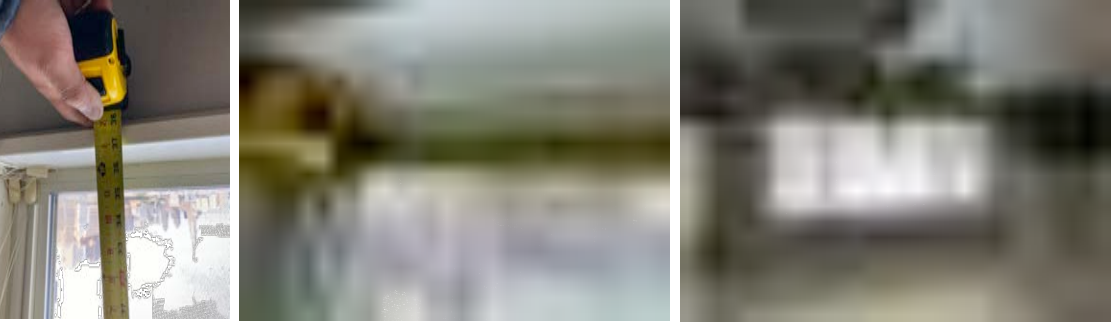
Plans/Elevations/
Window Types

project: 19.07
drawn by: JJ
checked by: JP
date: 06.15.21

A-2



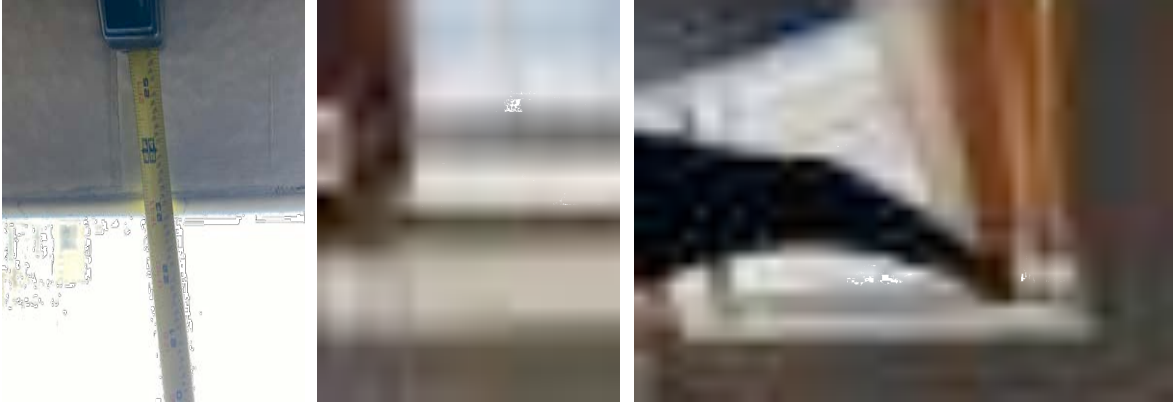
BATHROOM - UNIT 305, 36" X 24"



KITCHEN - UNIT 305, 75" X 36"



LIVING ROOM - UNIT 305, 72" X 54"



BATHROOM - UNIT 205, 36" X 20"



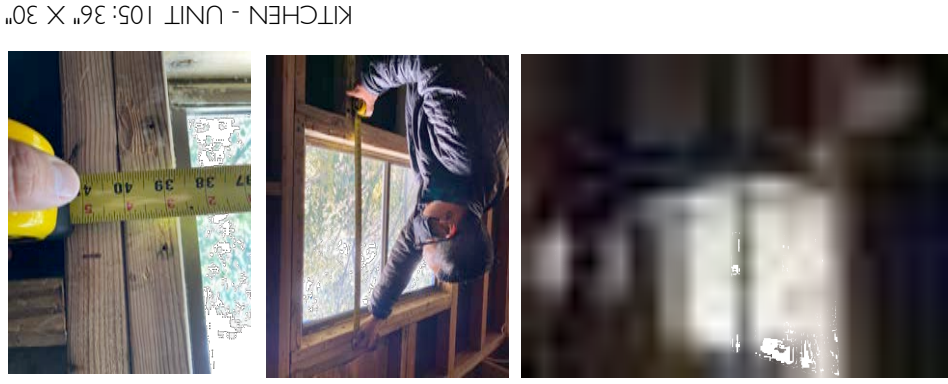
KITCHEN - UNIT 205, 72" X 30"



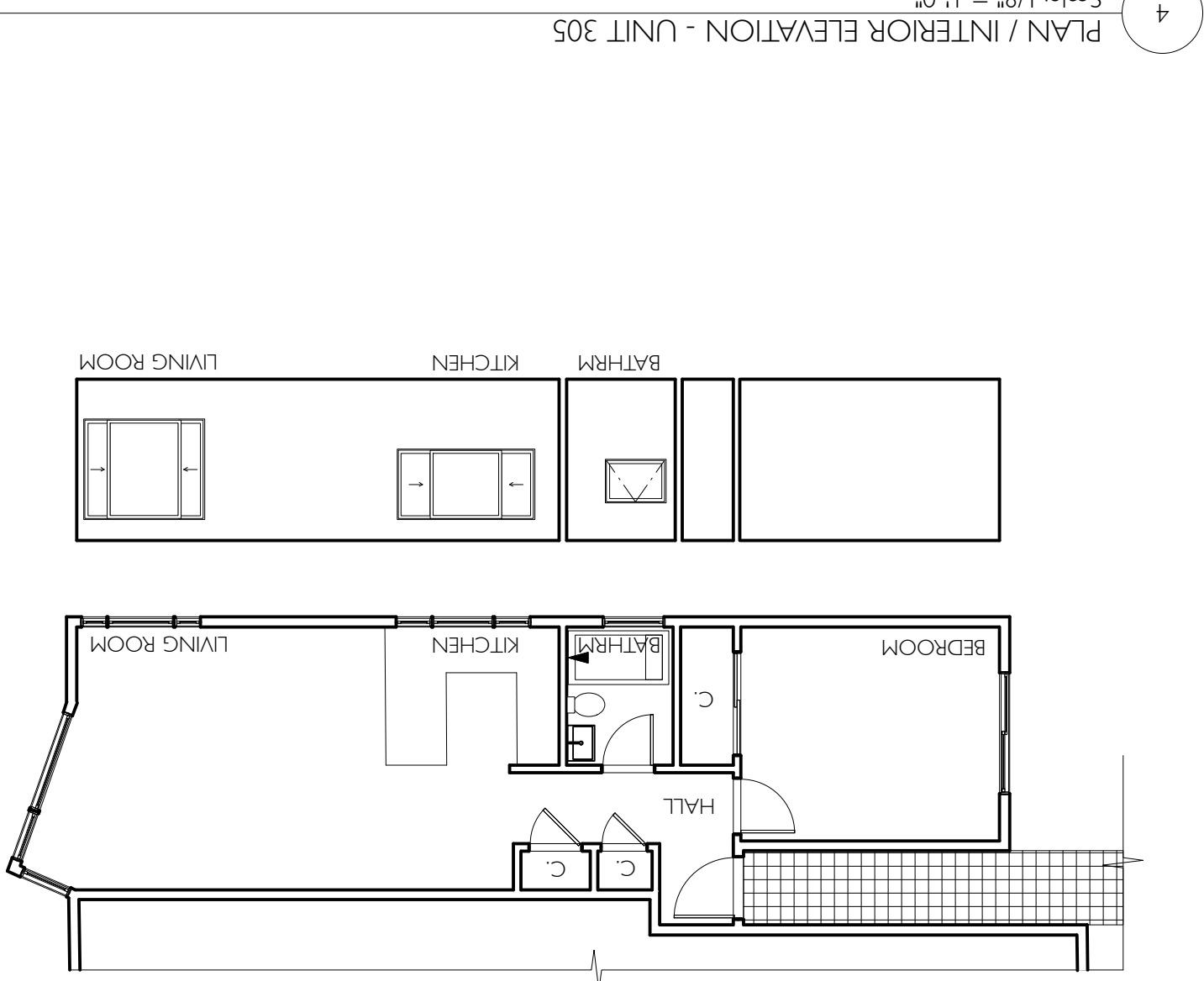
LIVING ROOM - UNIT 205, 72" X 56"



BATHROOM - UNIT 105, 42" X 20"

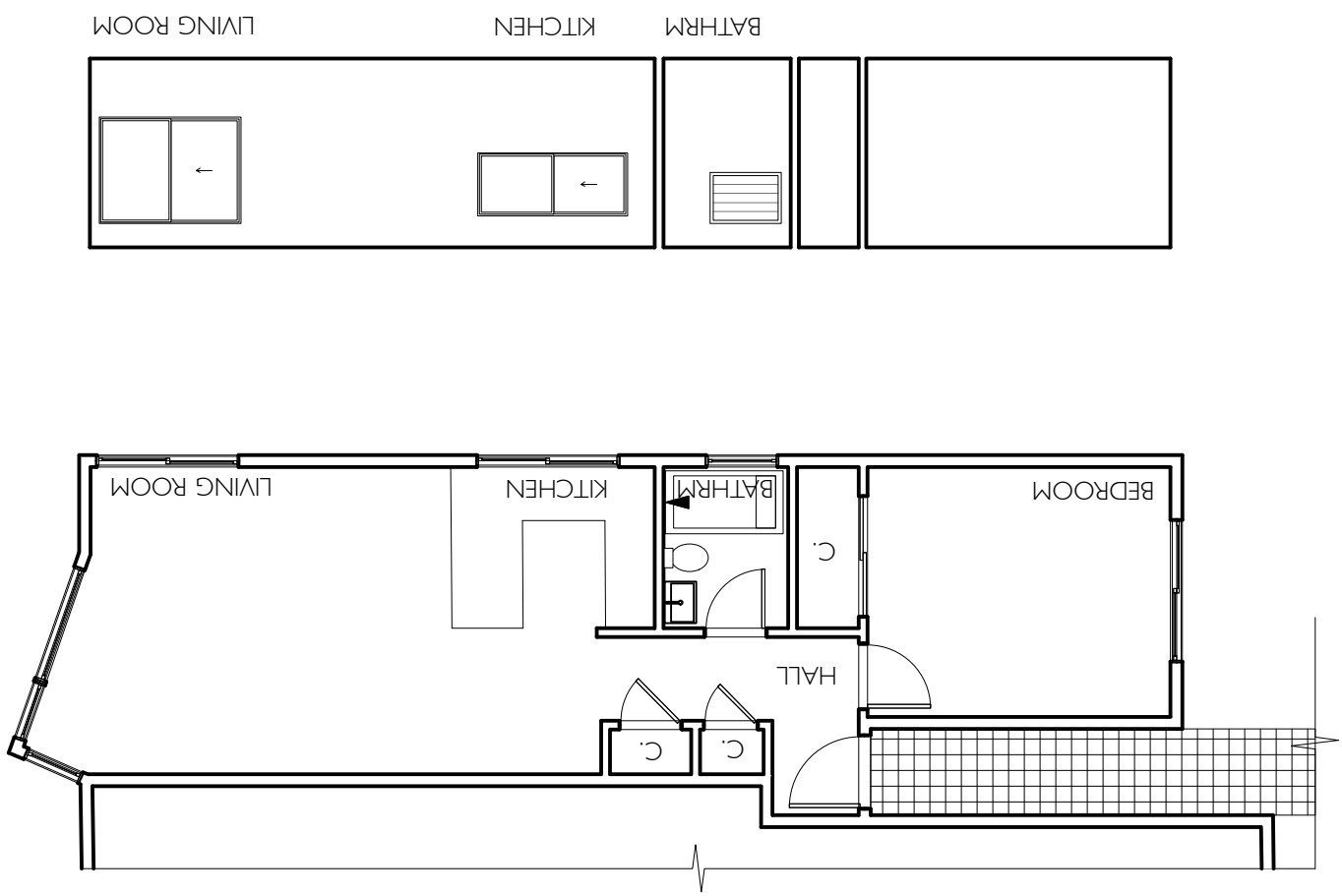


KITCHEN - UNIT 105, 36" X 30"



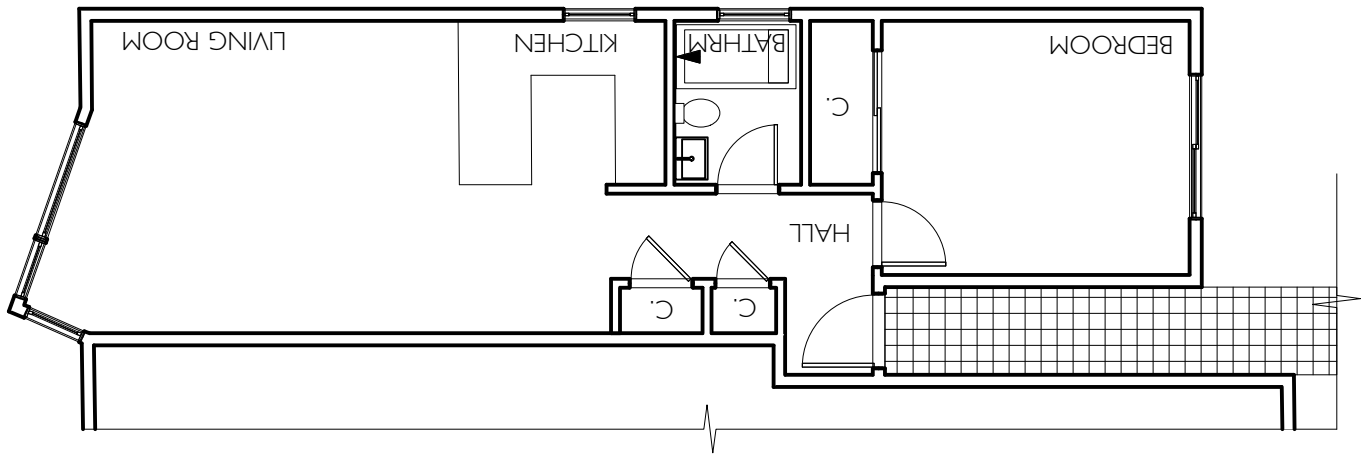
PLAN / INTERIOR ELEVATION - UNIT 305

Scale: 1/8" = 1'-0"



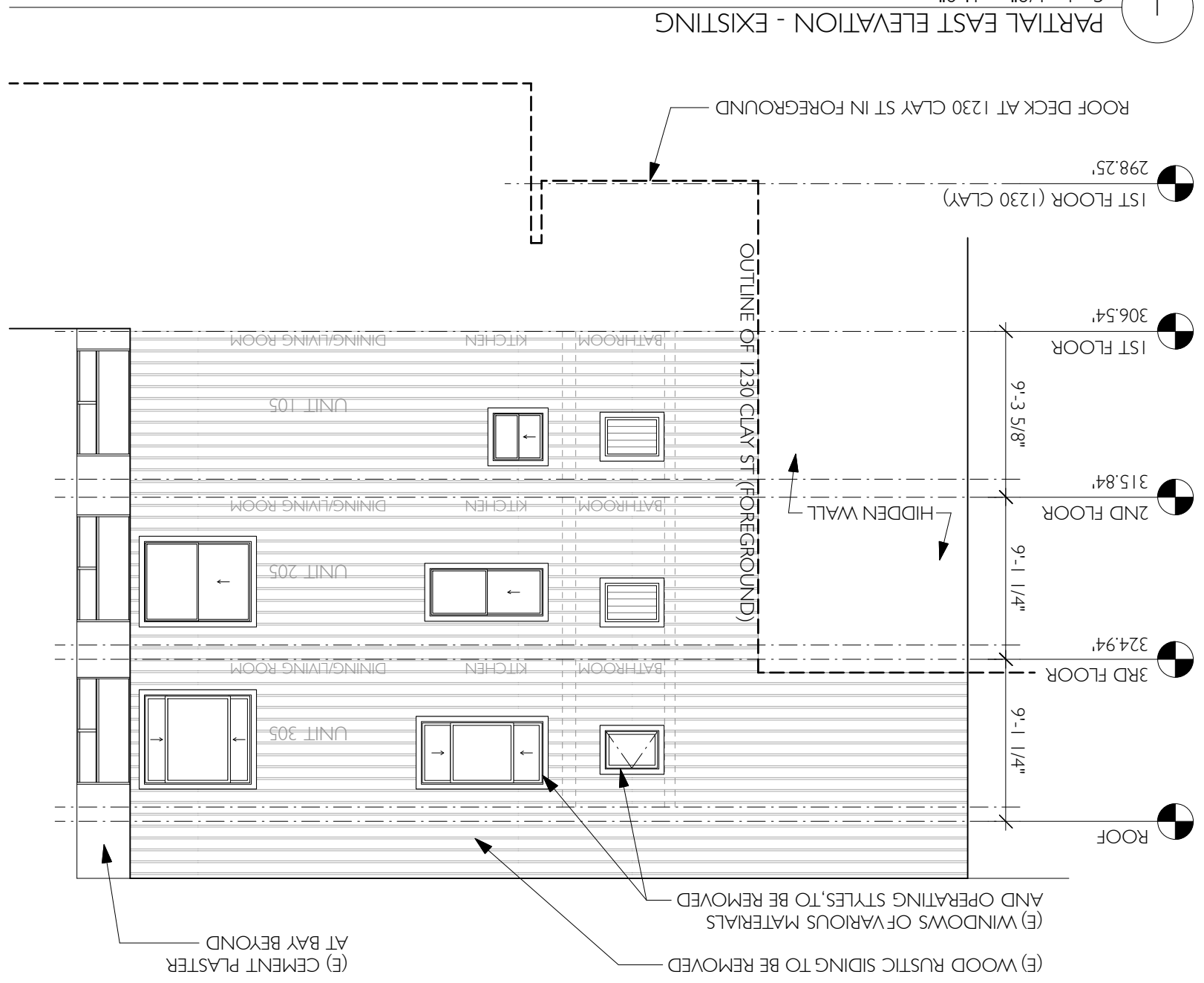
PLAN / INTERIOR ELEVATION - UNIT 205

Scale: 1/8" = 1'-0"



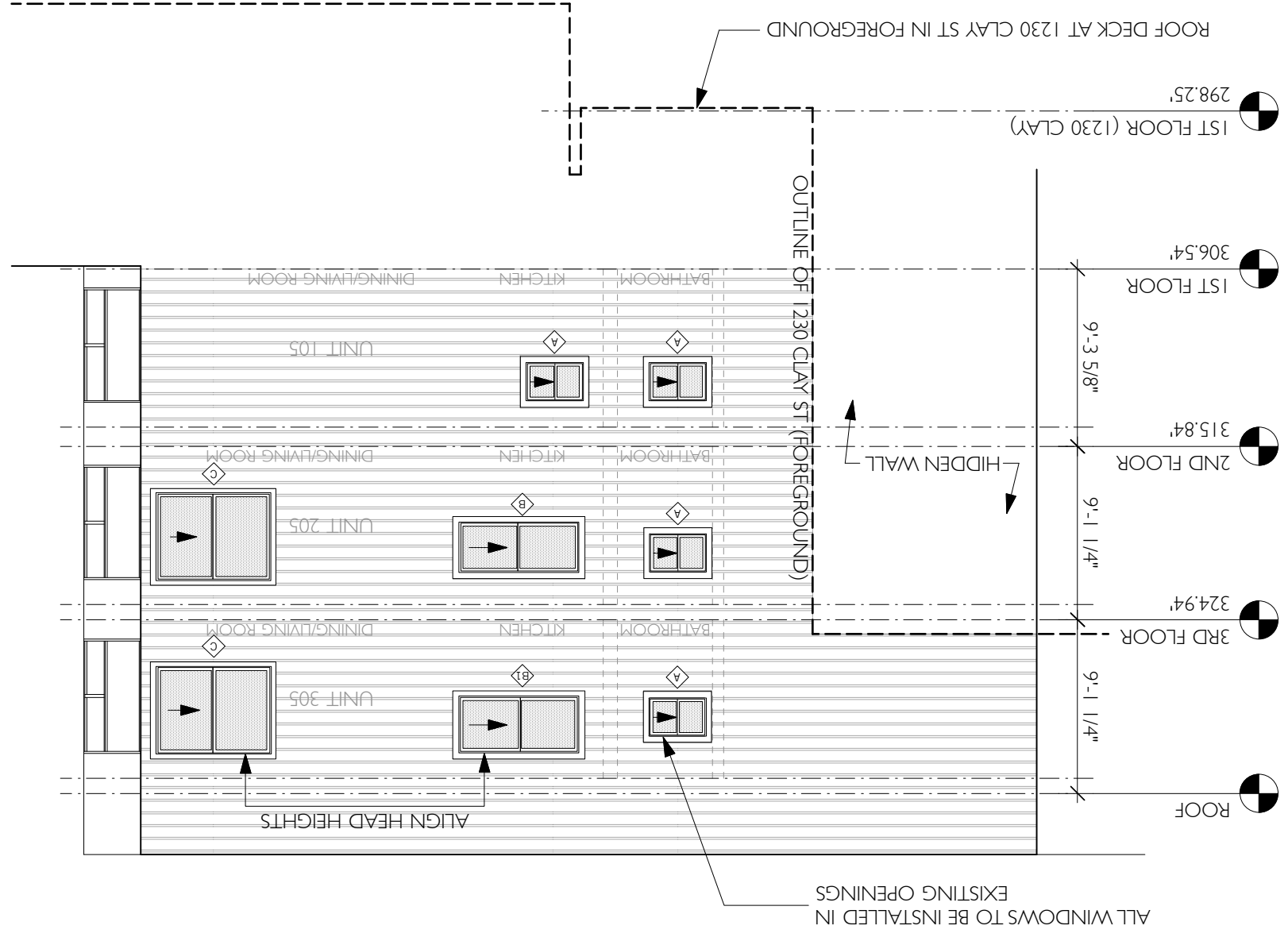
PLAN / INTERIOR ELEVATION - UNIT 105

Scale: 1/8" = 1'-0"



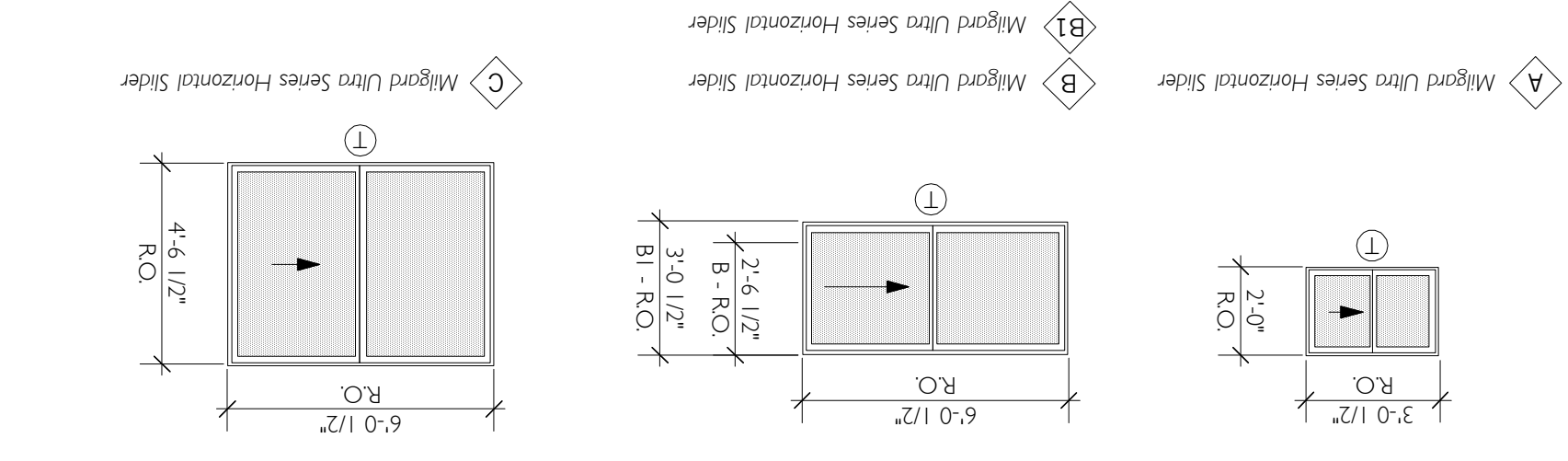
PARTIAL EAST ELEVATION - EXISTING

Scale: 1/8" = 1'-0"



PARTIAL EAST ELEVATION - PROPOSED

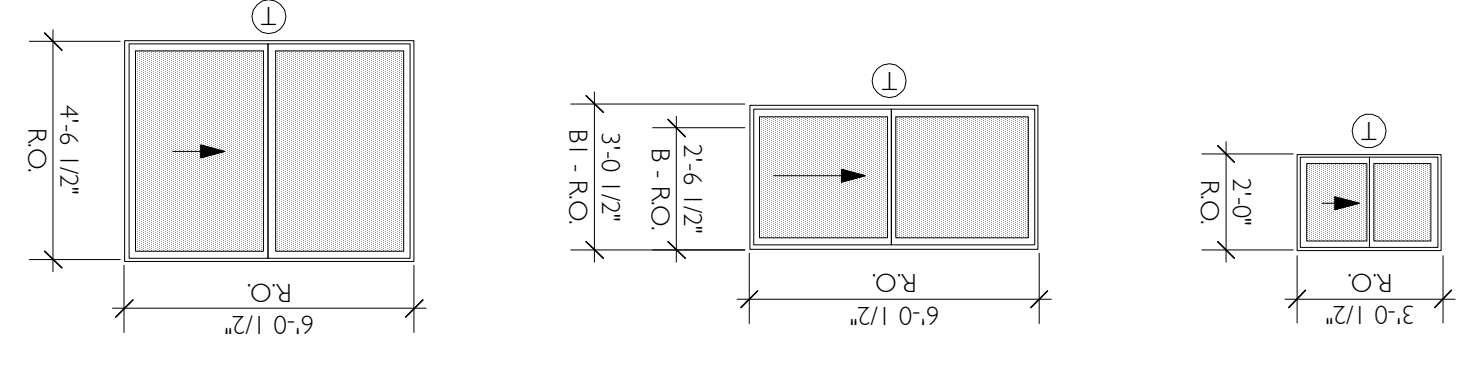
Scale: 1/8" = 1'-0"



Milgard Ultra Series Horizontal Slider

Milgard Ultra Series Horizontal Slider

Milgard Ultra Series Horizontal Slider



PARTIAL EAST ELEVATION - PROPOSED

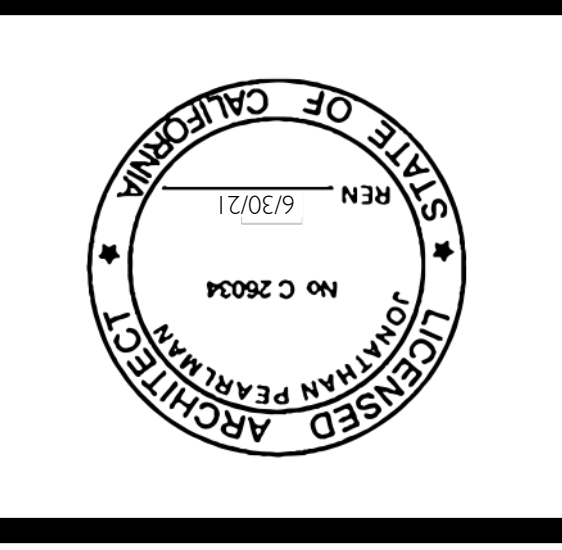
Scale: 1/8" = 1'-0"

WINDOW NOTES:
 1. REPLACEMENT WINDOWS TO BE MILGARD ULTRA SERIES FIBERGLASS NAUL FIN AWNING (SERIES 3410) AND HORIZONTAL SLIDER (SERIES 3110) WINDOWS. WINDOWS TO BE DUAL 1/8" PANE SEE DETAILS ON A-2. HARDWARE FINISH TO BE SELECTED AT ORDER.
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 REVIEW ALL WINDOW SIZES & SPECIFICATIONS W/ ARCHITECT PRIOR TO PURCHASE OF WINDOWS.
 ① = TEMPERED GLASS

WINDOW TYPES

Scale: 1/4" = 1'-0"

agency stamps:



415.537.1125 v
 www.elevationarchitects.com w

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ELEVATION architects



Exterior Repair and Maintenance
CLAYHILL CONDOMINIUMS
 1250 Clay Street
 San Francisco, CA 94108

sheet count: 2

date issue

6.21.21 Permit issue

Plans/Elevations/
 Window Types

project: 1907

drawn by: JJ

checked by: JP

date: 06.21.21

A-2

LOT WIDTH = 120'-0"

LOT WIDTH = 57'-6"

DRAWING INDEX

- A-1 (E) PARTIAL SITEPLAN
- A-2 (E) WALL ELEVATION & PLAN
- A-3 (E) EAST ELEVATION
- A-4 PROPOSED EAST ELEVATION
- A-5 DETAILED (E) WALL FRAMING

60-UNIT CONDOMINIUM
 LOTS 22 TO 81
 PROJECT IS LOT30 1250
 CLAY ST #105
 ZONING: RM-3

PROPERTY CORNER

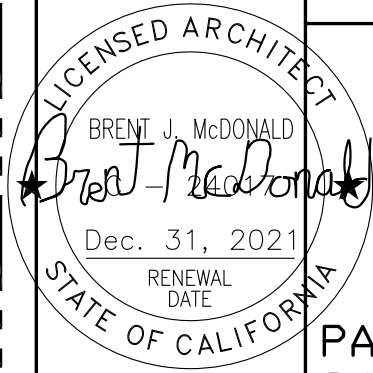
CONC. DECK

EXISTING REARYARD
= 18'-3³/₈"

PATTERN LEGEND

- OUTLINE OF (E) BLDG
- - - - - IMAGINARY PROPERTY LINE PER CBC 705.3
- ⊕ PROPERTY CORNERS
- - - - - PROPERTYLINE
- - - - - OVERHEAD CONSTRUCTION (BAY PROJECTIONS)

NOTE:
 THIS IS NOT A SURVEY, THIS IS AN EXTRAPOLATION OF CITY RECORDS & CONDITIONS IN THE FIELD THAT HAVE BEEN RECTIFIED IN THE MANNER OF AN ARCHITECTURAL EXISTING CONDITIONS DRAWING. THIS SITE PLAN IS FOR PERMITTING PURPOSES ONLY. ALL OTHER USES SHOULD VFY CONDITIONS IN THE FIELD AND OR RETAIN THE SERVICES OF A LICENSED SURVEYOR.



PARCEL 'C'
24 UNITS

1st FLR ELEV 318.21'

PARCEL 'B'
24 UNITS

47'-3³/₄"

46'-3"

105E
LIVING RM

FACE OF STUD

KITCHEN
105D

105C
BTHRM

105B
BDRM

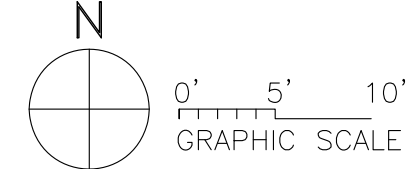
LANDSCAPED YARD

WD DECK

CONC. DECK

WD DECK

1st FLR ELEV 298.25'



PARCEL 'A'
12 UNITS

ASSESSOR'S
BLOCK 21A

1 (E) PARTIAL SITE PLAN
SCALE: 1"=10'-0"

LIGHTWELL

13'-9"

DEPTH OF LOT = 102'-6"

9.85'
PER SURVEY

35'-0"

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WESTERLING CONDO
 1250 CLAY ST. APT 105
 SAN FRANCISCO, CA 94108

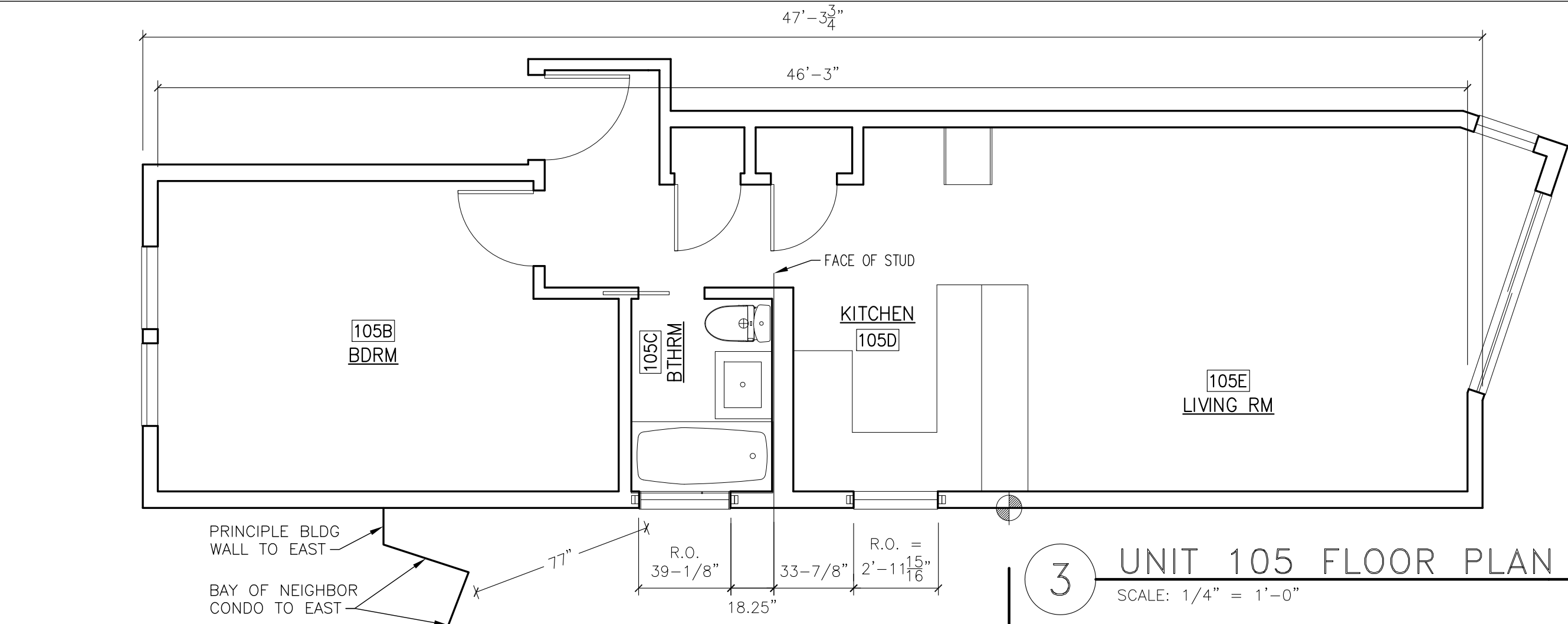
ONDA ROSA SITEPLAN

A-1
 Scale 1" = 10'-0"

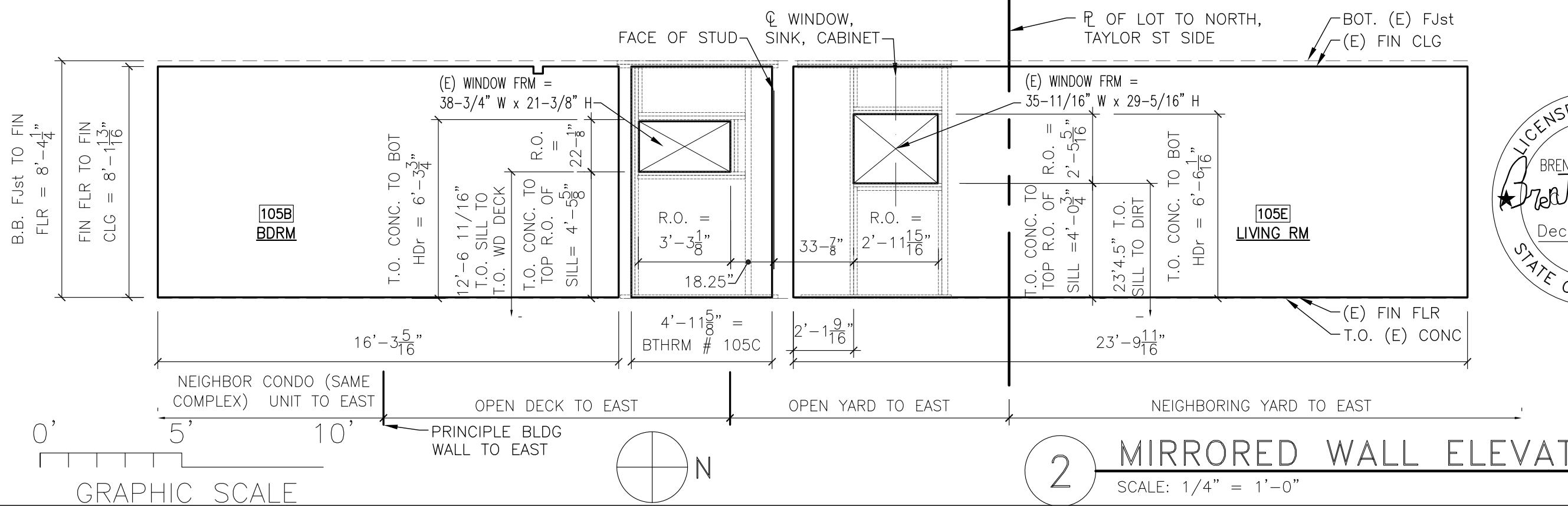
128 JASPER PLACE
 S.F., CA 94133
 415.362.7441

ARCHITECTURE

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3 UNIT 105 FLOOR PLAN
SCALE: 1/4" = 1'-0"



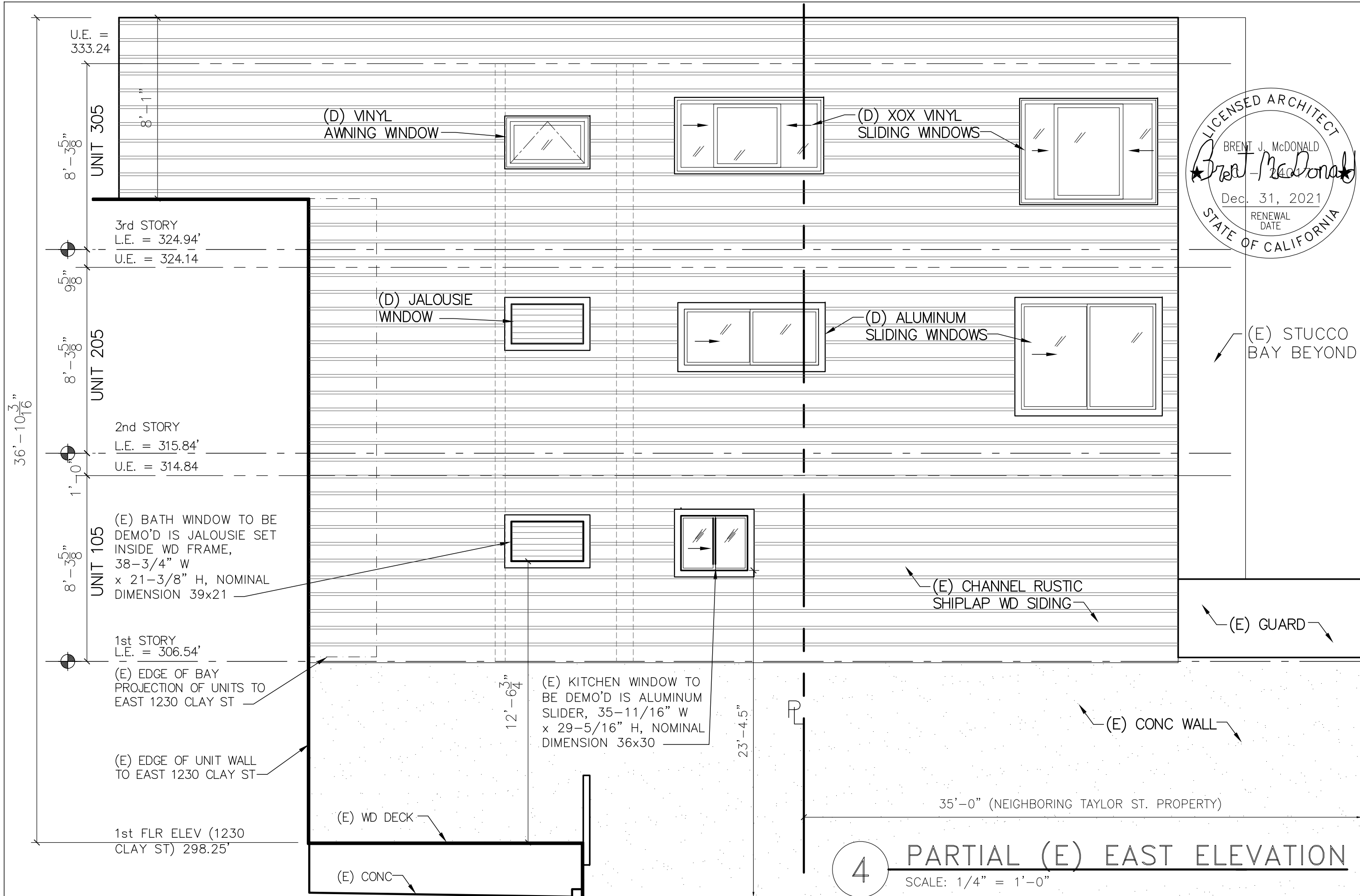
2 MIRRORED WALL ELEVATION
SCALE: 1/4" = 1'-0"



A-2 ONDA ROSA WALL ELEVATION WESTERLING CONDO FLOOR PLAN
 1250 CLAY ST. APT 105
 SAN FRANCISCO, CA 94108
 Scale 1/4" = 1'-0"

129 JASPER PLACE
 S.F., CA 94133
 ARCHITECTURE 415.362.7441

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WESTERLING CONDO
1250 CLAY ST. APT 105
SAN FRANCISCO, CA 94108

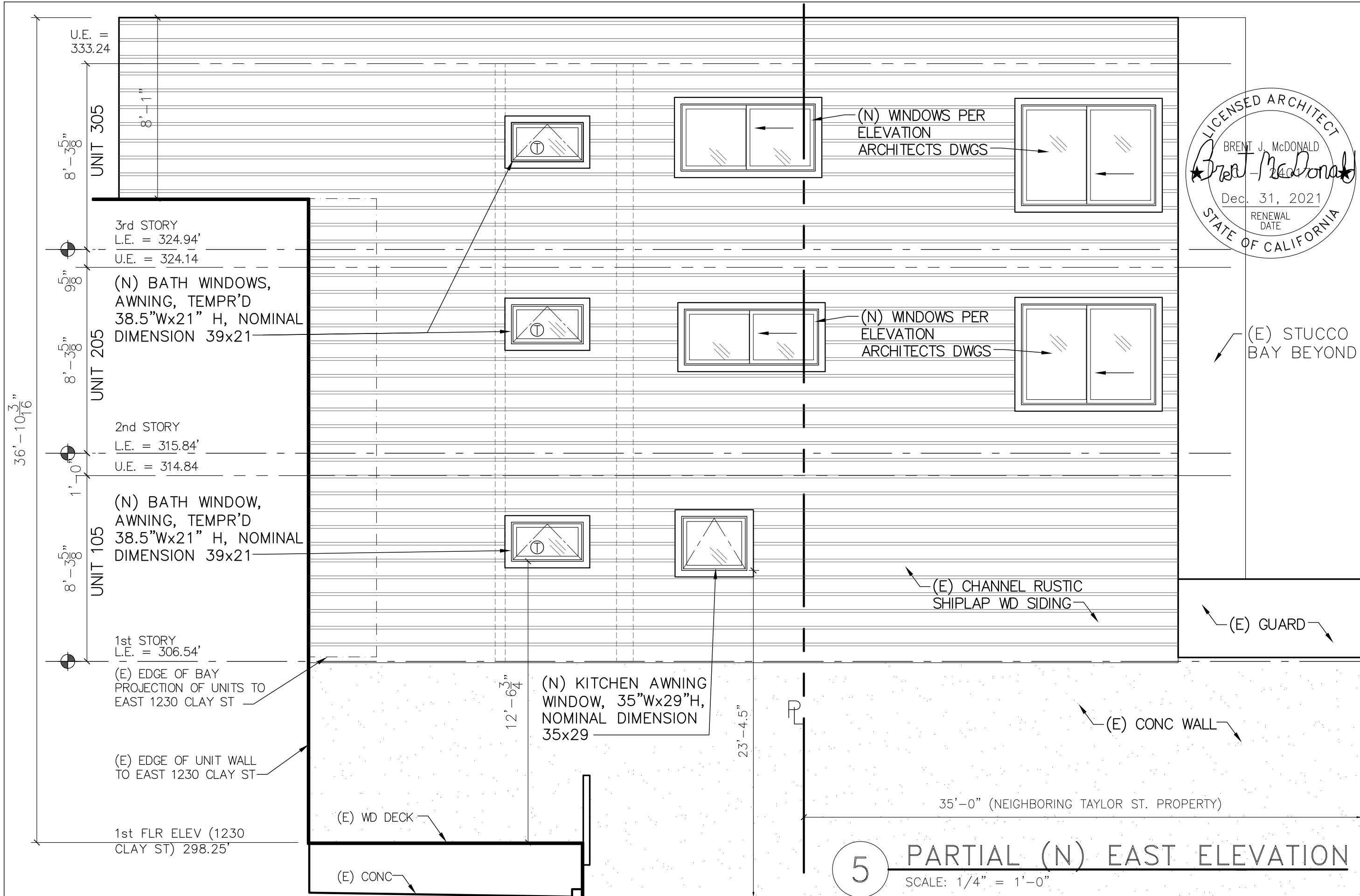
ONDA ROSA PARTIAL EAST
(E) ELEVATION

A - 3

Scale
1/4" = 1'-0"

128 JASPER PLACE
S.F., CA 94133
415.362.7441
ARCHITECTURE

THIS PAGE HAS BEEN ALTERED IF DIFFERENT THEN 11x17



WESTERLING CONDO
1250 CLAY ST. APT 105
SAN FRANCISCO, CA 94108

ONDA ROSA PARTIAL EAST
(E) ELEVATION

A - 4
Scale
1/4" = 1'-0"

129 JASPER PLACE
S.F., CA 94133
415.362.7441

ARCHITECTURE

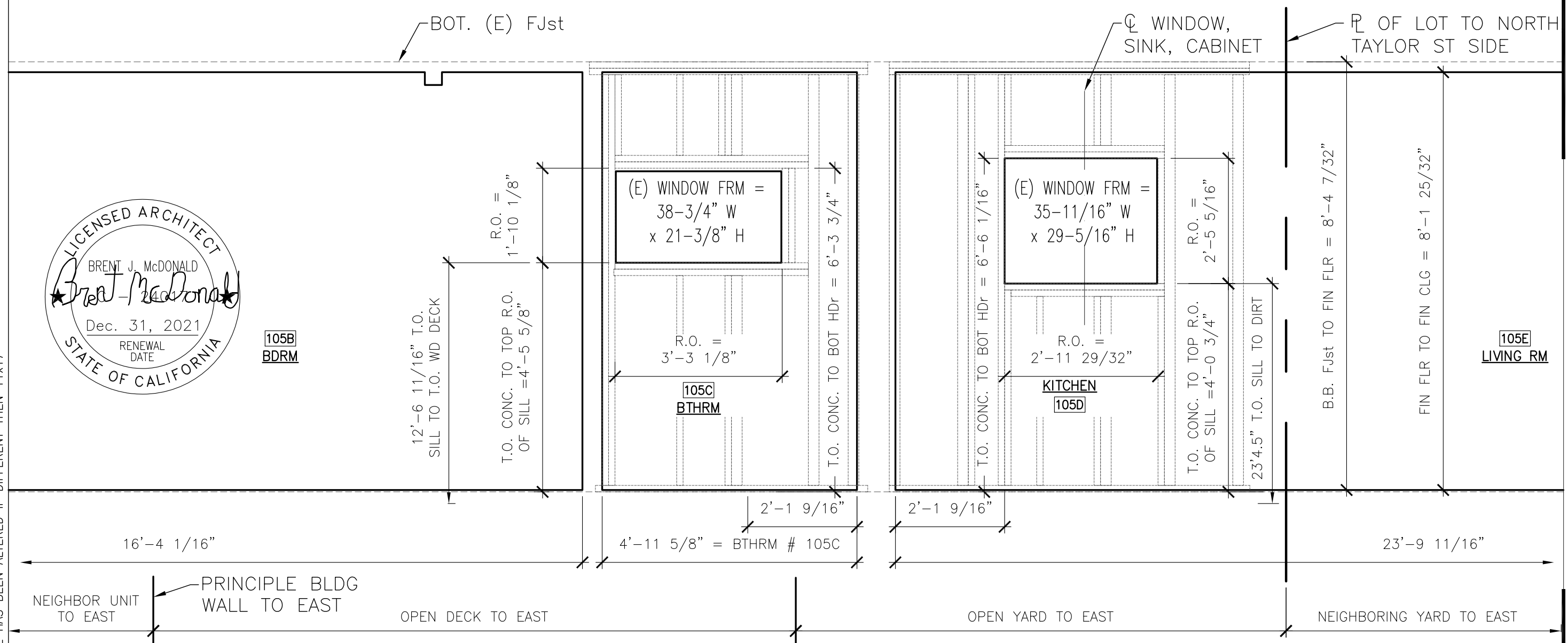


SILL BATHROOM 105C

HEAD BATHROOM 105C

SILL KITCHEN 105D

HEAD KITCHEN 105D



105B BDRM

105E LIVING RM

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6

DETAILED MIRRORED FRAMING ELEVATION

SCALE: 1/2" = 1'-0"

WESTERLING CONDO
 1250 CLAY ST. APT 105
 SAN FRANCISCO, CA 94108

ONDA ROSA PARTIAL EAST
 (E) ELEVATION
 129 JASPER PLACE
 S.F., CA 94133
 415.362.7441
 ARCHITECTURE

A - 5
 Scale
 1/2" = 1'-0"

Christina Siadat

Julia Westerling

A condensed timeline of our discourse with Jonathan Pearlman, HOA board and City of San Francisco about the East Wall project at 1250 Clay.

2020

March 23rd – Units 105, 205 and 305 are sent notices that there will be a new project underway titled East Wall Rebuild Project. The entire project is undisclosed, but everyone is told that all windows will be drastically changed with a decrease in size and style because “none of the windows are permitted”.

August 28th – Permits filed for East Wall project. No notice was sent to units 105 and 205.

September 23rd - Units 105, 205 and 305 are given revised plans stating that unit 305 has permitted windows therefore that unit’s windows will not change in size or style. HOA community manager sends Christina a notice with partial blueprints with excessively decreased window size in all three windows and a change to form and style for only units 105 and 205. These plans included a large decrease in window size and inoperable windows and fire rated glass.

October 6th – Christina requests meeting with architect and is denied.

October 31st - **Christina does research on her own and reveals her unit 205 has permits for all three windows (permit #461466 issue date 6/30/80).** Jonathan Pearlman has been stating for a year that 205 did not have permitted windows, which was false.

November 3rd – Jurisdiction Request Hearing is filed with the city by Christina and Julia.

December 9th – Jurisdiction Request Hearing is held and request is denied. During the hearing, Board of Appeals comments in favor of Julia and Christina’s discoveries on the inconsistencies of the codes cited in the project by the chosen architect, Jonathan Pearlman. Some notes are incorrect code citations that don’t apply to this project, and knowledge of 205’s permits but still going forward with plans that pertain to unpermitted windows.

2021

January 4th – The broadcast jurisdiction request hearing brings to light many errors in the project and inconsistencies causing concern for homeowners involved and HOA board members. Special meeting is scheduled for homeowners with architect and HOA board to go over the project.

February 22nd – Follow up email from Julia to architect, HOA board to go over updated plans.

March 2nd – The HOA community manager takes measurement photos of 205 windows on behalf of the architect leading the project, Jonathan Pearlman. **No licensed professional architect was ever assigned to properly measure windows and walls in 105 or 205 for this project.**

March 23rd – 3 hour HOA meeting with architect where plans were confirmed by all parties to maintain existing window shapes and sizes for all three units. It was also agreed upon that bathroom windows would have awning style windows and no frosting.

June 5th – a written request by Julia is sent to the HOA board to go over finalized plans before they are submitted to SFDBI for permit.

June 27th – Plans are submitted to SFDBI before final review by homeowners.

June 28th – Post-permit meeting is held with architect, contractor, all three units' homeowners. Plans are noticeably modified from what had been previously agreed upon on 3/23/21. **Modified plans are already approved by SFDBI without notice to homeowners of change prior to submitting.**

June 30th – Christina requests a meeting with Architect and contractor of project to go over changes and is denied. A very short email is sent with brief answers to complex questions. The questions are still not satisfied or justified by means.

July 6th - Due to lack of cooperation by parties involved, Julia files for appeal on permit.

July 8th – Julia sends an email to resolve missing plans in project and gain clarity.

July 21st – Julia sends email to have a discussion to try to resolve issues and concerns before BoA hearing. President of HOA board blocks her email to HOA board. President says there will be no discussion.

July 27th – Christina sends an email to all 5 board members about an emergency meeting to go over concerns to resolve issues before BoA hearing. No one on the board responds.



DEPARTMENT OF BUILDING INSPECTION

City and County of San Francisco
1660 Mission Street, San Francisco, California 94103-2414

EXISTING PROPERTY LINE WINDOWS FREQUENTLY ASKED QUESTIONS ABOUT REPAIR OR REPLACEMENT

1. *If I repair the broken glazing or sash will I have to upgrade to a protected fire assembly?*
No. The existing materials may be repaired in-kind.
2. *If I replace the glazing and sash but keep the existing window frame, will I have to upgrade to a protected fire assembly?*
No. The existing sash and glazing may be replaced with in-kind materials.
3. *If I replace the entire window (glazing, sash and frame) within the existing rough-framed opening (framing remains untouched), will I have to upgrade to a protected fire assembly?*
No. The new window shall be of the same exact size and type (show photo of existing window) yet may be replaced with a different construction material, such as metal for wood.
4. *Can I change a fixed window to an operable window when it is permitted by AB-009?*
Yes. Compliance with and submittal of AB-009, Local Equivalency for Approval of new Openings in New & Existing Building Property Line Walls, will be required.
5. *If I replace the entire window (glazing, sash and frame) but I encounter wood rot conditions and have to replace the framing, will I have to upgrade to a protected fire assembly?*
Yes.
Exception:
An upgrade is not required provided that all of the following conditions are met:
 - The new rough opening is of the same dimensions and in the same location on the wall as the existing condition.
 - A scaled, single-line drawing showing the existing interior elevation of the room(s) where the window(s) is located, with dimensions for the overall wall, window size, sill height, and measurements to the adjacent walls is submitted with the permit application.
 - Label the room's name or use, story location, building address and present the drawing on a minimum size sheet 11' x 17" (2 copies).
 - Provide interior photos of the existing windows to prove their existence to the counter inspector and to show their location. The photos shall be of such detail so as to document the measurements shown on the drawings (e.g. showing measurements with a measuring tape when taking the photo).
 - Label the back of the photos and bring them to the permit application submittal.
6. *If I replace the existing window, keeping the same location, but I want to change the size, will I have to upgrade to a protected fire assembly?*
Yes. A protected fire assembly will be required. Also, compliance with and submittal of AB-009, Local Equivalency for Approval of new Openings in New & Existing Building Property Line Walls, will be required.
7. *If I replace the existing window, keeping the same size, but I want to change the location, will I have to upgrade to a protected fire assembly?*
Yes. A protected fire assembly will be required. Also, compliance with and submittal of AB-009, Local Equivalency for Approval of new Openings in New & Existing Building Property Line Walls, will be required.



KITCHEN - UNIT 305: 75" X 36"



LIVING ROOM - UNIT 305: 72" X 54"



BRIEF SUBMITTED BY THE PERMIT HOLDER(S)

REUBEN, JUNIUS & ROSE, LLP

Justin A. Zucker
jzucker@reubenlaw.com

August 12, 2021

Delivered Via E-mail (boardofappeals@sfgov.org)

Mr. Darryl Honda, President
San Francisco Board of Appeals
49 South Van Ness, Suite 1475
San Francisco, CA 94103

Re: Appeal No.: 21-062
Permit Holder's Brief in Opposition to Appeal of BPA # 2021.06.21.2867
Hearing Date: August 18, 2021
Our File No.: 12070.01

Dear President Honda and Commissioners:

Our office represents the Clay Hill Condominium Homeowners Association (“**Clay Hill HOA**”) the governing body for the Clay Hill Condominiums. The Clay Hill HOA proposes window replacements on the east wall of 1250 Clay Street, which houses twenty-four condominiums/dwelling units of the sixty in the development, including appellant’s (the, “**Property**”). We write to oppose Appeal No. 21-062 of Building Permit Application No. 2021.06.21.2867 (the “**Permit**”; attached as **Exhibit A**) issued by the Department of Building Inspection (“**DBI**”) on June 21, 2021. The Permit authorizes the replacement of wood siding, repair of damaged framing, seismic improvements, and installation of new windows in existing openings on the east wall of the Property, which is in severe disrepair (the “**Project**”).

This appeal results from a disagreement between an individual condominium owner pursuing her own renovation, unhappy with common area repairs needed to maintain the Property in a safe and habitable condition for all owners, not just appellant. As set forth below, DBI did not abuse its discretion in issuing the Permit; we respectfully urge this board to deny this appeal.

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One Bush Street, Suite 600, San Francisco, CA 94104
tel: 415-567-9000 | fax: 415-399-9480

Oakland Office
492 9th Street, Suite 200, Oakland, CA 94607
tel: 510-527-5589

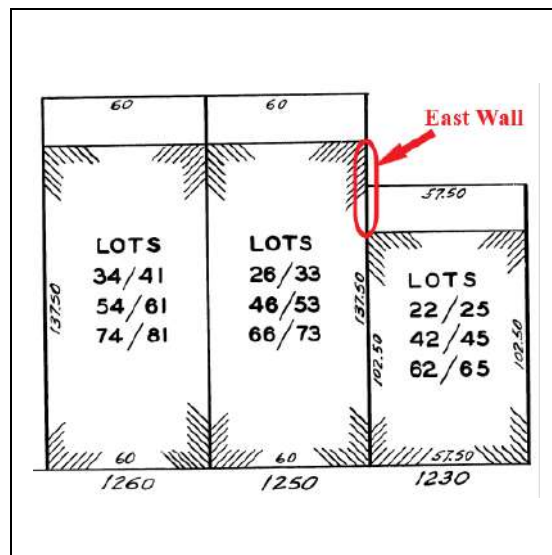
www.reubenlaw.com

Appellant, Julia Westerling (“**Appellant**”) claims the Permit plans are inadequate and takes issue with the location and size of the new windows being installed on the east wall of the Property (“**East Wall**”).¹ Appellant’s claims, however, are unfounded and without merit.

A. CLAY HILL HOA AND PROJECT BACKGROUND

The Clay Hill HOA is a non-profit benefit corporation established in 1974 for the purpose of managing and maintaining a common interest development located at 1230-1260 Clay Street. The development contains sixty separate residential condominiums. All sixty units are subject to Clay Hill HOA’s governing documents and Covenants, Conditions and Restrictions & Bylaws (“**CC&Rs**”; attached as **Exhibit C**). The CC&Rs are in place for the purpose of protecting, preserving, and enhancing the value and attractiveness of the development for the mutual benefit of all owners. Pursuant to the CC&Rs, the Clay Hill HOA Board of Directors (the “**Board**”) is delegated authority to manage the association “have[ing] the power and duty to make decisions on behalf of the Association on all issues except those requiring Unit approval.” (CC&Rs, Article 14.)

The Clay Hill HOA’s sixty residential condominium units are within three separate buildings. The condominium was established after the three buildings were constructed. While the three separate buildings together comprise the Clay Hill HOA, the three buildings importantly are each on three separate parcels. (Assessor’s Block Map 0214 attached as **Exhibit D**.) The East Wall is the eastern



¹ Project Plans are attached as **Exhibit B**.

portion of the middle building's, i.e., the Property's, envelope that is exposed and not directly built against the building at 1230 Clay Street, which is not as deep as the Property. The East Wall is an exterior wall for Units 105, 205, and 305 of the Property. As an exterior wall and as set forth in the CC&Rs, the East Wall is common area property to be maintained by the Clay Hill HOA with management delegated to the Board.² (CC&Rs, Article 2.2; Article 3.1; Article 14.)

Performing its duties, the Board has been engaged in the process to repair the East Wall, which is in a state of severe disrepair that has been getting worse since first identified in late 2014 or early 2015 in a reserve study. Since discovery, the Board retained licensed professionals to obtain advice and consultation for determining the best path forward to repair the East Wall to ensure the safety and habitability of the Property, which contains 40% of the units in the Clay Hill HOA. While the issues were identified in late 2014 or early 2015, action to address the concerns began in earnest in 2019 and have been hung up by challenges from Appellant since then, with this appeal being the most recent.³ The East Wall repairs challenged by Appellant are necessary to preserve the integrity, safety, and habitability of the Property.

² The CC&Rs define the scope and parameters of the individual condominium units from common area:

Common Area. The Common Area consists of the entire property except for the Units.

Unit. A Unit consists of the area bounded by the *interior unfinished surfaces of its perimeter walls*, bearing walls, interior beams and columns, ceilings, floors, fireplaces, windows, and doors, including the wallboard, plaster, paneling carpet or other finishes on these surfaces. A Unit includes (i) the pain on the interior surfaces of the window and door frames located or exposed within the unit, (ii) plumbing, hearing, air conditioning and electrical fixtures or appliances located or exposed within the Unit, and (iii) water heaters, furnaces or air conditioners serving only the Unit. *A Unit does not include (i) structural components of walls, ceilings, and floors, (ii) frames and hardware associated with exterior doors and windows, (iii) portions of plumbing, heating, air conditioning, or electrical systems serving more than one Unit, and (iv) fireplace flues.* (CC&Rs, Article 2.2, emphasis added.)

³ A photograph of the East Wall wrapped with a protective skin from fall of 2019 is attached as **Exhibit E**. The protective skin has an anticipated lifespan of three months, with a maximum of six months. The skin, having been up

Meanwhile, Appellant has been in the process of an interior renovation of her individual condominium unit within the Property, Unit 105. Unit 105 sits in the lower northeast corner of the Property with a portion bounded by the East Wall with two property-line windows, one in the kitchen and another in the bathroom approximately 77-inches from 1230 Clay Street. Appellant has sought modifications that are not in line with that which is permissible under the CC&Rs. Having been advised by the Board in February 2019 that her proposed renovations to Unit 105 are not permissible, Appellant has had to change course with her project and since then obstructed the necessary efforts to repair the East Wall. Appellant has presented no evidence that DBI abused its discretion in issuing the Permit. The Permit was properly issued. Accordingly, we urge this Board to deny the appeal.

**1. New Window Installations on East Wall
the Responsibility of the Clay Hill HOA**

Appellant previously challenged the Clay Hill HOA's authority to perform the new window installations on the East Wall. On November 6, 2020, Appellant was advised by the Board through its council that the Clay Hill HOA is responsible for replacing and installing windows at the Property. (A copy of the November 6, 2020, Letter is attached as **Exhibit F**.) As set forth by California State statute, by default the homeowners' "association is responsible for repairing and replacing the exclusive common area," including the common area windows on the East Wall as well as all the exterior windows of the Clay Hill HOA, *unless specified otherwise* in the governing documents. (Civil Code, § 4775(a)(3).) In this case, the CC&Rs are silent as to who is responsible for window replacement. Thus, window replacements are the responsibility of the Clay Hill HOA.

for nearly two years due to delays from Appellant's challenges, is disintegrating off the wall littering the gardens of adjoining properties.

**2. East Wall in Severe Disrepair and
Must be Repaired to Prevent Damage to the Property**

In late 2014 or early 2015, the annual reserve study identified damage to the East Wall. At the time of discovery, the damage was not severe or a life-safety concern. Admittedly, assessment of a path forward to address the repairs needed to the East Wall was not as quick as one would hope. In 2019, the Board sought advice from several contractors and licensed professionals to properly repair and rebuild the East Wall, including window replacement. A June 3, 2019, proposal from Fidelity Roof Company (attached as **Exhibit G**) indicates the following issues:

- Several of the existing windows were either enlarged or reduced in size and the wood siding was patched in short sized boards. There is no provision of shear strength in the wall, leaving the wall vulnerable to excessive movement;
- There is a lack of wall insulation, indicative of mold occurrence within the units; and
- The existing windows are of various types, including hinged, louvered, and sliders.

Fidelity Roof Company recommended replacement of all nine windows on the East Wall with high-quality new windows. The replacement windows would provide continuity and conformity compared to the random, mish-mash, hodgepodge of windows that currently exist.

In addition, in 2019 Avelar was engaged to inspect the East Wall as part of an overall envelope inspection to best prepare for and accomplish specific repairs before painting the building. Based on Avelar's preliminary investigations from a simple visual inspection, a June 17, 2019, report (attached as **Exhibit H**) identified the following failures of the East wall:

- Numerous improper window replacements, including poor construction and inadequate structural and external treatments (window external trim faulty);
- Façade failures, including water entry evident by the corrosion of the fasteners (bulging nails) and significant paint-cracking at the side butt-joints; and
- Paint bubbles, indicating water entry and likely dry-rot underneath.

Avelar found that “part of the wall has literally fallen apart due to improper window replacement.” (*Id.*) The façade failures have been allowing water entry into the interior cavity for some time, giving rise to concerns of toxic mold. The façade failures must be addressed before common building maintenance, such as painting, can be performed. The delay in performing these much-needed repairs only results in the Property falling into further disrepair to the detriment of all Clay Hill HOA condominium owners that are burdened with increased common area maintenance costs.



3. History of East Wall Windows and Permitting Process

The Property was constructed in 1952. After a detailed and thorough analysis of the building permit history by the Project architect, it was determined that the East Wall as designed only had two wood double-hung property-line windows at the third story, i.e., for the kitchen and bathroom of Unit 305. A copy of the original permit drawing for the Property’s East Wall in a November 7, 2019, comparative plan set is attached as **Exhibit I** and a November 8, 2019, evaluation of permit and drawing history attached as **Exhibit J**. However, two property-line windows were also installed at both the first and second story, i.e., for the kitchens and bathrooms of Units 105 and 205. (*Id.*)

Subsequent to initial construction, through a series of ad hoc renovations, the East Wall windows were replaced with random windows, with some poorly installed. There is a hodge-podge of mismatched windows on the East Wall of varying size, style, and materials, including fiberglass awning, jalousie, aluminum slider, and fiberglass sliding. The current windows that replaced the original double-hung wood windows on the East Wall in the bathroom and kitchen in Unit 105 were installed without proper DBI permits and without permission of the Clay Hill HOA.⁴ (*Id.*) There is infilling of the original double-hung windows readily seen from a visual inspection.

Due to the failures of the East Wall, including poorly installed windows and water intrusion along with there being no continuity, new windows on the East Wall are being proposed that are in greater conformity with the rest of the existing windows at the Clay Hill HOA. To that end, on March 9, 2020, a pre-application meeting with a senior DBI plan checker and a Bureau of Fire Prevention plan checker was held and attended by the Project architect. Copy of March 9, 2020, pre-application meeting summary memorandum attached as **Exhibit K**. At the pre-application meeting, it was determined that while the Clay Hill HOA merged the three buildings and properties that they were located on, there are still three distinct buildings and there is an “assumed” property line for each building. Because there is an assumed property line, there are stricter fire life-safety requirements. Property line walls are required to be 1-hour fire rated with no openings.

San Francisco has a Local Equivalency for Approval of New Openings in New and Existing Building Property Line Walls, AB-009. To take advantage of AB-009, nine conditions

⁴ After review of the permit history, the Project architect was unable to locate permits for installation of picture frame windows in the living rooms of Units 205 and 305 or for those in Unit 105. As noted in Appellant’s attachment (vi) to appeal brief, “Appeal-21-062-chronology.pdf” the owner for Unit 205 conducted research and found the living room picture frame window was permitted. The owner for Unit 205 found a job card that noted the window, however, the permit project description made no reference to such a window, which lead to the initial determination that the window was not permitted. To date, no permits for the two windows on the East Wall in Unit 105 have been located by anyone.

must be satisfied, including Condition 2 that requires such windows be fixed, Condition 3 that requires such windows be no less than six feet laterally from any adjacent building, Condition 4 that requires a minimum fire rating for the window assembly, and Condition 5 that requires the opening be protected by a fire sprinkler. In this case, the stack of bathroom windows is located six feet from 1230 Clay Street and there is no fire sprinkler system in the building, making AB-009 inapplicable. (*Id.*) However, at the pre-application meeting utilizing DBI's Procedures for Approval of Local Equivalencies, AB-005 by providing a 60-minute fire-rated window and frame along with the improvement of the performance of the overall wall to be 1-hour fire rated was discussed and deemed an acceptable alternate in lieu of a fire sprinkler.

4. Appellant's Personal Condo Renovation

On October 18, 2018, DBI issued Building Permit Application No. 2018.10.18.3605 over-the-counter to Appellant for "REMODEL KITCHEN/BATH NO PARTITION DEMO REPLACE 4 WINDOWS + 1 SLIDER (NO VISIBLE FROM THE STREET) ALL WORK IN UNIT NO WORK IN COMMON AREAS. NO INCREASE TO AREA OR HEIGHT" ("**Appellant's Project**"; Permit Details Report for Appellant's Project attached as **Exhibit L**). Appellant did not have approval or authority from the Clay Hill HOA to replace the windows in her unit. As set forth in Article 2.2 of the CC&Rs, the "frames and hardware associated with exterior doors and windows" are not part of the residential condominium, rather that is common area. Appellant is not permitted to replace the windows in her unit rather the Clay Hill HOA is responsible for doing such.⁵ Yet, Appellant combats the Board's efforts to repair the East Wall, including new windows.

⁵ In late 2019, Appellant and her contractor met with building manager, the Clay Hill HOA architect, and Board member to discuss Appellant's proposed renovations. At the meeting, Appellant's contractor acknowledged that the windows on the East Wall could not be replaced as part of Appellant's renovations due to being common area under the Clay Hill HOA's control. Project coordination meeting notes attached as **Exhibit M**.

B. BUILDING PERMIT PROPERLY ISSUED BY DBI AND NO ABUSE OF DISCRETION

A building permit is required for all window replacements, even if not visible from a public right-of-way. In this case, DBI properly issued the subject Permit over-the-counter authorizing installation of new windows in existing openings on the East Wall. If windows are being replaced in-kind or on nonvisible elevations and all the required materials for review are submitted, an over-the-counter approval can be issued at the Planning Information Center. (April 2010, *Standards for Window Replacement*, San Francisco Planning Department.) In this case, the East Wall windows are on nonvisible elevations and all the required materials were provided at Permit submission over the counter. DBI did not abuse its discretion in issuing the Permit.

C. APPELLANT'S REQUESTS ARE NOT SUPPORTED BY EXISTING CONDITIONS

Appellant makes four assertions regarding why the Permit was not properly issued. However, none warrants granting the appeal and revoking the Permit.

**1. Existing Property Line Windows FAQ Not Applicable
Because Unit 105's Bathroom Window was Never Permitted**

Appellant's first two contentions are: (i) that the proposed bathroom windows for Units 105 and 205 can be relocated relying on a Frequently Asked Questions flier for Existing Property Line Windows and (ii) there are concerns regarding window size. Appellant's reliance on that FAQ flier is misplaced. As previously noted, some of the windows on the East Wall were installed with the benefit of a permit while others were installed without the benefit of a permit. While the bathroom window for Unit 205 appears to have been installed with the benefit of a permit, the windows for Unit 105 were not. Because the windows for Unit 105 were never permitted, the Project is viewed as the addition of new windows and not as the replacement of an existing window. Accordingly, the FAQ flier for Existing Property Line Windows is not applicable and

Appellant’s reliance on it is without merit; there is no need for a “scaled, single line drawing showing the existing interior elevation”

As set forth in the Clay Hill HOA’s CC&Rs, the Board has been delegated the authority to make decisions and manage the maintenance obligations of the association. In this case, the Board exercised such authority in determining it was in the best interest of the association to have continuity and conformity with respect to window size, style, and material. With regard to the East Wall, which has a hodgepodge of window sizes, styles, and materials, the Board determined it beneficial to the Clay Hill HOA to bring the East Wall windows into conformity with respect the windows on the East Wall as well as with the greater association, i.e., all three buildings. Accordingly, it was determined that the stack of bathroom windows should all be the same size, style, and material. Consequently, in doing such, the size of the bathroom windows for Units 105 and 205 had to change slightly, which resulted in an increase in overall area of the two windows.

2. Hopper Windows not Used Elsewhere in Clay Hill HOA and Would not Conform with Existing Windows in the Association

Appellant raises concerns with the proposed kitchen window style being changed from awning in preliminary plans date June 16, 2021, to slider and requests a hopper-style window. Appellant’s existing kitchen window is a slider. Though a fixed window would normally be required, utilization of the Local Equivalency set forth in AB-005 would allow an operable kitchen window. While an awning window was initially proposed for the stack of kitchen windows in the June 16, 2021, plan set referenced by Appellant, they had to be changed to slider windows to respect the plane of the building. An awning window would break the plane when pushed out open. The change from awning to slider window in the kitchen is necessary to respect the plane of the

building, i.e., property line, such that it is not broken. This change was required by DBI as a condition of approval for the Permit.

Irrespective of Appellant's position, hopper windows are not appropriate for the Clay Hill HOA. There is no other instance at the association where a hopper window is used. Use of hopper windows on the East Wall would not be in conformity with the existing conditions at the Clay Hill HOA. Moreover, the Board was advised against use of hopper windows due to the lack of protection from the elements. If a hopper window is left open, anything that falls from the sky, including dirt, dust, silt and more importantly rain, can penetrate into the building. The East Wall has significant water intrusion and failures. Exercising its delegated authority, the Board decided against utilizing a window style that could possibly result in water intrusion and future failures.

3. Existing Windows were Adequately Measured

Appellant contends that the proposed dimensions for the living room window of Unit 205 are inaccurate, and the existing window was not measured properly. While it is true that the existing dimension of Unit 205's living room window is proposed to change in size from 72" x 56" to 72" x 54", the change is being done to create continuity. As mentioned above, the existing windows on the East Wall are a hodge-podge of mismatched window sizes, styles, and materials. The living room windows in Units 205 and 305 do not match – Unit 305's living room window is 72" x 54". In line with the desire to create continuity and conformity in the Clay Hill HOA's windows, the Board exercising its discretion and delegated authority determined to have the two new living room windows matching in size as well as in style and material. As a result, Unit 205's living room window was reduced in size to match Unit 305's. In addition, Unit 205's living room

window on the East Wall is a secondary window. The primary windows for the unit are north facing.

D. CONCLUSION

The Permit for new windows on the East Wall of the Property was properly issued by DBI. The windows in question are common area property of a common interest development. As common area property, the windows are paid for and to be maintained by the Clay Hill HOA. The Clay Hill HOA has delegated the authority to manage the Clay Hill HOA to the Board. Exercising its delegated authority and discretion, the Board selected and approved a proposed design for the East Wall after careful consultation with licensed professionals. The concerns raised by Appellant regarding whether certain required information was included or not, and whether measurements were properly taken, were properly vetted by DBI at both a pre-application meeting and during plan check review of the Permit. DBI did not abuse its discretion in issuing the Permit.

Clay Hill HOA therefore respectfully requests that the Board uphold the Permit issued by DBI, allowing installation of new windows on the East Wall so that the integrity of the age-eligible historic resource can be maintained and the building doesn't fall into further disrepair.

Thank you for your consideration.

Very truly yours,

REUBEN, JUNIUS & ROSE, LLP



Justin A. Zucker

Enclosures: Exhibits A through M

President Daryl Honda
San Francisco Board of Appeals
August 12, 2021
Page **13** of **13**

cc:

Rick Swig, Vice President
Ann Lazarus, Commissioner
Tina Chang, Commissioner
Jose Lopez, Commissioner
Julie Rosenberg, Executive Director (via email, julie.rosenberg@sfgov.org)
Scott Sanchez, Deputy Zoning Administrator (via email, scott.sanchez@sfgov.org)
Clay Hill Board of Directors (via Property Management Company, alvin@bancalsf.com)
Appellant, Julia Westerling (via email, jw_public@verizon.net)

EXHIBIT LIST:

- Exhibit A – Building Permit Application No. 2021.06.21.2867
- Exhibit B – Project Plans
- Exhibit C – Clay Hill HOA Covenants, Conditions and Restrictions & Bylaws
- Exhibit D – Assessor’s Block Map 0214
- Exhibit E – Fall 2019 Photo of East Wall Wrapped with Skin
- Exhibit F – November 6, 2020, Letter to Appellant from HOA Council
- Exhibit G – June 3, 2019, Fidelity Roof Company Proposal
- Exhibit H – June 17, 2019, Avelar Report
- Exhibit I – November 9, 2019, Comparative Plan Set
- Exhibit J – November 8, 2019, Permit History Evaluation
- Exhibit K – March 9, 2020, Pre-Application Meeting Summary Memorandum
- Exhibit L – Permit Details Report for Appellant’s Project (BPA No. 2018.10.18.3605)
- Exhibit M – Project coordination meeting notes

Exhibit A

APPROVED FOR ISSUANCE

APPROVED
Dept. of Building Insp.
- San Francisco -

JUN 21 2021

Patrick O'Riordan
PATRICK O'RIORDAN
INTERIM DIRECTOR
DEPT. OF BUILDING INSPECTION

APPLICATION NUMBER
2021-0621-2867

OSHA APPROVAL REQ'D
APPROVAL NUMBER

**APPLICATION FOR BUILDING PERMIT
ADDITIONS, ALTERATIONS OR REPAIRS**

**CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF BUILDING INSPECTION**
APPLICATION IS HEREBY MADE TO THE DEPARTMENT OF
BUILDING INSPECTION OF SAN FRANCISCO FOR
PERMISSION TO BUILD IN ACCORDANCE WITH THE PLANS
AND SPECIFICATIONS SUBMITTED HERewith AND
ACCORDING TO THE DESCRIPTION AND FOR THE PURPOSE
HEREINAFTER SET FORTH.

FORM 3 OTHER AGENCIES REVIEW REQUIRED
FORM 8 OVER-THE-COUNTER ISSUANCE
2 NUMBER OF PLAN SETS

DO NOT WRITE ABOVE THIS LINE

DATE FILED <u>6/21/21</u>	FILING FEE RECEIPT NO.	(1) STREET ADDRESS OF JOB <u>1250 CLAY STREET / UNITS 105, 205, 305</u>	BLOCK & LOT <u>0214/030,050,070</u>
PERMIT NO. <u>1540487</u>	ISSUED <u>6/21/21</u>	(2A) ESTIMATED COST OF JOB <u>\$1.00</u>	(2B) REVISED COST: <u>\$1 + 11R</u> BY: <u>me</u> DATE: <u>6/21/21</u>

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

LEGAL DESCRIPTION OF EXISTING BUILDING

(4A) TYPE OF CONSTR. <u>EA/V-B</u>	(5A) NO. OF STORIES OF OCCUPANCY: <u>3</u>	(6A) NO. OF BASEMENTS AND CELLARS: <u>1</u>	(7A) PRESENT USE: <u>MULTI-FAMILY RESIDENTIAL</u>	(8A) OCCUP. CLASS <u>R-2</u>	(9A) NO. OF DWELLING UNITS: <u>24</u>
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DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION

(4) TYPE OF CONSTR. <u>EA/V-B</u>	(5) NO. OF STORIES OF OCCUPANCY: <u>3</u>	(6) NO. OF BASEMENTS AND CELLARS: <u>1</u>	(7) PROPOSED USE (LEGAL USE) <u>MULTI-FAMILY RESIDENTIAL</u>	(8) OCCUP. CLASS <u>R-2</u>	(9) NO. OF DWELLING UNITS: <u>24</u>
--------------------------------------	--	---	---	--------------------------------	---

(10) IS AUTO RUNWAY TO BE CONSTRUCTED OR ALTERED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	(12) ELECTRICAL WORK TO BE PERFORMED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(13) PLUMBING WORK TO BE PERFORMED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
--	--	--	--

(14) GENERAL CONTRACTOR <u>AMBER-TRU CONSTRUCTION</u>	ADDRESS <u>PO BOX 590957 SECA 9459</u>	ZIP <u>94159</u>	PHONE <u>415-786-1502</u>	CALIF. LIC. NO. <u>880799</u>	EXPIRATION DATE <u>7/31/22</u>
--	---	---------------------	------------------------------	----------------------------------	-----------------------------------

(15) OWNER - LESSEE (CROSS OUT ONE) <u>CLAY HILL CONDOMINIUM ASSOC. c/o BANCAL PROPERTY MGMT.</u>	ADDRESS <u>320 JACKSON, SECA 94111</u>	ZIP <u>94111</u>	BTRC#	PHONE (FOR CONTACT BY DEPT.) <u>415-397-1044</u>
--	---	---------------------	-------	---

(16) WRITE IN DESCRIPTION OF ALL WORK TO BE PERFORMED UNDER THIS APPLICATION (REFERENCE TO PLANS IS NOT SUFFICIENT)
REVISIONS TO ISSUED PERMIT # 2020-0718-9807

- REDUCTION OF SCOPE FOR EAST WALL IMPROVEMENTS. NO CHANGE TO BLDG.
- REPLACE RED WOOD SIDING. REPAIR DAMAGED FRAMING ENVELOPE
- ADD 5/8" PLYWOOD ANCHOR BOLTS FOR VOLUNTARY SEISMIC IMPROVEMENT
- INSTALL NEW WINDOWS IN EXISTING OPENINGS NOT VISIBLE FROM STREET

ADDITIONAL INFORMATION

(17) DOES THIS ALTERATION CREATE ADDITIONAL HEIGHT OR STORY TO BUILDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(18) IF (17) IS YES, STATE NEW HEIGHT AT CENTER LINE OF FRONT	(19) DOES THIS ALTERATION CREATE DECK OR HORIZ. EXTENSION TO BUILDING? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(20) IF (19) IS YES, STATE NEW GROUND FLOOR AREA SQ. FT.
(21) WILL SIDEWALK OVER SUB-SIDEWALK SPACE BE REPAIRED OR ALTERED? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(22) WILL BUILDING EXTEND BEYOND PROPERTY LINE? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	(23) ANY OTHER EXISTING BLDG. ON LOT? (IF YES, SHOW ON PLOT PLAN) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(25) ARCHITECT OR ENGINEER (DESIGN <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> <u>JONATHAN PEARLMAN, 1158 GREEN ST #4, SF, CA 94109</u>		ADDRESS <u>C26034</u>	
(26) CONSTRUCTION LENDER (ENTER NAME AND BRANCH DESIGNATION IF ANY. IF THERE IS NO KNOWN CONSTRUCTION LENDER, ENTER "UNKNOWN") <u>None</u>		ADDRESS	

IMPORTANT NOTICES

No change shall be made in the character of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Housing Code.
No portion of building or structure or scaffolding used during construction is to be closer than 6'0" to any wire containing more than 750 volts. See Sec 385, California Penal Code.
Pursuant to San Francisco Building Code, the building permit shall be posted on the job. The owner is responsible for approved plans and application being kept at building site.
Grade lines as shown on drawings accompanying this application are assumed to be correct. If actual grade lines are not the same as shown, revised drawings showing correct grade lines, cuts and fills, and complete details of retaining walls and wall footings must be submitted to this department for approval.

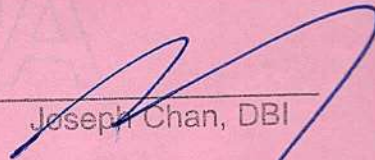

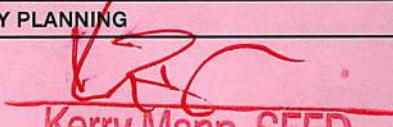
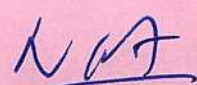

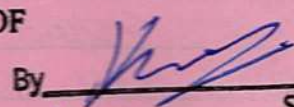
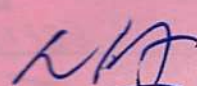
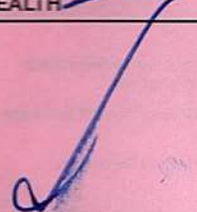
NOTICE TO APPLICANT

HOLD HARMLESS CLAUSE. The permittee(s) by acceptance of the permit, agree(s) to indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from operations under this permit, regardless of negligence of the City and County of San Francisco, and to assume the defense of the City and County of San Francisco against all such claims, demands or actions.

In conformity with the provisions of Section 3800 of the Labor Code of the State of California, the applicant shall have worker's compensation coverage under (I) or (II) designated below, or shall indicate item (III), (IV), or (V), whichever is applicable. If however item (V) is checked, item (IV) must be checked as well. Mark the appropriate method of compliance below.

I hereby affirm under penalty of perjury one of the following declarations:

CONDITIONS AND STIPULATIONS

REFER TO:	APPROVED: <div style="text-align: right;">  Joseph Chan, DBI JUN 21 2021 _____ BUILDING INSPECTOR, DEPT. OF BLDG. INSP. </div>	DATE: 6/21 REASON: OK TO ISSUANCE WITH H.P.
<input type="checkbox"/>	APPROVED: <div style="text-align: right;">  _____ DEPARTMENT OF CITY PLANNING </div>	DATE: _____ REASON: _____ NOTIFIED MR. _____
<input checked="" type="checkbox"/>	APPROVED: <div style="text-align: right;">  Kerry Mann, SFFD JUN 21 2021 _____ BUREAU OF FIRE PREVENTION & PUBLIC SAFETY </div>	DATE: _____ REASON: _____ NOTIFIED MR. _____
<input type="checkbox"/>	APPROVED: <div style="text-align: right;">  _____ MECHANICAL ENGINEER, DEPT. OF BLDG. INSPECTION </div>	DATE: _____ REASON: _____ NOTIFIED MR. _____
<input type="checkbox"/>	APPROVED: <div style="text-align: right;">  _____ CIVIL ENGINEER, DEPT. OF BLDG. INSPECTION </div>	DATE: _____ REASON: _____ NOTIFIED MR. _____
<input checked="" type="checkbox"/>	APPROVED: NO ALTERATION TO OR RECONSTRUCTION OF CITY RIGHT-OF-WAY UNDER THIS PERMIT By  Kevin Li SFPW/BSM 6/21/21 _____ BUREAU OF ENGINEERING	DATE: _____ REASON: _____ NOTIFIED MR. _____
<input type="checkbox"/>	APPROVED: <div style="text-align: right;">  _____ DEPARTMENT OF PUBLIC HEALTH </div>	DATE: _____ REASON: _____ NOTIFIED MR. _____
<input type="checkbox"/>	APPROVED: <div style="text-align: right;">  _____ REDEVELOPMENT AGENCY </div>	DATE: _____ REASON: _____ NOTIFIED MR. _____

EHL
 CO AND/OR
 NANCES OF
 ANCE WITH
 62127129

REASON:

DEPARTMENT OF PUBLIC HEALTH

NOTIFIED MR. _____

DATE: _____

REASON: _____

APPROVED:

NOTIFIED MR. _____

DATE: _____

REASON: _____

REDEVELOPMENT AGENCY

APPROVED:

NOTIFIED MR. _____

Legal use per CFC # 431843

No. of units 24 Firs. Of Occ. 3

6/21/21 YJ

HOUSING INSPECTION DIVISION

I agree to comply with all conditions or stipulations of the various bureaus or departments noted on this application, and attached statements of conditions or stipulations, which are hereby made a part of this application.

Number of attachments

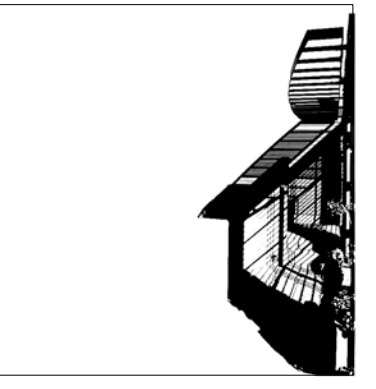
OWNER'S AUTHORIZED AGENT

Exhibit B

CLAYHILL CONDOMINIUMS

1250 CLAY STREET, SAN FRANCISCO, CA 94108

BLOCK/LOTS: 0214/030 (UNIT 105), 0214/050 (UNIT 205) & 0214/070 (UNIT 305)



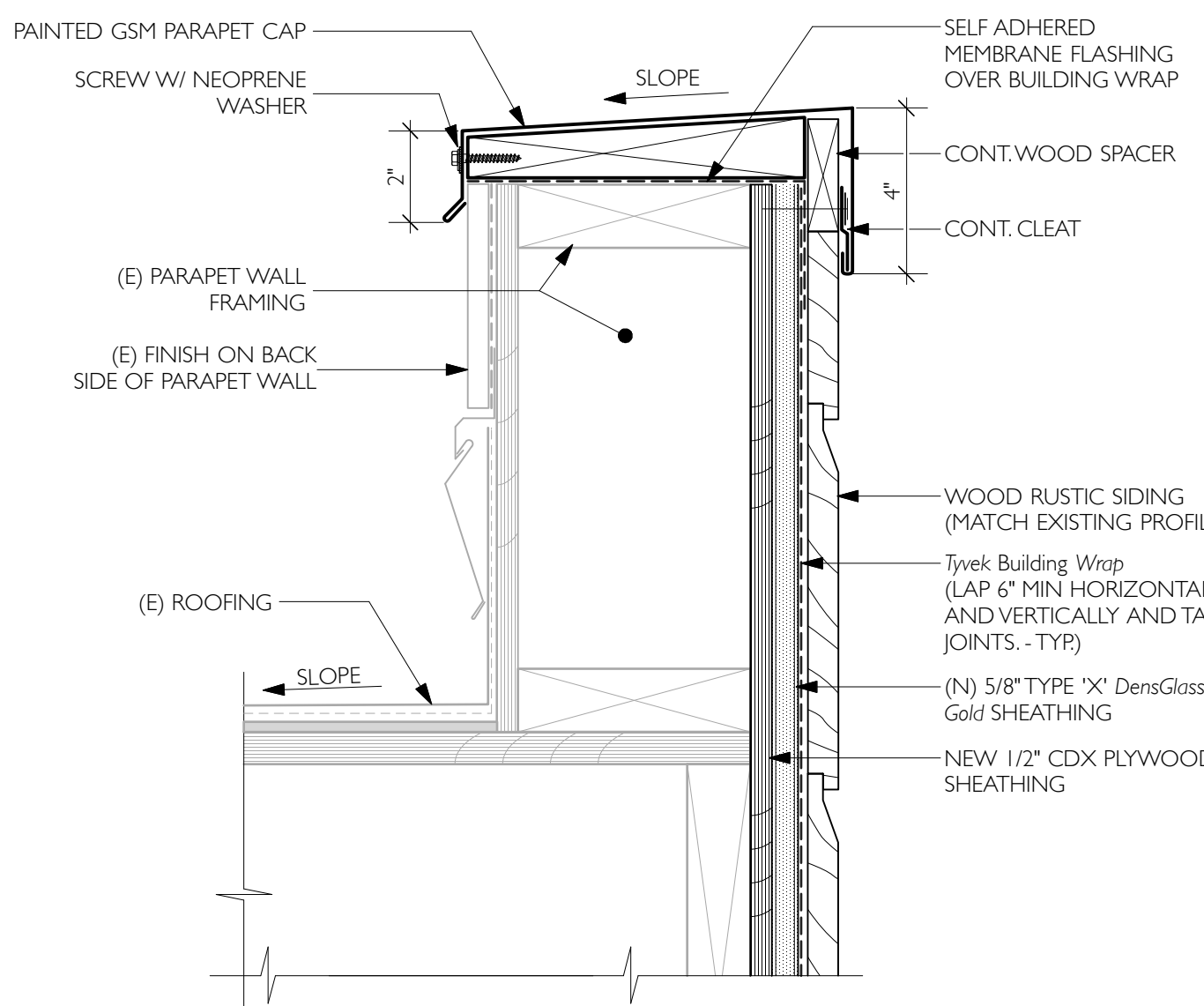
ELEVATIONarchitects

1159 Green Street, Suite 4
San Francisco, CA 94109

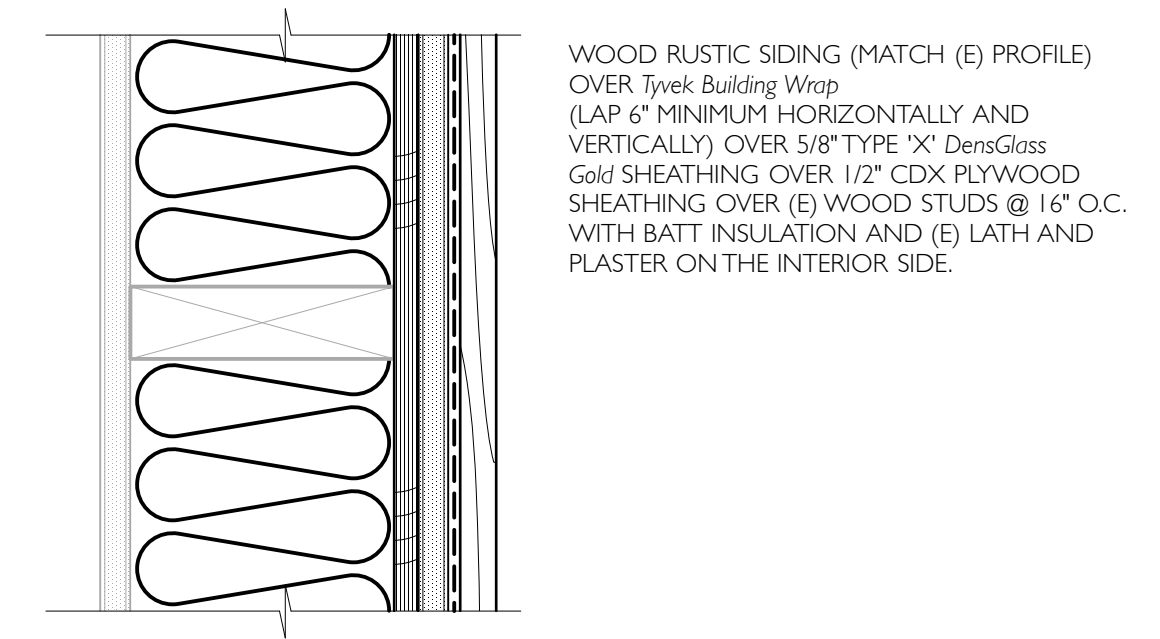
415.537.1125.v
www.elevationarchitects.com.wv



agency stamps:



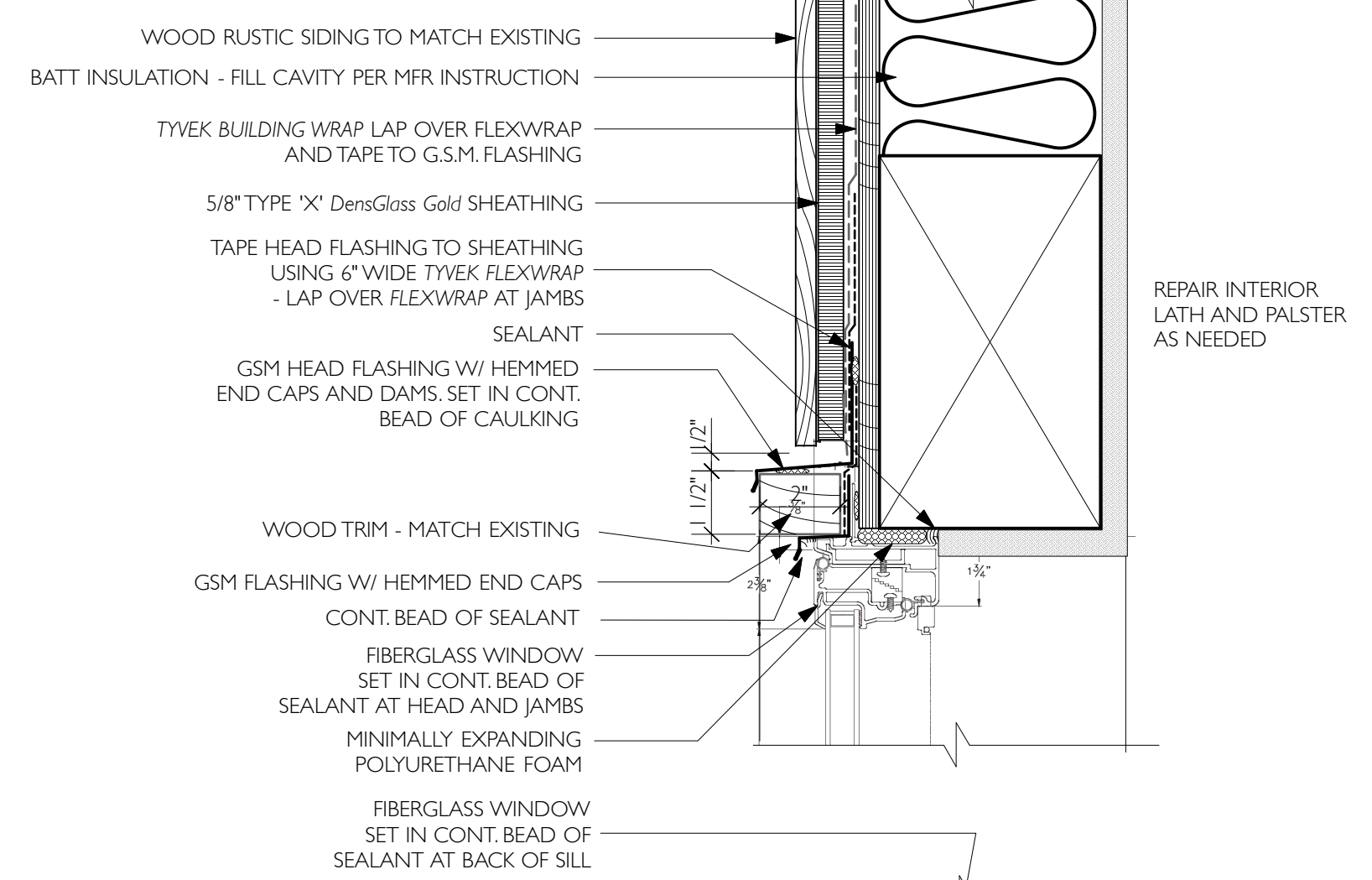
2 PARAPET CAP
Scale: 3" = 1'-0"



3 EXTERIOR WALL ASSEMBLY
Scale: 3" = 1'-0"

FIRE RATING: 1-HOUR, GA FILE NO. WP 8105

NOTE:
REPAIR ALL EXISTING PLATES AND STUDS AS NEEDED
REPAIR PLASTER AND LATH TO MATCH ADJACENT SURFACES



4 WINDOW - HEAD AND SILL
Scale: 3" = 1'-0"

INSTALL WDW AS PER MFR INSTRUCTIONS

PROJECT TEAM

Home Owners Association:
Clay Hill Condominium Home Owners Association
c/o BanCal Property Management
220 Jackson Street, Suite 300
San Francisco, CA 94111
Contact: Alvin Donaire, Community Association Manager
415.397.1044
alvin@bancafs.com

Architect:
Elevation Architects
1159 Green Street, Suite 4
San Francisco, CA 94109
Contact: Jonathan Pearlman
415.537.1125 x101
jonathan@elevationarchitects.com

General Contractor:
Amber Tru Construction
P.O. Box 590957
San Francisco, CA 94159
Contact: Barry McShane
415.756.1502
barry@ambertruconstruction.com
Contractor License #880789

TABLE OF CONTENTS

- A-1 COVER SHEET / DETAILS
- A-2 PLANS / PHOTOS / ELEVATIONS

PERMITS

- OVER-THE-COUNTER (OTC) BUILDING PERMIT
- REVISION TO ISSUED PERMIT: 2020.07.08.9807

APPLICABLE CODES

- 2019 CALIFORNIA BUILDING CODE (CBC)
- 2019 CALIFORNIA MECHANICAL CODE (CMC)
- 2019 CALIFORNIA PLUMBING CODE (CPC)
- 2019 CALIFORNIA ELECTRICAL CODE (CEC)
- 2019 CALIFORNIA FIRE CODE (CFC) WITH CITY OF SAN FRANCISCO AMENDMENTS
- CURRENT NFPA 13
- 2019 CALIFORNIA ENERGY CODE
- 2019 SAN FRANCISCO BUILDING CODE

SCOPE OF WORK:

- REPAIR EXISTING EXPOSED EAST EXTERIOR WALL:
 - REMOVE EXISTING RUSTIC SIDING AND WINDOWS
 - REPAIR EXISTING WALL FRAMING AS NEEDED
 - EXISTING STUDS & INTERIOR FINISHES TO REMAIN
 - NEW INSULATION, BUILDING WRAP, PLYWOOD
 - NEW REDWOOD RUSTIC SIDING
 - NEW WINDOWS, REPLACE IN-KIND IN EXISTING LOCATIONS
- NO CHANGE IN BUILDING ENVELOPE

PLANNING DEPARTMENT NOTES

PROJECT LOCATION: 1250 CLAY STREET
BLOCK/LOTS: 0214/030 (UNIT 105), 0214/050 (UNIT 205) & 0214/070 (UNIT 305)
ZONING: RM-3
EXISTING BUILDING USE:
24 UNIT RESIDENTIAL (3 UNITS AFFECTED BY EXTERIOR ALTERATIONS)
PROPOSED BUILDING USE:
NO CHANGE

SETBACKS:

- FRONT - NO CHANGE
 - SIDE - NO CHANGE
 - REAR - NO CHANGE
- HEIGHT & BULK: 65-A
EXISTING BUILDING HEIGHT: NO CHANGE
PARKING: NO CHANGE
USABLE OPEN SPACE: NO CHANGE

BUILDING DEPARTMENT NOTES

OCCUPANCY CLASSIFICATION: R-2
CONSTRUCTION TYPE: 3 FLOORS OF V-B OVER 1 FLOOR OF I-A
NUMBER OF FLOORS: 3 FLOORS OVER BASEMENT PARKING

NO CHANGES WILL BE MADE TO EXISTING OCCUPANCY CLASSIFICATION, CONSTRUCTION TYPE, NUMBER OF FLOORS OR ROOF HEIGHT.

UNIT SUMMARY

UNIT 105 (LOT 030): 575 SF 1 BEDROOM/1 BATH (NO CHANGE)
UNIT 205 (LOT 050): 575 SF 1 BEDROOM/1 BATH (NO CHANGE)
UNIT 305 (LOT 070): 575 SF 1 BEDROOM/1 BATH (NO CHANGE)

VICINITY MAP



GENERAL NOTES

1. THESE DRAWINGS CONSTITUTE A PORTION OF THE CONTRACT DOCUMENTS AS DEFINED IN AIA DOCUMENT A201, THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. REFER TO PROJECT MANUAL.

2. IN BEGINNING WORK, CONTRACTOR ACKNOWLEDGES THOROUGH FAMILIARITY WITH THE BUILDING SITE CONDITIONS, WITH THE DRAWINGS AND SPECIFICATIONS, WITH THE DELIVERY FACILITIES AND ALL OTHER MATTERS AND CONDITIONS WHICH MAY AFFECT THE OPERATIONS AND COMPLETION OF THE WORK AND ASSUMES ALL RISK. CONTRACTOR TO VERIFY SURVEY DIMENSIONS BEFORE COMMENCING WORK. CONTRACTOR SHALL REPORT AT ONCE TO THE ARCHITECT ANY ERROR, INCONSISTENCY OR OMISSION THAT MAY BE DISCOVERED AND CORRECT AS DIRECTED, IN WRITING, BY THE ARCHITECT.

3. BY ACCEPTING AND USING THESE DRAWINGS, CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE SAFETY CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ARCHITECT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE ARCHITECT OR ANY UNAUTHORIZED PERSON ON THE SITE WITHOUT PERMISSION OF THE CONTRACTOR.

4. ARCHITECT AND OWNER WILL NOT BE RESPONSIBLE FOR ANY CHANGES IN PLANS, DETAILS OR SPECIFICATIONS UNLESS APPROVED IN WRITING IN ADVANCE OF CONSTRUCTION.

5. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTOR SHALL VERIFY AND BE MADE COMPLETELY RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS SHOWN AND A WRITTEN CHANGE ORDER REQUEST SHALL BE ISSUED BEFORE MAKING ANY CHANGES AT THE JOB SITE.

6. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ANY AND ALL EXISTING UNDERGROUND UTILITIES. ALL DAMAGE TO SUCH SHALL BE REPAIRED AT CONTRACTOR EXPENSE.

7. CONTRACTOR TO PROVIDE BRACING AND SUPPORT AS REQUIRED TO MAINTAIN THE INTEGRITY AND SAFETY OF THE EXISTING STRUCTURE AND ADJACENT STRUCTURE(S) AS NECESSARY.

8. ALL DIMENSIONS ARE TO FACE OF STUD, FACE OF CMU OR CENTERLINE OF STEEL, UNLESS OTHERWISE NOTED.

9. ALL EXISTING WALLS, FLOORS AND CEILING AT REMOVED, NEW OR MODIFIED CONSTRUCTION SHALL BE PATCHED AS REQUIRED TO MAKE SURFACES WHOLE, SOUND AND TO MATCH EXISTING ADJACENT CONSTRUCTION, EXCEPT AS OTHERWISE NOTED.

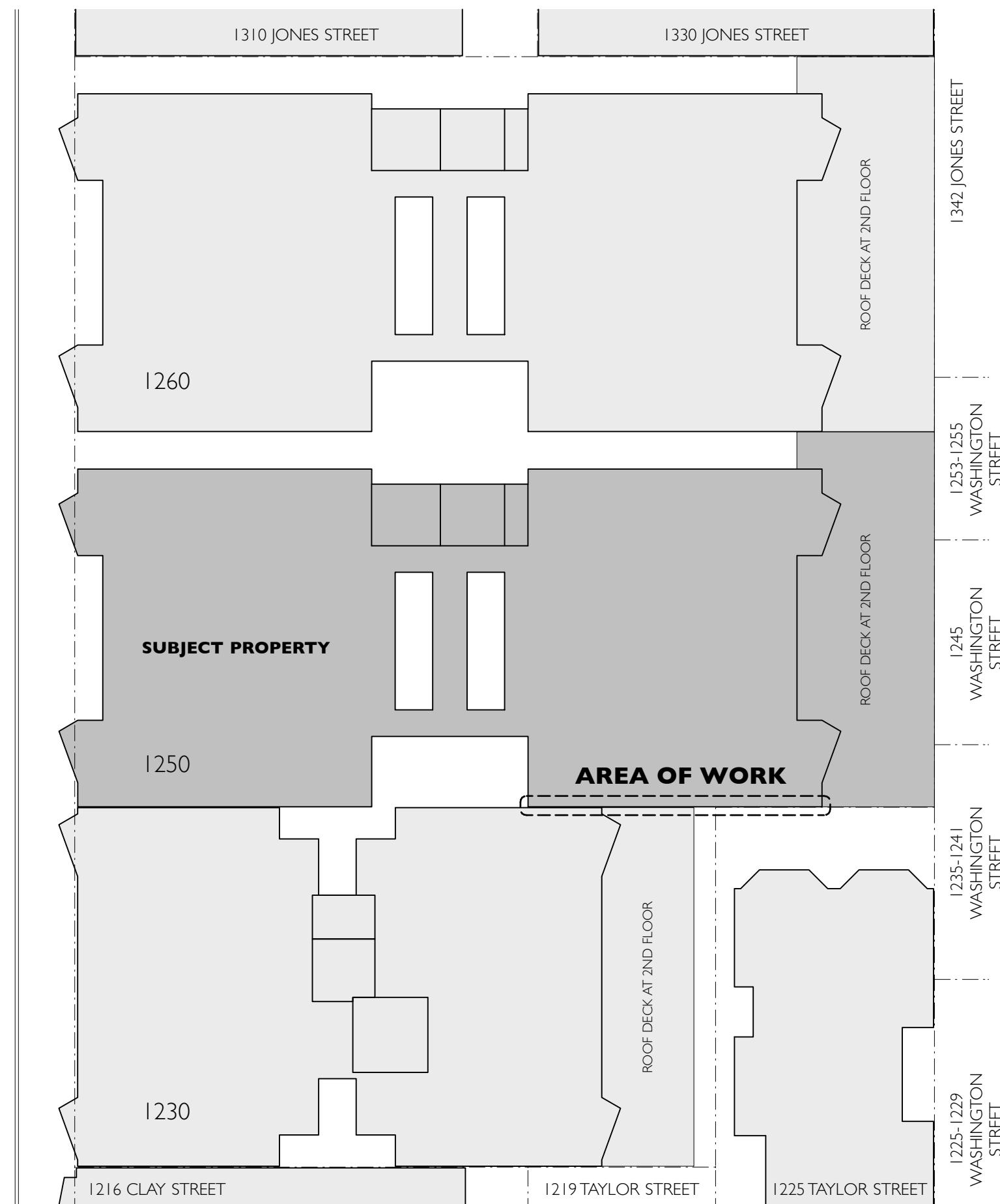
10. ALL WORK SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL BUILDING CODES AND SAFETY ORDINANCES IN EFFECT AT THE PLACE OF BUILDING.

11. ALL DRAWINGS, SPECIFICATIONS AND COPIES THEREOF FURNISHED BY THE ARCHITECT ARE COPYRIGHTED DOCUMENTS AND SHALL REMAIN THE PROPERTY OF ELEVATION ARCHITECTS. THESE DOCUMENTS ARE THE INSTRUMENTS OF SERVICE AND AS SUCH, SHALL REMAIN THE PROPERTY OF ELEVATION ARCHITECTS WHETHER THE PROJECT FOR WHICH THEY ARE INTENDED IS EXCLUDED OR NOT. THESE DOCUMENTS SHALL NOT BE USED BY ANYONE FOR OTHER PROJECTS, ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS EXCEPT AS AGREED IN WRITING BY ELEVATION ARCHITECTS AND WITH APPROPRIATE COMPENSATION.

SUBMISSION OR DISTRIBUTION TO MEET OFFICIAL REGULATORY REQUIREMENTS OR FOR OTHER PURPOSES IN CONNECTION WITH THE PROJECT IS NOT TO BE CONSTRUED AS PUBLICATION, IN DEROGATION OF THE ARCHITECT'S COMMON LAW COPYRIGHT OR OTHER RESERVED RIGHTS.

12. THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS THROUGHOUT THE EXECUTION OF THE PROJECT TO PREVENT AIRBORNE DUST DUE TO THE WORK. MAINTAIN WORK AREAS CLEAN AND FREE FROM UNCLE ENCUMBRANCES AND REMOVE SURPLUS MATERIALS AND WASTE AS THE WORK PROGRESSES.

13. IT IS THE INTENT OF THESE DOCUMENTS TO FULLY COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) AND TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS. WHERE A REQUIREMENT IS IN CONFLICT, THE MORE STRINGENT REQUIREMENT SHALL GOVERN. WHERE DIMENSIONS, SLOPE GRADIENTS AND OTHER CRITICAL CRITERIA ARE NOTED, THEY ARE TO BE ADHERED TO EXACTLY, UNLESS NOTED AS APPROXIMATE. CONTRACTOR'S FAILURE TO COMPLY WITH ANY PROVISION DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS RELATED TO THESE ACCESSIBILITY LAWS AND CODES WILL REQUIRE CORRECTION, AT CONTRACTOR'S EXPENSE. WHERE MAXIMUM DIMENSIONS AND SLOPE GRADIENTS ARE NOTED, NO EXCEPTION WILL BE MADE FOR EXCEEDING THESE REQUIREMENTS.



1 SITE PLAN
Scale: 1" = 20'-0"

Exterior Repair and Maintenance
CLAYHILL CONDOMINIUMS
1250 Clay Street
San Francisco, CA 94108

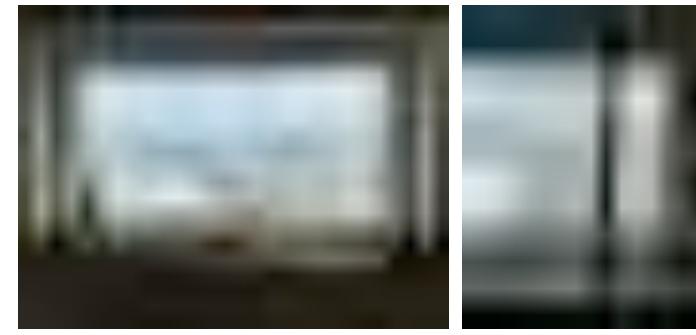
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#	date	issue
6.21.21	Permit issue	

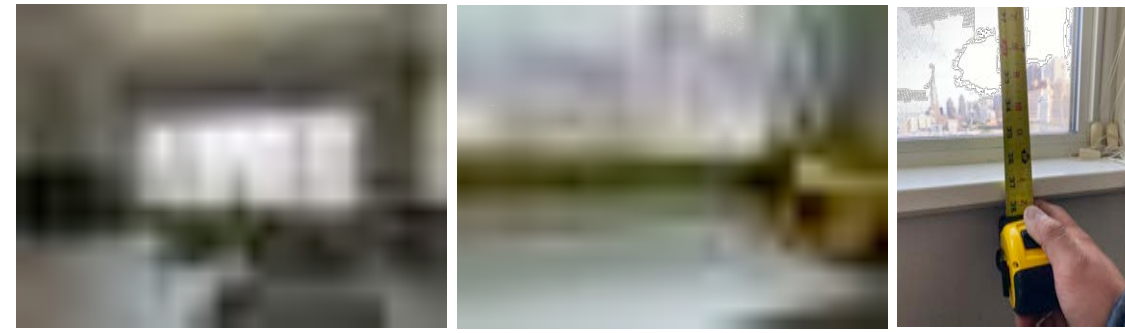
Cover Sheet

project: 19.07
drawn by: JJ
checked by: JP
date: 06.21.21

A-1



BATHROOM - UNIT 305: 36" X 24"



KITCHEN - UNIT 305: 75" X 36"



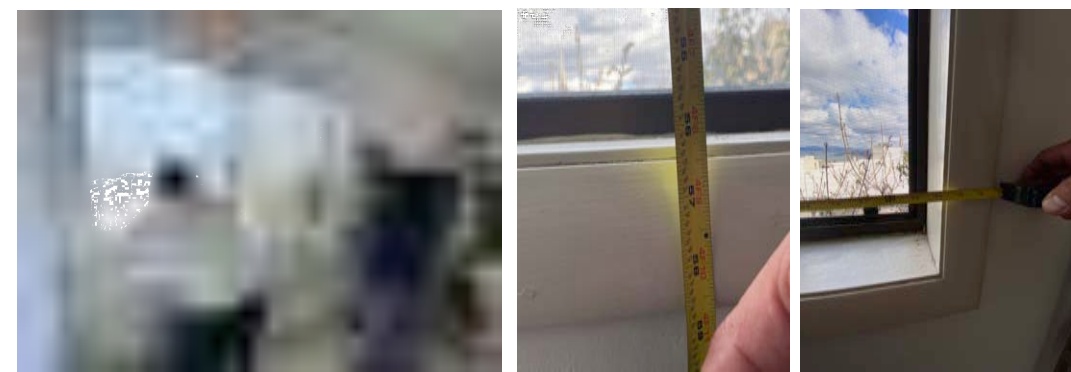
LIVING ROOM - UNIT 305: 72" X 54"



BATHROOM - UNIT 205: 36" X 20"



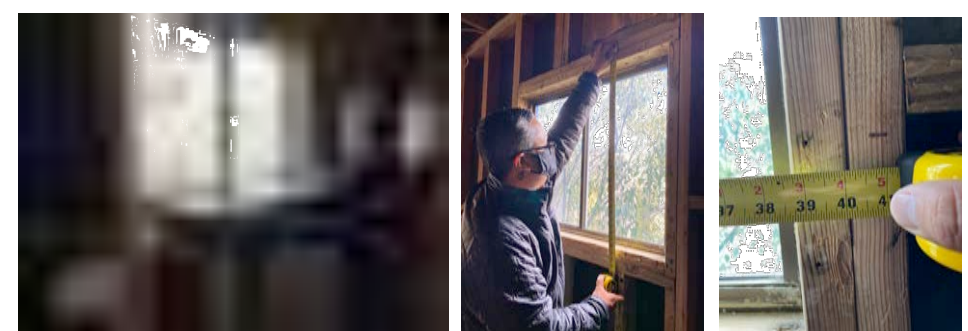
KITCHEN - UNIT 205: 72" X 30"



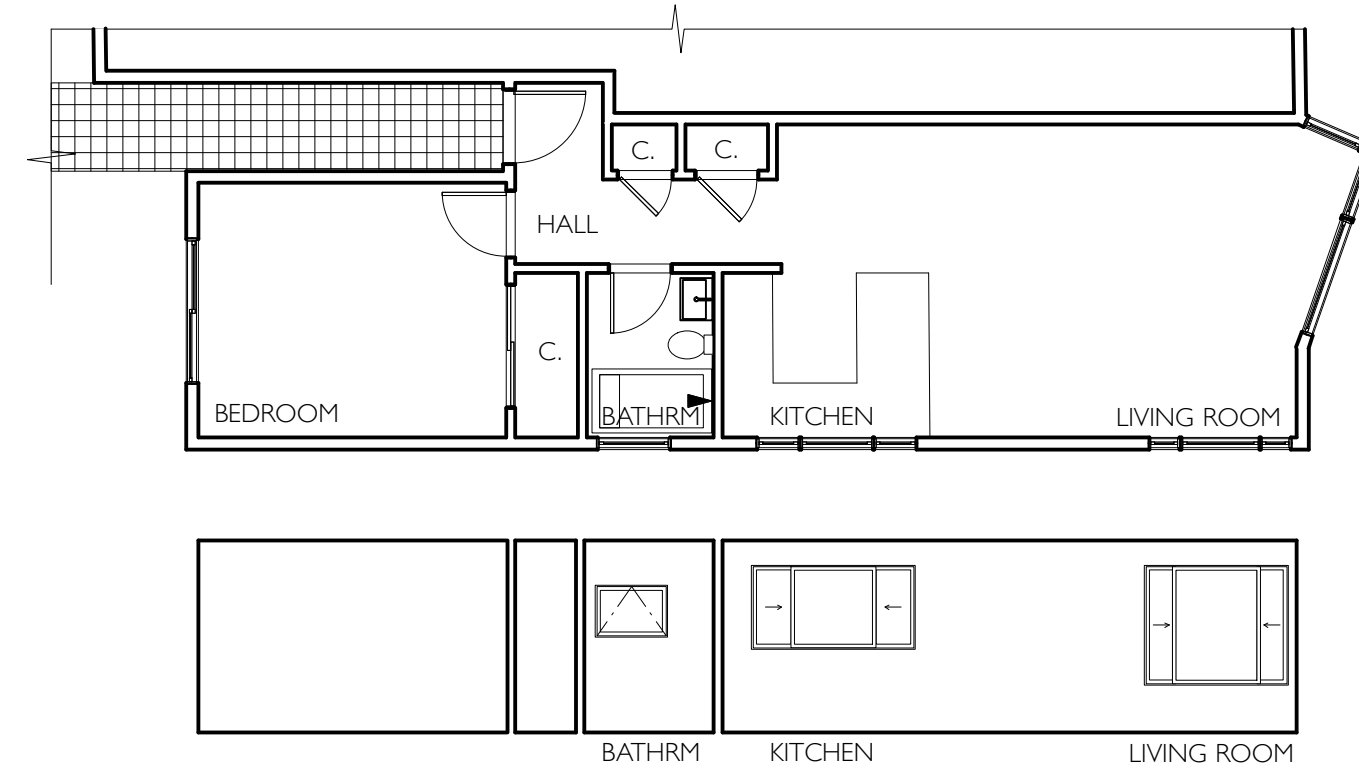
LIVING ROOM - UNIT 205: 72" X 56"



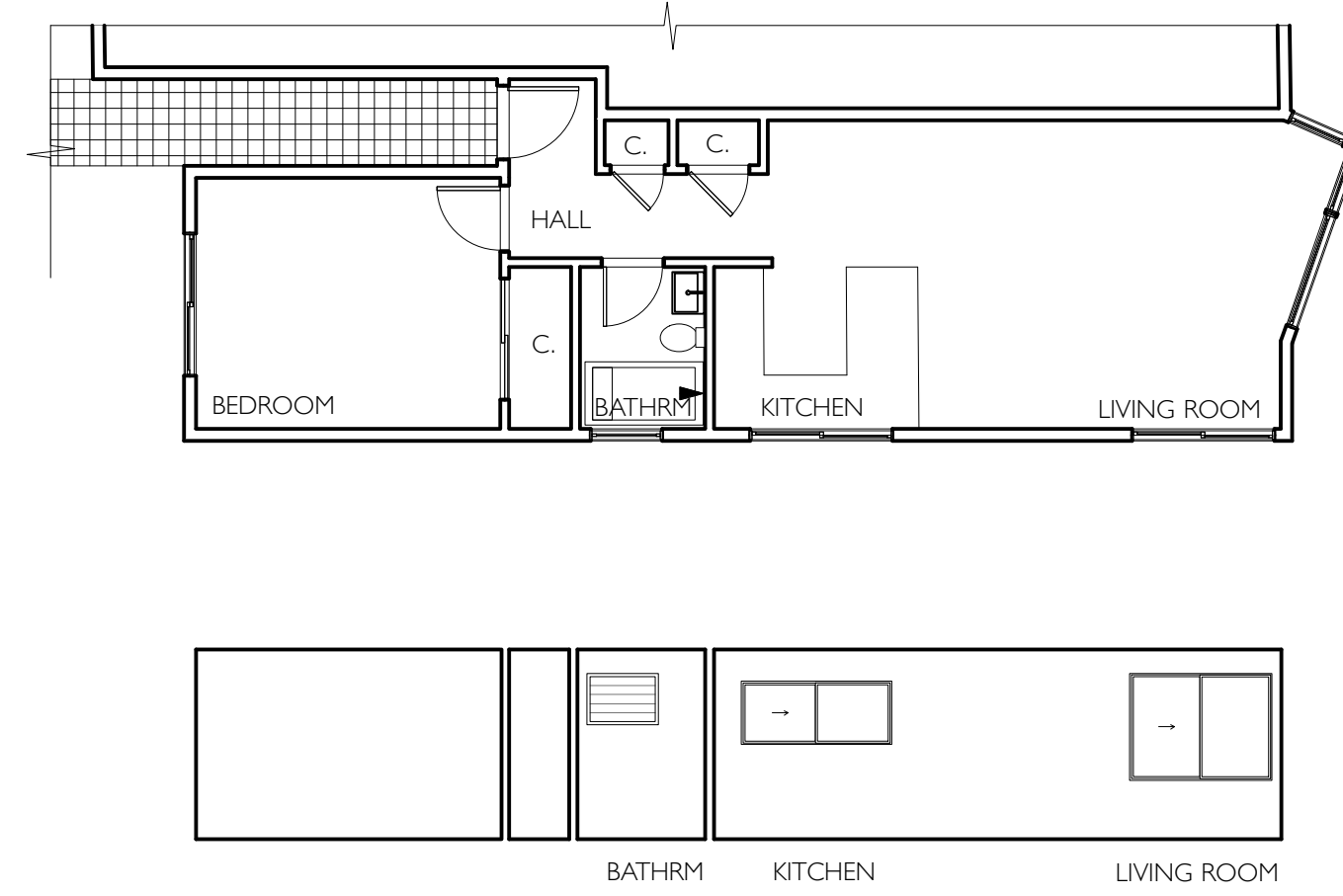
BATHROOM - UNIT 105: 42" X 20"



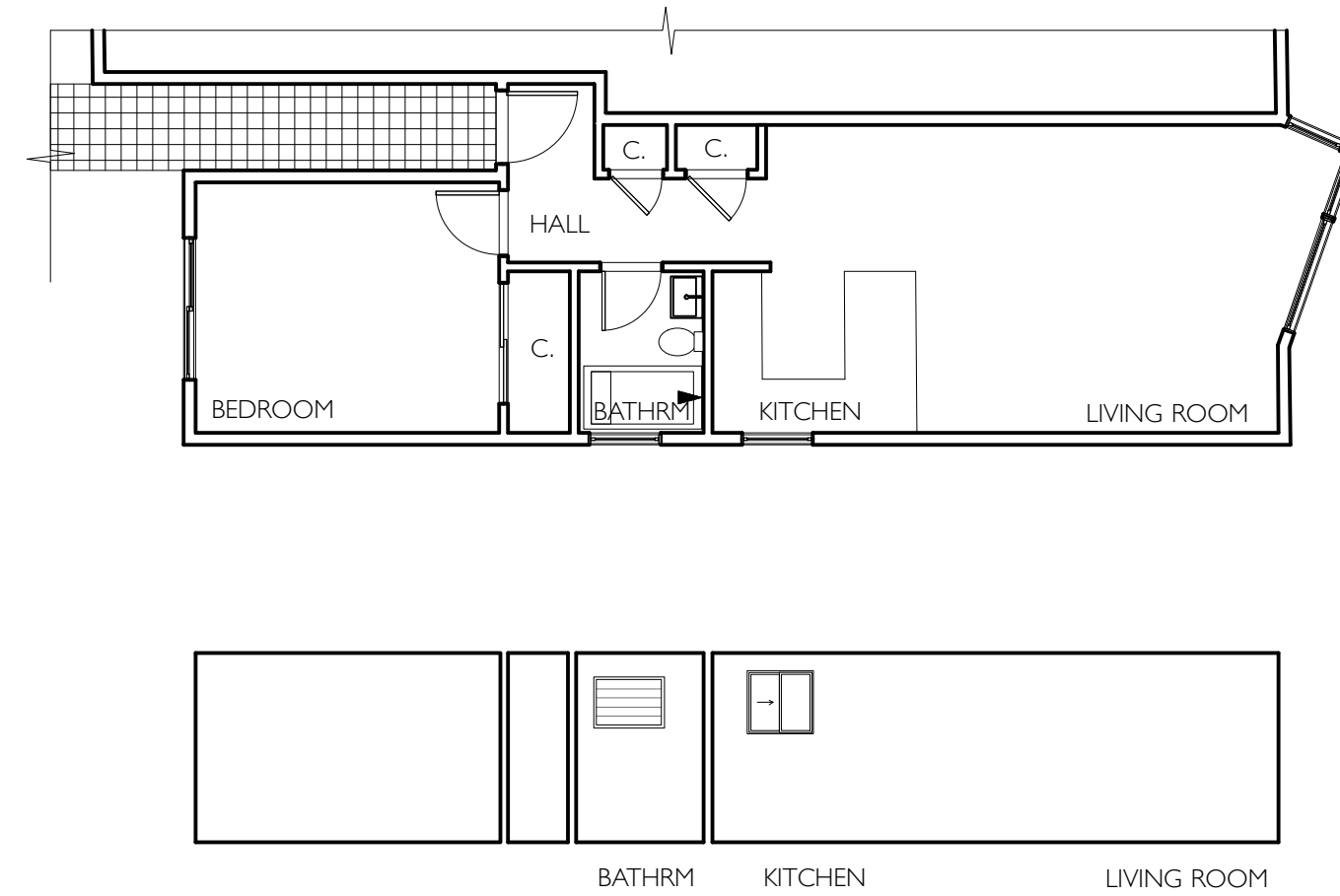
KITCHEN - UNIT 105: 36" X 30"



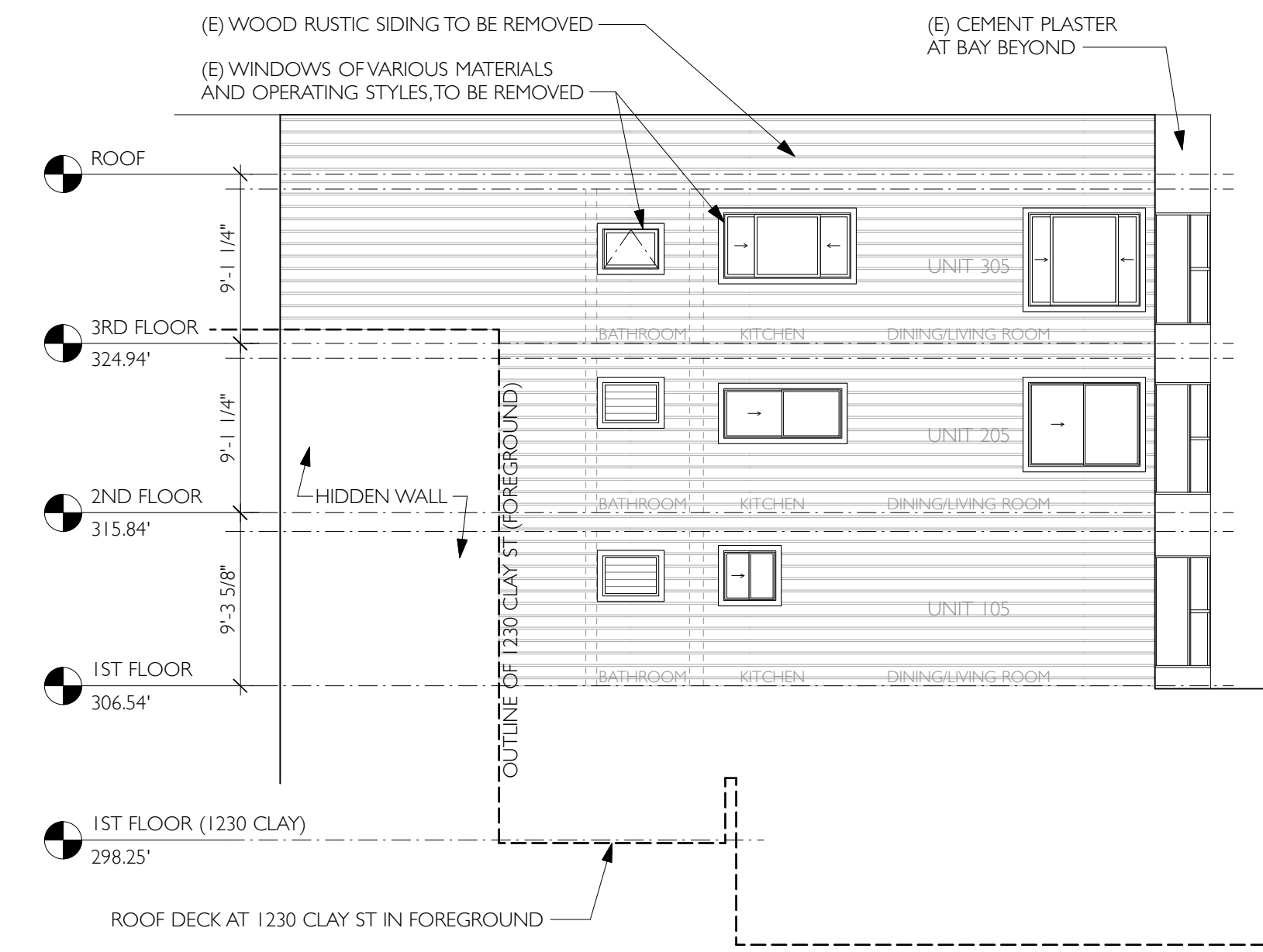
4 PLAN / INTERIOR ELEVATION - UNIT 305
Scale: 1/8" = 1'-0"



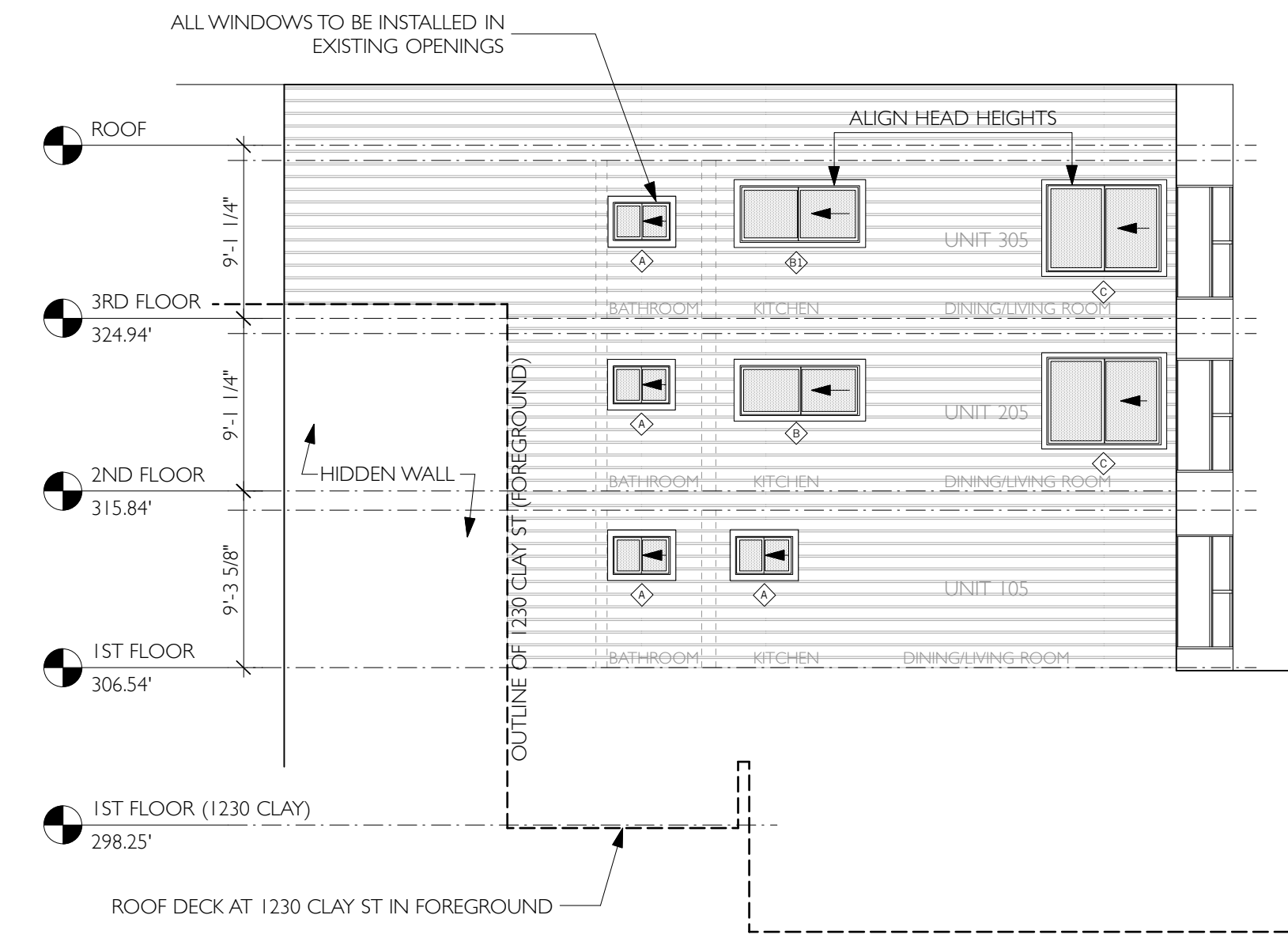
5 PLAN / INTERIOR ELEVATION - UNIT 205
Scale: 1/8" = 1'-0"



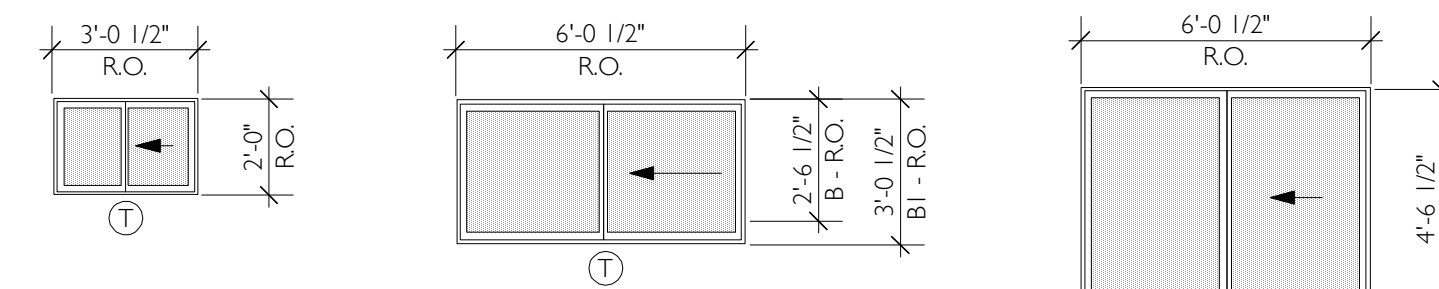
6 PLAN / INTERIOR ELEVATION - UNIT 105
Scale: 1/8" = 1'-0"



1 PARTIAL EAST ELEVATION - EXISTING
Scale: 1/8" = 1'-0"



2 PARTIAL EAST ELEVATION - PROPOSED
Scale: 1/8" = 1'-0"



- A Milgard Ultra Series Horizontal Slider
- B Milgard Ultra Series Horizontal Slider
- B1 Milgard Ultra Series Horizontal Slider
- C Milgard Ultra Series Horizontal Slider

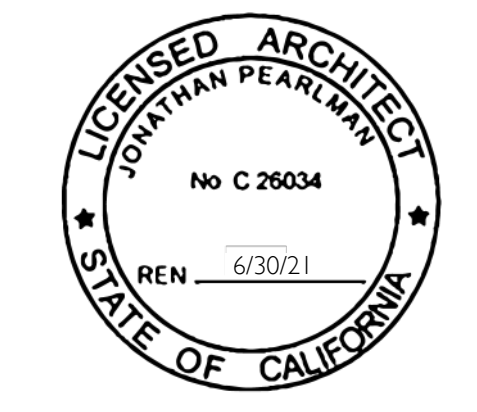
3 WINDOW TYPES
Scale: 1/4" = 1'-0"

- WINDOW NOTES:**
- REPLACEMENT WINDOWS TO BE MILGARD ULTRA SERIES FIBERGLASS NAIL FIN AWNING (SERIES 3410) AND HORIZONTAL SLIDER (SERIES 3110) WINDOWS. WINDOWS TO BE DUAL 1/8" PANE. SEE DETAILS ON A-2. HARDWARE FINISH TO BE SELECTED AT ORDER.
 - WINDOWS TO BE LOCATED IN EXISTING OPENINGS. U.O.N. INFILL AS NEEDED TO MATCH WALL CONSTRUCTION AND ADJACENT SURFACES.
 - PROVIDE TEMPERED GLASS AS NOTED IN WINDOW TYPES AND PER CODE (CONTRACTOR & MFR TO VERIFY).
 - CONTRACTOR TO VERIFY ALL UNIT SIZES, R.O.'S AND HEAD/SILL HEIGHTS IN FIELD & NOTIFY ARCHITECT OF DISCREPANCIES;** REVIEW ALL WINDOW SIZES & SPECIFICATIONS W/ ARCHITECT PRIOR TO PURCHASE OF WINDOWS.

T = TEMPERED GLASS



ELEVATIONarchitects
1159 Green Street, Suite 4
San Francisco, CA 94109
415.537.1125 v
www.elevationarchitects.com w



agency stamps:

Exterior Repair and Maintenance
CLAYHILL CONDOMINIUMS
1250 Clay Street
San Francisco, CA 94108

sheet count: 2

#	date	issue
6.21.21	6.21.21	Permit issue

Plans/Elevations/
Window Types

project: 19.07
drawn by: JJ
checked by: JP
date: 06.21.21

A-2

Exhibit C

San Francisco Co Assessor-Recorder
Doris M. Ward, Assessor-Recorder

**RECORDING AND RETURN
REQUESTED BY:**

D. Andrew Sirkin, Esq.
4 Embarcadero Center, Suite 3460
San Francisco, CA 94111
(415) 202-7533

DOC - **98-G298408-00**
Check Number 25707
Wednesday, FEB 04, 1998 11:43:19
REC \$39.00 | PAG \$35.00 | MIC \$1.00
STP \$34.00 |
Ttl Pd \$109.00 Nbr-0000952320
REEL H063 IMAGE 0339 oar/AB/1-35

CLAY HILL CONDOMINIUM HOMEOWNERS ASSOCIATION

**FIRST AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
&
BYLAWS**

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CLAY HILL CONDOMINIUM HOMEOWNERS ASSOCIATION

**FIRST AMENDED DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS**

RECITALS

THIS FIRST AMENDED DECLARATION is made by Clay Hill Condominium Homeowners Association (the "Association") based on the following recitals:

- A.** The Association is a non-profit, mutual benefit corporation established for the purpose of managing and maintaining a common interest development located in the City and County of San Francisco, California (the "Property"). The physical boundaries of the Property and the individual ownership interests are shown on the Condominium Plan recorded in the Office of the County Recorder (the "County Recorder") of San Francisco County, California on July 17, 1974 in Condominium Map Book 4 at Pages 87 to 92.
- B.** This First Amended Declaration, once recorded with the County Recorder, will entirely replace and supersede the original Declaration of Covenants, Conditions and Restrictions previously recorded with the County Recorder on August 9, 1974 at Book 919, Page 171, and all previously recorded amendments or supplements to that original Declaration.
- C.** This First Amended Declaration preserves the original uniform plan of property ownership for the Property except as modified herein. Each individual Owner holds title to a separate interest in a Unit and to an undivided interest in the Common Area.
- D.** The entire common interest development is subject to the covenants, conditions, and restrictions in this First Amended Declaration. They are established for the purpose of protecting, preserving and enhancing the value and attractiveness of the Property for the mutual benefit of all Owners. The covenants, conditions and restrictions are enforceable as equitable servitudes, and legally bind and inure to the benefit of all present and future Owners.

ARTICLE 1. DEFINITIONS

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

1.1 "Assessments" means the proportionate costs of operating, maintaining and managing the Property assessed against each Owner. There are three types of assessments: Regular Annual Assessments, Special Assessments and Personal Reimbursement

Assessments. The characteristics of each are described in Article 5. All such Assessments shall be collectively referred to as "Assessments."

1.2 "Association" means the CLAY HILL CONDOMINIUM HOMEOWNERS ASSOCIATION.

1.3 "Board" or "Board of Directors" means the Board of Directors of the Association.

1.4 "Budgeted Gross Expenses" means the amount of Association expenses projected for a particular fiscal year in the *pro forma* operating budget prepared pursuant to Section 3.11.

1.5 "Condominium" means a Unit and an undivided interest in the Common Area together with all associated rights and responsibilities.

1.6 "Condominium Plan" means the parcel map and/or survey dividing the Property into Units, Restricted Common Area and Common Area recorded with the County Recorder as described in the Recitals to this First Amended Declaration.

1.7 "Emergency" means an event or condition that threatens imminent peril to the health or welfare of persons, or damage to property, or an emergency situation as defined in Civil Code § 1366 (b).

1.8 "Governing Documents" means this First Amended Declaration, the First Amended Bylaws, Articles of Incorporation and Rules of the Association.

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

1.10 "Mortgage" means the conveyance of any interest in a Condominium to secure the performance of an obligation. "Mortgage" is synonymous with "deed of trust" for the purposes of the Governing Documents.

1.11 "Mortgagee" means a person or entity who holds the beneficial interest in a Mortgage. "Mortgagee" is synonymous with "beneficiary" under a deed of trust.

1.12 "Occupant" means an owner, resident, lessee, sublessee, or other person in possession of, or who resides at, a Unit.

1.13 "Owner" means the record owner of a Condominium or a contract buyer under an installment land contract with equitable title. "Owner" shall not include those who hold an interest in a Condominium merely as security for the performance of an obligation.

1.14 "Percentage Interest" means the interest in the Common Area conveyed with each Unit as shown on the deed conveying the Unit. Except as specifically provided in the Condominium Plan or this Declaration, each Owner is equally entitled to use of all Common Area regardless of his/her Percentage Interest.

1.15 "Property" means the entirety of the common interest development described in

the Recitals to this First Amended Declaration.

1.16 "Reasonable Entry Notice", under non-Emergency circumstances, means seventy-two (72) hours prior written notice to one of the Occupants of the area to be entered; no notice is required for entry in the case of an Emergency.

1.17 "Rules" means the rules adopted by the Board or the Association pursuant to this First Amended Declaration.

1.18 "Utilities" means electrical, plumbing, elevators, heating, ventilating, air conditioning, telephone lines, television lines, sprinklers, smoke and/or fire detectors or alarms, burglar alarms, mechanical devices, services or other utilities within the Property, and all incidental pipes, conduits, ducts, wiring, equipment and enclosures.

ARTICLE 2. PROPERTY RIGHTS

2.1 BOUNDARIES. The approximate location and physical boundaries of Units, Restricted Common Areas and Common Area are shown on the Condominium Plan. The actual, as-built dimensions of the structures, either as originally constructed, or as reconstructed in accordance with the Governing Documents, shall be presumed the true boundaries and take priority over any legal description in a document, regardless of minor encroachments resulting from constructions, settlement, lateral movement or other causes.

2.2 DIVISION OF PROPERTY. The Property is divided as follows:

- A. Unit.** A Unit consists of the area bounded by the interior unfinished surfaces of its perimeter walls, bearing walls, interior beams and columns, ceilings, floors, fireplaces, windows, and doors, including the wallboard, plaster, paneling, carpet or other finishes on ~~the~~ these surfaces. A Unit includes (i) the paint on the interior surfaces of the window and door frames located or exposed within the Unit, (ii) plumbing, heating, air conditioning and electrical fixtures or appliances located or exposed within the Unit, and (iii) water heaters, furnaces or air conditioners serving only the Unit. A Unit does not include (i) structural components of walls, ceilings, and floors, (ii) frames and hardware associated with exterior doors and windows, (iii) portions of plumbing, heating, air conditioning, or electrical systems serving more than one Unit, and (iv) fireplace flues.
- B. Common Area.** The Common Area consists of the entire Property except for the Units.
- C. Restricted Common Area.** Restricted Common Area consists of (i) those portions of Common Area reserved for the exclusive use of an Owner on the Condominium Plan, in this First Amended Declaration, or in the initial grant deed conveying the Unit and (ii) exterior shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, frames and hardware associated with exterior doors, windows, frames and hardware associated with windows, and any other fixture designed to serve only one Unit but located outside the interior boundaries of that Unit.

D. Condominium. A Condominium is a Unit together with an undivided interest in the Common Area.

2.3 ASSIGNMENT OF RESTRICTED COMMON AREAS.

A. Parking. The serially numbered parcels designated "P1", "P2" etc. on the Condominium Plan are parking areas. Easements for the exclusive use of such areas have been granted to all but five (5) of the Condominiums as designated on the "AMENDED PARKING MAP OF CLAYHILL", recorded with the County Recorder on February 21, 1989 as Document No. E324006 at Reel E811, Image 283-289, and such parking areas shall be considered Restricted Common Area. Any other parking areas located upon the Property shall be considered unrestricted Common Area for use by all Owners subject to the Rules.

B. Patios. The serially numbered parcels designated "PA1", "PA2" etc. on the Condominium Plan are patios. Easements for the exclusive use of such areas are granted to the adjoining Unit which bears the corresponding number, and such patios shall be considered Restricted Common Area. The horizontal boundaries of the patio areas shall be as shown on the Condominium Plan, and the vertical boundaries shall be equivalent to those of the adjacent Unit.

C. Storage. By majority vote of the Directors, the Association may assign any storage area located upon the Property to a particular Unit.

2.4 NO SEVERANCE OF CONDOMINIUM INTERESTS. No Owner shall transfer an ownership interest in a Condominium which does not include all associated rights, title and interests described in the Governing Documents. Any transfer in violation of this section is void.

2.5 NO FURTHER SUBDIVISION. There shall be no further subdivision of a Condominium into different interests than provided in this Declaration. This section prohibits timeshare ownership.

2.6 OWNER'S UTILITY RIGHTS AND EASEMENTS. Whenever a Utility installed on the Property serves more than one Condominium, the Owner of each Condominium served shall be entitled to the full use and enjoyment of those portions of the Utility which service his/her Unit.

2.7 OWNER'S OTHER EASEMENTS. The following are reserved for the benefit of each Owner and Unit: (i) a non-exclusive easement for ingress, egress and support through the Common Area; (ii) a non-exclusive easement for Utilities at reasonable places through the Common Area; and (iii) an easement for minor encroachments resulting from construction, repair, shifting, settlement or movement upon any portion of the Property.

ARTICLE 3. ASSOCIATION POWERS AND DUTIES

3.1 GENERAL POWERS OF ASSOCIATION. 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, subject only to the limitations on those powers set forth in the Governing Documents. The duties and powers of the Association shall include, but are not limited to, those specifically enumerated in this Declaration. The activities of the Association shall be conducted, and all powers exercised, by and under the direction of the Board.

3.2 PAYMENT OF EXPENSES. The Association shall promptly pay all undisputed expenses and obligations incurred in the conduct of its business.

3.3 CONTRACTS. The Association may contract for goods and services as reasonably necessary to carry out its duties and responsibilities.

3.4 LOANS. The Association may borrow funds from a public or private lender as reasonably necessary to carry out its duties and responsibilities. The Association may mortgage, pledge, deed in trust, or hypothecate any of its real or personal property as security for the repayment of a debt.

3.5 ACQUISITION AND SALE OF PROPERTY. The Association may acquire, own, improve, operate, maintain, lease, transfer, dedicate for public use or otherwise dispose of its real or personal property provided it is for the mutual benefit of all Owners.

3.6 UTILITY SERVICE. The Association shall obtain and maintain Utility service for the Common Area and, to the extent not separately metered or charged, for the Units.

3.7 GRANTING EASEMENTS. The Association may grant easements through the Common Area provided they are for the mutual benefit of all Owners.

3.8 ASSOCIATION'S EASEMENT FOR ACCESS. The Association shall have an easement for access through every part of the Property, including the Units, after Reasonable Entry Notice, to perform its duties under the Governing Documents. Entry by the Association shall be made with as little inconvenience as possible to the Occupants. Any damage caused by the entry shall be promptly repaired at the expense of the Association.

3.9 ADOPTION OF RULES. To the fullest extent permitted by law, the Association may adopt reasonable Rules to implement each and every provision of the Governing Documents. The Association shall furnish copies of the Rules to all Owners and Occupants as soon as possible after adoption and upon written request.

3.10 DUTY TO REVIEW FINANCIAL STATUS. Quarterly or more frequently the Association shall:

- A. Review the most current statements for its operating and reserve accounts;
- B. Reconcile its operating and reserve accounts;
- C. Compare the current year's actual reserve revenues and expenses to the budget; and
- D. Review income and expense statements for its operating and reserve accounts.

3.11 DOCUMENTS TO BE PREPARED AND DISTRIBUTED. The Association shall prepare and distribute to each Owner:

- A. Not less than forty-five (45) nor more than sixty (60) days before the beginning of each fiscal year, a *pro forma* operating budget for the next fiscal year containing at least the following information:
- (1) Projected revenues and expenses on an accrual basis;
 - (2) A reserve summary based upon the most recent review or study which shall be printed in bold type and include:
 - (a) The current estimated replacement cost, remaining life, and useful life of each major component of the Property which the Association is obligated to maintain;
 - (b) As of the end of the fiscal year for which the summary is prepared: (i) a current estimate of the amount of cash reserves necessary to maintain, repair, or replace each major component of the Property which the Association is obligated to maintain, (ii) the current amount of accumulated cash reserves set aside for this purpose; and (iii) the percentage yielded when item (ii) is divided by item (i);
 - (c) The method of funding used to defray the cost of future repair and replacement of the major components of the Property which the Association is obligated to maintain;
 - (d) A general statement describing the procedures used by the Association to calculate and establish reserves; and
 - (e) A statement as to whether the Board has determined or anticipates that the levy of one or more Special Assessments will be required to repair, replace, or restore any major component or to provide adequate reserves.

The reserve summary prepared pursuant to this section shall not be admissible in evidence to show improper financial management, provided other relevant and competent evidence of the Association's financial condition is admissible.

A review of the *pro forma* operating budget of the Association shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income to the Association exceeds seventy-five thousand dollars (\$75,000). A copy of the review of the *pro forma* operating budget shall be distributed to all Owners within one hundred twenty (120) days after the close of each fiscal year.

In lieu of the distribution of the *pro forma* operating budget required by this Section, the Board may elect to distribute to all Owners a summary with a

written notice, printed in at least 10-point bold type on the front, that the budget is available at the Association office and that copies will be promptly provided upon request to and at the expense of the Association. Upon request of any Owner, the Association shall promptly send a copy of the budget to the Owner by first-class United States mail at Association expense.

- B. At the time of the distribution of the *pro forma* operating budget, a written summary of Section 12.9 (mediation and arbitration rules) along with the following statement: "Failure of any Owner to comply with the pre-filing requirements of Civil Code § 1354 may result in the loss of your rights to sue the Association or another Owner regarding enforcement of the Governing Documents."
- C. At the time of the distribution of the *pro forma* operating budget, a summary of the following information regarding the Association's insurance coverage for property damage, general liability, earthquake (if any) and flood (if any):
- (1) The name of the insurer;
 - (2) The type of insurance;
 - (3) The policy limits; and
 - (4) The amount of the deductibles, if any.

To the extent that this information is provided by the declarations page of an insurance policy, the Association may satisfy the disclosure obligation by distributing copies of the declarations page. The summary shall also include the following statement in at least 10-point boldface type: "**This summary of the Association's policies of insurance provides only certain information, as required by subdivision (e) of Section 1365 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association member may, upon request and provision of reasonable notice review the Association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.**"

- D. Not more than one hundred and twenty (120) days after the close of the fiscal year, an annual report for the fiscal year containing at least the following information:
- (1) A year-end balance sheet;
 - (2) An operating statement for the year;

- (3) A statement of changes in financial position from the close of the prior year; and
- (4) Any information required by Corporations Code §8322 relating to Association transactions in which a Director of the Association personally benefits.

The annual report shall be prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy for any fiscal year in which the gross income of the Association exceeds seventy-five thousand dollars (\$75,000.00). If the annual report is not prepared by an independent accountant, it shall be accompanied by the certificate of an Officer of the Association that the statements were prepared without audit from the books and records of the Association.

- E. During the sixty (60) day period before the beginning of each fiscal year, a statement describing the Association's policies and practices in enforcing remedies against Owners for default in the payment of Assessments, including recording and foreclosing of liens.

3.12 REQUIREMENT FOR RESERVE STUDY. If the replacement cost of the major components of those portions of the Property which the Association is obligated to maintain exceeds one-half (1/2) of the Association's gross annual income, at least once every three (3) years the Association shall obtain a study of its reserve requirements. The reserve study shall be conducted by a qualified individual or entity, and shall contain at least the following information:

- A. Identification of the major components of the Property which the Association is obligated to maintain and which have a remaining useful life of less than thirty (30) years;
- B. An estimate of the remaining useful life of such components;
- C. An estimate of the cost of repair or replacement of such components at the end of their useful life; and
- D. An estimate of the total annual contribution necessary to defray such cost after subtracting currently available reserve funds.

The Association shall annually review the study and implement necessary adjustments to the reserve component of the Assessments.

3.13 DUTY TO PROVIDE DOCUMENTS TO OWNER. Within ten (10) days of the mailing or personal delivery of a written request, the Association shall provide an Owner with a copy of the First Amended Declaration, First Amended Bylaws, Articles of Incorporation, most recent *pro forma* operating budget, and statement of current Assessments and fees. The Association may charge a reasonable fee for these documents which shall not exceed the actual administrative cost.

3.14 SEGREGATION OF OPERATING AND RESERVE FUNDS. The Association shall

deposit operating funds and reserve funds in segregated accounts. Withdrawal of funds from the reserve account shall require the signatures of either two (2) Directors or one (1) Director and one (1) Officer.

3.15 EXPENDITURES AND TRANSFERS FROM RESERVE ACCOUNT. The Association shall not expend reserve funds for any purpose other than maintenance, repair or replacement, or litigation or arbitration involving maintenance, repair or replacement, of items which the Association is obligated to maintain, repair or replace. Reserve funds may also be transferred to the operating account to meet short-term cash flow requirements or other expenses provided the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed and describing when and how the money will be repaid. The transferred funds must be restored to the reserve account within one (1) year of the date of the initial transfer unless the Board makes a written finding, supported by documentation, that a temporary delay would be in the best interest of the Association. The Association shall exercise prudent fiscal management in maintaining the integrity of the reserve account, and shall, if necessary, levy a Special Assessment to recover the full amount of the transferred funds within the time limits required by this Section. If the Special Assessment exceeds five percent (5%) of the Budgeted Gross Expenses for the fiscal year in which it is levied and is not levied to pay for legal costs associated with litigation or arbitration involving repair, restoration, replacement or maintenance of major components for which the Association is responsible, the approval of a majority of Units shall be required. Special Assessments during a fiscal year shall aggregate for the purpose of determining whether the five percent (5%) limit has been reached. The Board may, in its discretion, extend the due date for payment of the Special Assessment, but no such extension shall prevent the Board from pursuing any legal remedy to enforce collection efforts. When the decision is made to use reserve funds or to temporarily transfer money from the reserve fund to pay for litigation or arbitration, the Association shall notify its members of the decision and the availability of an accounting with the next available mailing, and thereafter prepare an accounting of the litigation or arbitration-related expenses at least quarterly and make the accounting available for inspection by members at the Association office.

3.16 AVOIDANCE OF TAXABLE INCOME. If possible, all revenue received by the Association shall be handled in such a manner as to avoid taxable income.

3.17 MECHANICS LIENS. When a mechanics lien against the Common Area arises from work for which an Owner has contracted, the Association may discharge it and charge any associated cost to the responsible Owner as a Personal Reimbursement Assessment. When a mechanics lien against the Common Area arises from work for which the Association has contracted and there is no dispute with the entity that filed the lien, the Association shall promptly discharge the lien. When a mechanics lien against a Unit arises from work for which the Association has contracted and the Unit Owner so requests, the Association shall promptly discharge it.

3.18 ENFORCEMENT. The Association shall exercise prudent business judgment in determining whether, when and how to enforce the Governing Documents. The Association is authorized to impose fines, suspend voting rights, record a Notice of Violation and impose any other disciplinary action for violation of the Governing Documents to the fullest extent permitted by California law. Before a policy involving the imposition of monetary penalties takes effect, and any time such penalties are revised, the Association shall provide each Owner with a written schedule of penalties. Before imposing disciplinary action, the Association must provide the Owner with notice and a hearing. The Association may not impair an Owner's right to use and enjoy his/her Condominium as part of any disciplinary action. Each Owner shall have a right of action against another Owner or the Association for failure to comply

with the Governing Documents or with a decision of the Association.

3.19 NOTICE AND HEARING. Before taking any action requiring notice and a hearing under the Governing Documents, the Association shall establish and follow procedures that provide all directly affected parties adequate notice and an opportunity to speak and present oral and documentary evidence on their behalf.

3.20 NON-WAIVER OF ENFORCEMENT. A failure by the Association to enforce any provision of the Governing Documents on one or more occasion shall not be deemed a waiver or estoppel of the Association's right to enforce a similar or other violation of the Governing Documents.

3.21 NOTICE OF VIOLATION. In the event of a violation of the Governing Documents, the Association may record a Notice of Violation with the County Recorder. Upon recording a Notice of Violation, the Association shall have complete discretion in deciding whether, when and how to proceed with enforcement, and any delay after recording a Notice of Violation shall not give rise to a defense of waiver or estoppel in favor of a non-complying Owner. If the Owner fails to remedy the non-compliance within twenty (20) days after notification, the Association may remove or remedy the non-complying condition and recover any associated expense from the Owner. If such expense is not promptly paid by the Owner, the Association may enforce the obligation against such Owner, and may take action to enforce compliance against a subsequent Owner who acquires a Condominium with a recorded Notice of Violation. The right of the Association to remove a non-complying condition shall be in addition to all other rights and remedies the Association may have at law or under the Governing Documents.

3.22 LEGAL ACTIONS.

- A. The Association may institute, defend, settle or intervene in litigation, mediation, arbitration or administrative proceedings in matters pertaining to (i) enforcement of the Governing Documents, (ii) damage to the portions of the Property which the Association is obligated to maintain, or (iii) damage to other parts of the Property which arises out of, or is integrally related to, damage to parts of the Property which the Association is obligated to maintain or repair.
- B. Unless otherwise provided by law, the Association shall not be required to conduct inspections, maintain inspection records, exhaust any applicable casualty insurance coverage, provide an opportunity to cure, meet with Owners or obtain the consent of Owners prior to initiating a civil action.

3.23 MANAGER. The Association may employ, or retain as independent contractor, a manager to perform all or any part of the Association's delegable duties. Any management contract shall be in writing and provide for the right of termination without a termination fee by either party with immediate notice if for cause or with sixty (60) days' written notice if without cause.

3.24 NON-DELEGABLE POWERS. The Association shall not delegate the following powers: (i) to borrow money; (ii) to use Association property as security for a debt; (iii) to levy Assessments; (iv) to begin litigation; (v) to make capital expenditures in excess of budgeted amounts; (vi) to impose discipline for violation of the Governing Documents; or (vii) to hold disciplinary hearings.

3.25 ACTION REQUIRING OWNER APPROVAL. The Association shall not take the following actions without the approval of seventy five percent (75%) of the Units:

- A. Except as otherwise provided in this Declaration, abandon the Property or terminate Association activities prior to the expiration of the term provided in the Governing Documents;
- B. Change the allocation of responsibility for maintenance, repair or replacement between the Owners and the Association;
- C. Change the method of allocating Assessments or voting rights among Units;
- D. Sell, convey or otherwise transfer any Association property having an aggregate fair market value greater than five percent (5%) of the Association's Budgeted Gross Expenses for the fiscal year in which the Property is sold;
- E. Use the proceeds from an insurance claim or from a settlement or judgment of a legal dispute for any purpose other than to restore the loss or damage for which the recovery was obtained;
- F. Alter or amend the provisions of this Declaration regarding assessment liens, assessment lien priority, insurance, leasing of Units, or repair of the Property following Catastrophic Damage or condemnation; or
- G. Add, annex or withdraw real estate to or from the Property.

The Association shall not take the following Actions without the approval of all Units:

- H. Alter, reconfigure or redefine the boundaries of a Unit, Restricted Common Area, or Common Area;
- I. Change the Percentage Interest of an Owner; or
- J. Impose any restriction of the free alienation or transferability of a Condominium, other than restrictions on the leasing of Units.

ARTICLE 4. MEMBERSHIP AND VOTING RIGHTS

4.1 MEMBERSHIP IN THE ASSOCIATION. Every Owner is a member of the Association while he/she owns a Condominium. Membership ceases when Ownership ceases. Membership is an integral part of, and automatically passes with, the ownership of a Condominium.

4.2 VOTING RIGHTS. There is one vote per Unit. Fractional votes by Co-Owners are not allowed. If Co-Owners are unable to agree how to cast the vote for a Unit on a matter, they shall lose their vote on that matter. If a single vote is cast on behalf of a Unit, the vote shall be conclusively presumed to have been cast on behalf of all Owners of the Unit unless written

notice contesting the right to vote is actually received by the Secretary before the election is held. If multiple votes are cast on behalf of a Unit, all shall be disregarded.

4.3 SUSPENSION OF RIGHTS. The Association may, after notice and a hearing, suspend the voting rights associated with a Unit and right of its Owner to hold office (i) during any period while Assessments associated with the Unit are delinquent and (ii) for a period of up to thirty (30) days for each infraction of the Governing Documents by an Owner or Occupant of the Unit.

4.4 APPROVAL OF OWNERS REQUIRED. Whenever the Governing Documents require the approval or consent of a specific portion of the Units, it shall be expressed either by vote at a duly held Owner Meeting or by written consent.

4.5 ANNUAL OWNER MEETINGS. Annual Owner Meetings shall be held once each calendar year at 7:00 p.m. on a weekday during the first quarter as determined by the Board.

4.6 SPECIAL OWNER MEETINGS. A Special Owner Meeting shall be promptly scheduled upon a vote of the Board or upon written request of Owners entitled to cast votes of more than five percent (5%) of the Units.

4.7 LOCATION OF OWNER MEETINGS. All Owner Meetings shall be held on the Property, unless the Board determines for good reason that the meeting should be held at another location. Owner Meetings held at another location shall be convened at a place as close to the Property as possible.

4.8 NOTICE. The Board shall give written notice of Owner Meetings to each Owner at least twenty (20) but not more than sixty (60) days before the meeting. The notice shall specify the place, day and hour of the meeting, matters the Board intends to present for action by the Owners, and, in the case of a Special Owner Meeting, the purpose of the meeting.

4.9 QUORUM. Owners may be present at Owner Meetings either in person or by proxy. At any Owner Meeting, the presence of Owners entitled to cast votes of more than one third (1/3) of the Units shall constitute a quorum.

- A. If a quorum is not present at any Owner Meeting, a majority of the voting power present may adjourn the meeting to a date not less than five (5) or more than thirty (30) days later without notice other than an announcement at the meeting, but may transact no other business. If a time and place is not so fixed, notice of time and place of the adjourned meeting shall be given in the manner prescribed for Annual Owner Meetings.
- B. If a quorum is present at any Owner Meeting, the Owners may continue to conduct business until adjournment notwithstanding the withdrawal of enough Owners to leave less than a quorum provided (i) Owners entitled to cast votes of more than twenty five percent (25%) of the Units Owners remain present, (ii) any action taken must be approved by at least a majority of the voting power required to constitute a quorum, and (iii) action may not include imposition of a Regular Annual Assessment which is more than twenty percent (20%) greater than the Regular Annual Assessment for the immediately preceding fiscal year, or a Special Assessment which in the aggregate exceeds five percent (5%) of the Budgeted Gross Expenses of the Association for that fiscal year.

4.10 PROXIES. Each Owner may vote in person or by proxy. All proxies shall be written, dated, signed by the Owner, and filed with the Secretary before the meeting. Every proxy shall be revocable and shall automatically cease upon any of the following events:

- A. Conveyance of the Owner's Condominium;
- B. Receipt of notice by the Secretary of the death or judicially declared incompetence of the Owner;
- C. Arrival of an expiration date stated in the proxy provided it is no later than eleven (11) months from the date the proxy was created;
- D. Passage of eleven (11) months from date the proxy was created.

Any form of proxy or written ballot distributed by any person to Owners shall:

- E. Identify the person or persons authorized to exercise it;
- F. Provide that the vote shall be cast in accordance with the choice specified by the Owner;
- G. State the length of time it will be valid;
- H. Afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon.

Any proxy or written ballot distributed to Owners concerning election of directors which names candidates shall:

- I. Provide that it shall not be mandatory that a named candidate be specified; and
- J. Not be voted if it has been marked in a manner indicating that the authority to vote for the election of directors is withheld.

4.11 VOTING REQUIREMENTS. Except when the Governing Documents require the approval or consent of a specific number of Units, a majority of the total voting power represented shall prevail at all Owner Meetings, and decisions made by that majority shall be deemed decisions of the membership of the Association. In the event of a deadlock on a matter, there shall be a second vote, and if a deadlock again results, the matter shall fail.

4.12 ACTION WITHOUT MEETING. Any action which may be taken at Owner Meetings, except the election of directors where cumulative voting is a requirement, may be taken without a meeting provided a written ballot describing the proposed action, and providing an opportunity to specify approval or disapproval, is distributed to every Owner entitled to vote on the matter, and Owners are provided a reasonable time to return the marked ballot to the Association. Approval of an action by written ballot shall be valid only if the number of votes cast within the specified time frame equals or exceeds the number required for a quorum at a meeting, and the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting. Ballots shall state the number of responses

needed to meet quorum requirements and the number of approvals required for passage. Ballots shall be provided to Owners in the same manner as notice is given under this First Amended Declaration. A vote cast by written ballot may not be revoked.

4.13 PARLIAMENTARY PROCEDURE. Owner Meetings shall be conducted in accordance with a recognized system of parliamentary procedure or such other parliamentary procedures as the Association may adopt.

4.14 OWNER RIGHT TO SPEAK. Owners shall be permitted a reasonable time to speak at Board and Owner Meetings.

ARTICLE 5. ASSESSMENTS AND LIENS

5.1 TYPES OF ASSESSMENTS. There are three types of Assessments: Regular Annual Assessments, Special Assessments and Personal Reimbursement Assessments.

5.2 REGULAR ANNUAL ASSESSMENTS. Regular Annual Assessments shall be levied against all Owners to fund the operating and reserve requirements of the Association as projected in the *pro forma* operating budget prepared in accordance with Civil Code §1365.5. The approval of a majority of Units shall be required to increase the Regular Annual Assessment more than twenty percent (20%) above the amount levied the previous year. If at any time during the fiscal year, the Association determines that the amount of the Regular Annual Assessments is inadequate or excessive, it may revise it for the balance of the fiscal year. The approval of sixty percent (60%) of the Units shall be required to retroactively revise the Regular Annual Assessment if such retroactive revision involves an increase of more than ten percent (10%).

5.3 SPECIAL ASSESSMENTS. Special Assessments may be levied against all Owners to defray (i) the cost of construction, repair or replacement of capital improvements to portions of the Property which the Association is obligated to maintain, (ii) extraordinary expenses of the Association that were not anticipated in the *pro forma* operating budget, or (iii) any other purpose permitted by law. The approval of a majority of Units shall be required to levy a Special Assessment that exceeds five percent (5%) of the Budgeted Gross Expenses for the fiscal year in which it is levied. The Special Assessments during a fiscal year shall aggregate for the purpose of determining whether the five percent (5%) limit has been reached.

5.4 PERSONAL REIMBURSEMENT ASSESSMENTS. A Personal Reimbursement Assessment may be levied against any Owner to enforce the Owner's obligations and responsibilities under the Governing Documents.

5.5 ASSESSMENT INCREASES FOR EMERGENCIES. The limits placed on the increase or decrease of Regular Annual Assessments and Special Assessments do not apply in an Emergency.

5.6 DIVISION OF ASSESSMENTS. Regular and Special Assessments shall be divided among the Owners equally.

5.7 USE OF ASSESSMENTS. Revenue raised by Assessments must be used to maintain, preserve and enhance the Property, or to promote the health, safety and general

welfare of the Owners.

5.8 DUE DATE FOR PAYMENT OF ASSESSMENTS. Regular Annual Assessments shall be assessed against each Owner on the first day of the first month of the fiscal year, and shall be due and payable in equal monthly installments on the first day of each month of the fiscal year, unless the Association adopts some other basis for collection. The Association shall notify each Owner in writing of the amount of the Regular Annual Assessments for the upcoming fiscal year at the same time it distributes the *pro forma* operating budget. In addition, the Association shall notify each Owner in writing of any change in the Regular Annual Assessments or of the levy of any Special Assessment not less than thirty (30) nor more than sixty (60) days before the due date of such changed or Special Assessment. The due date for payment of a Personal Reimbursement Assessment shall be stated in the notice of the assessment and be at least thirty (30) days after notice is given.

5.9 PAYMENT OF ASSESSMENTS. Assessments are due and payable on their due dates without deduction or offset for any claim an Owner may have against the Association. Each Assessment, together with authorized charges, is the joint and several personal obligation of all Owners of the Condominium against which it is levied. No Owner may exempt him/herself from liability for payment of Assessments.

5.10 DELINQUENT PAYMENT OF ASSESSMENT. An Assessment becomes delinquent if payment is not received by the Association within fifteen (15) days after its due date. The Association may impose a late charge of ten percent (10%) or \$10.00, whichever is greater, on delinquent payments as compensation for additional administrative costs. A late charge may be imposed on each delinquent payment, but may not be imposed more than once on any single delinquent payment. The Association may also charge interest on delinquent payments at the rate of twelve percent (12%) per annum beginning thirty (30) days after the due date and continuing until the date payment is received. Payment toward a delinquent Assessment shall be credited first to satisfying the Assessment, next to costs of collection, next to late charges, and finally to accrued interest. If a Regular Annual Assessment installment is not paid within fifteen (15) days of the due date more than three (3) times during a fiscal year, the Association may declare the entire remaining unpaid balance of the Regular Annual Assessment for that fiscal year immediately due and payable in full by written notice to the Owner.

5.11 ENFORCEMENT ON DEFAULT. Each and every financial obligation of an Owner arising under the Governing Documents is a personal debt of the Owner as of the date it is due. The Association may pursue a legal action against an Owner for a delinquent financial obligation without recording a lien to secure the obligation.

5.12 ASSESSMENTS LIENS. A delinquent Assessment, regardless of type, plus any late charges, interest, costs of collection or related charges may be made a lien on the delinquent Owner's Condominium by recording a notice of delinquent Assessment with the County Recorder. The notice of delinquent Assessment shall contain the information and meet the other requirements of Civil Code §1367(b). Such a lien may be enforced in any manner permitted by law. A lien for delinquent Regular Assessments and Special Assessments may be enforced by nonjudicial foreclosure conducted in accordance with the provisions of Civil Code §§2924, 2924(b) and 2924(c). Upon payment of the sums specified in the notice, the Association shall promptly record a notice acknowledging satisfaction and releasing the lien. The lien shall not be affected by the sale or transfer (other than through foreclosure) of the affected Condominium.

5.13 ALTERNATIVE RESOLUTION OF ASSESSMENT DISPUTES. Notwithstanding anything to the contrary in Section 12.8, an Owner may use the alternative dispute resolution process described that Section to resolve a dispute regarding Assessments provided such Owner has not used alternative dispute resolution to resolve an Assessment dispute more than two (2) times in a single calendar year or more than three (3) times in five (5) calendar years. An Owner wishing to use alternative dispute resolution to resolve an Assessment dispute must (i) first pay to the Association the full amount of the disputed Assessment plus all interest, late charges and lien expenses, plus up to four hundred twenty five dollars (\$425) in attorney's fees, and (ii) notify the Association in writing by certified mail that the amount is paid under protest within thirty (30) days after a notice of delinquent assessment is recorded. If an Owner follows the procedures set forth in this Section, the Association shall notify the Owner that he/she may resolve the dispute as described in Section 12.8, through a civil action, or through any other dispute resolution procedure available through the Association. Interest may be awarded to an Owner for Assessments paid under protest and later found not to be due.

5.14 NO FORECLOSURE BASED ON PENALTIES. A penalty, fine, charge or other financial obligation, including costs and expenses of collection, levied by the Association against an Owner as a Personal Reimbursement Assessment for a violation of the Governing Documents may be made a lien against the Condominium of such Owner, but may not be enforced by nonjudicial foreclosure under Civil Code §§2924, 2924(b) and 2924(c) except as allowed by law. The obligation may be enforced by judicial foreclosure or judicial execution once the obligation is reduced to judgment. The limitations of this Section do not apply to unpaid Regular Annual or Special Assessments, late charges on delinquent Regular Annual or Special Assessments, interest on delinquent Regular Annual or Special Assessments, and costs and expenses incurred collecting delinquent Regular Annual or Special Assessments.

5.15 STATUS CERTIFICATE. Upon written request of an Owner, the Association shall provide an Owner with a written statement, signed by an authorized representative of the Association, stating the amount of all unpaid Assessments, fines, penalties, charges and other financial obligations owed to the Association by the Owner as of the date of the statement. The statement shall be conclusively presumed accurate as of its date in favor of any good faith purchaser of a Condominium who relies on it. The Association may charge a reasonable fee for the statement which shall not exceed the actual administrative cost.

5.16 WAIVER OF STATUTORY PRIORITY. Each Owner waives the benefit of statutory debtor protection, including homestead and exemption rights, to the full extent permitted by California and Federal law with respect to enforcement of Assessment liens.

ARTICLE 6. MAINTENANCE AND ALTERATION

6.1 OWNER MAINTENANCE RESPONSIBILITY.

- A.** Each Owner shall maintain all elements of his/her Unit, and any finished wall, floor or ceiling surfaces which serve only his/her assigned Restricted Common Area. Each Owner shall maintain the elements of the Property for which he/she is responsible in a condition which does not impair the value or desirability of other Units.
- B.** Each Owner is responsible for maintenance necessitated by the misconduct of his/her guests and invitees, of the Occupants of his/her Unit and of the guests

and invitees of such Occupants. Each Owner is also responsible for maintenance necessitated by a consequence of the malfunction, misuse or alteration of any device or system within his/her Unit or within those portions of Restricted Common Area for which he/she is responsible.

- C. If an Owner fails to satisfy his/her maintenance requirements, the Association may do so and assess any associated expense as a Personal Reimbursement Assessment.

6.2 ASSOCIATION MAINTENANCE RESPONSIBILITY .

- A. The Association shall maintain all Common Area, including Restricted Common Area, in good condition and repair. This maintenance requirement shall not apply to items which are the responsibility of Owners under this Declaration.
- B. The Association is responsible for maintenance necessitated by the conduct and behavior of its invitees, and for maintenance necessitated by a consequence of the malfunction, misuse or alteration of any device or system for which the Association is responsible.
- C. The Association shall follow the procedure described in Civil Code §1364 for repair and maintenance necessitated by the presence of wood-destroying pests and organisms. The Association may require Occupants to vacate a Unit in order to allow attempted eradication of wood-destroying pests or organisms, but must first give written notice not less than fifteen (15) days nor more than thirty (30) days before the date to vacate. The notice shall state the reason vacation is necessary, the date and time the work will begin, the date and time the work is expected to end, and that the Occupants will be responsible for their own accommodations and the care, storage and protection of their personal property during the work. Notice shall be deemed complete when (i) the notice is personally delivered to one of the Occupants or sent by first class mail to the address of the Unit, and (ii) a copy of the notice is sent by first class mail to the Owner, if different from the Occupants, at the Owner's address shown in the Association records .

6.3 ALTERATION OF UNITS. Without Association approval, an Owner may make alterations or improvements within the boundaries of his/her Unit that do not impair the structural integrity or mechanical systems, lessen the support of any part of the Property, or impair the value or desirability of other Units. All other improvements shall require Association approval. Regardless of whether Association approval is required, prior to making any alteration, an Owner shall (i) obtain all required governmental permits and approvals and (ii) in cases where a building permit is required, provide a copy of the building permit application to the Association at least ten (10) calendar days before commencing work.

6.4 ALTERATION OF COMMON AREA. Common Area, including Exclusive Use Common Area, may be physically altered only with Association approval. Common Area alterations requiring approval include, but are not limited to, (i) any substantial change in the appearance of exterior Exclusive Use Common Areas such as a change in color, material, design, style, or plant types, (ii) placement of anything in or on the exterior of the Property, or (iii) installation of a screen, cover, awning, hot tub, spa, or fence in a balcony, deck, patio, carport or other exterior area. Notwithstanding the above, "For Sale" or "For Rent" signs that

do not exceed nine (9) square feet in size may be displayed on portions of the Common Area designated by the Association.

6.5 WINDOW COVERINGS. Unless otherwise approved by the Association, all window coverings visible from the street or Common Area shall be of a material and type commonly used for window coverings, and shall be white or beige in color on the portion visible from the street.

6.6 ASSOCIATION APPROVAL PRECEDURES.

- A. Architectural Rules.** The Association may enact rules (the "Architectural Rules") to govern alteration approvals. The Architectural Rules shall be consistent with the Governing Documents.
- B. Architectural Committee.** The Board may establish a committee (the "Architectural Committee") to enact Architectural Rules and govern alteration approvals. The Architectural Committee shall consist of three (3) Owners appointed by the Board for a one (1) year term. Whenever an Architectural Committee exists, it shall act on behalf of the Association with regard to Architectural Rules and alteration approvals. Any decision of an Architectural Committee may be appealed to the Board within ten (10) days of the decision. During any period when there is no Architectural Committee, the Board shall act on behalf of the Association with regard to Architectural Rules and alteration approvals.
- C. Application For Alteration Approval.** Owners wishing to make alterations requiring Association approval shall submit "Plans and Specifications" to the Association. "Plans and Specifications," as used in this Article, shall include the following:
- (1) A description of the proposed alteration, including, as appropriate, its shape, height, width, elevation, materials, color, location and such further information as may be necessary to allow the Association to evaluate it fully;
 - (2) Upon request of the Association, a certificate by an architect or engineer licensed by the State of California stating that the alteration (i) will not impair the structural integrity of any part of the Property, and (ii) will not interfere with any Utility; and
 - (3) Upon request of the Association, a set of construction drawings prepared by an architect and/or engineer licensed by the State of California.

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

disapprove the application. The Association may charge a reasonable fee for reviewing an application.

D. Time Limit For Association Decision. Within forty-five (45) days after receipt of all materials required or requested by the Association, it shall notify the applicant in writing of its decision. If the Association fails to notify the applicant in writing of its decision within this time frame, the application shall be deemed denied.

E. Standards For Association Decision. The Association has sole and complete discretion to approve or disapprove an alteration requiring approval. The Association shall approve an alteration only if it makes an affirmative finding that the alteration (i) will not impair the structural integrity of any part of the Property, (ii) will not interfere with any Utility, (iii) is consistent with the Condominium Plan and the Governing Documents, (iv) will not detract from the appearance, harmony, attractiveness and enjoyability of the Property, and (v) will not impose an unreasonable maintenance burden on the Association.

6.7 NO WAIVER OF FUTURE APPROVALS. The approval or disapproval of an alteration shall not be deemed a waiver of the Association's subsequent right to approve or disapprove a similar alteration or any other matter.

6.8 INSPECTION AND NON-COMPLIANCE. The Association, following Reasonable Entry Notice, may inspect any work performed on the Property to ensure it is done in accordance with this Article. If, as a result of an inspection, the Association finds a violation of this Article, it may notify the Owner in writing of the violation. Upon receipt of such notice, the Owner shall immediately cease work. The Association may also cause a notice of non-responsibility for mechanics' liens to be recorded and posted as specified in Civil Code §3094. Any officer, director, or Architectural Committee member shall promptly notify the Association upon learning of any violation of this Article.

ARTICLE 7. USE RESTRICTIONS

7.1 CONDOMINIUM USE. The Property shall be used solely for residential purposes, except that an Occupant may engage in a professional or administrative occupation within the Property if (i) it is merely incidental to the use of the Unit as a residence, (ii) it conforms to all applicable Governmental Regulations, and (iii) there is no external evidence of business activity.

7.2 OCCUPANCY LIMITATIONS. No Unit shall be occupied by more than the number of persons allowed by law.

7.3 PARKING AND USE OF MOTOR VEHICLES. Parking spaces shall be used solely for parking of automobiles, station wagons, pickup trucks, motorcycles and light vans by Owners or Occupants of the Property. The Association may enact Rules establishing the maximum dimensions of vehicles which may be parked in the parking spaces. Parking spaces may be rented or leased only as provided in Section 7.8. No commercial vehicle or recreation vehicle (including camper unit, motor home, trailer, bus or boat) shall be parked or stored on the Property. The parking area shall not be used for living, recreational or business purposes. Repair of a motor vehicle is not permitted anywhere on the Property. Each Owner shall keep

his/her designated parking spaces neat and clean and shall remove any oil, grease or other waste. Each Owner and Occupant shall indemnify, defend and hold harmless the Association and its Board, officers, manager, employees, and other Owners and Occupants against any and all loss, cost or liability including attorneys fees, arising out of claims related to his/her ownership, maintenance or use of motor vehicles on the Property.

7.4 REMOVAL OF MOTOR VEHICLES. The Association may remove any motor vehicle wrongfully parked on the Property at the owner's expense. Following the removal, the Association shall notify (i) the local traffic law enforcement agency and (ii) if his/her identity is known by the Association, the owner. The notice shall include a description of the vehicle, the license number and the address from where the vehicle is removed. If the identity of the owner is not known by the Association and the vehicle has not been returned to the owner within one hundred and twenty (120) hours after removal, the Association shall promptly notify the California Department of Justice and file a copy of the notice with the proprietor of the garage in which the vehicle is stored. The report shall be made on a form furnished by the Department of Justice and shall include a complete description of the vehicle, the date, time and place from which the vehicle was removed, the amount of mileage on the vehicle at the time of removal, the grounds for removal and the name of the garage where the vehicle is stored. The Association shall not be liable for any damages or loss suffered by the owner as a consequence of removal unless such damage or loss resulted from negligence of the Association.

7.5 NUISANCE. No person shall use any part of the Property in a way that unreasonably interferes with the quiet enjoyment of an Occupant, or which is noxious, illegal, seriously annoying or offensive to a person of reasonable and normal sensitivity. The Association shall have wide discretion to determine what constitutes a nuisance, and the duty to order those responsible to cease or abate such nuisance immediately. Without limiting the generality of the preceding two sentences, all Occupants agree to use reasonable efforts to minimize noise and disruption to other Occupants. The Association shall establish quiet hours to be stated in the Rules. Unless otherwise agreed by all Occupants in advance, loud noise is prohibited at all times. Loud noise is defined as anything that is disturbing to Occupants including but not limited to washer/dryers, kitchen appliances, stereos, televisions, excessive footfalls, and musical instruments. The floor of each hallway and room located above the ground floor, excluding kitchens and bathrooms, shall be entirely carpeted over not less than fifty (50) ounce jute padding, one half (1/2) inch synthetic needle punch jute padding, or equivalent noise absorption padding. There shall be no exterior fires except in barbecue receptacles designed for that purpose. No activity may be carried on that adversely affects insurance coverage or rates on the Property. No Owner shall do or permit anything to be done which is in violation of a Governmental Regulation or which will or may decrease the attractiveness, desirability or value of the another Unit or the Property as a whole.

7.6 ANIMALS. An Occupant may keep domestic dogs, cats, fish, and birds provided he/she (i) does not keep his/her animal(s) for commercial purposes, (ii) maintains reasonable control over his/her animals at all times, (iii) keeps his/her dog(s) on a hand-held leash when outside a Unit, (iv) immediately cleans up after his/her animal(s), (v) thereby becomes liable to the Association and all persons for any damage caused by his/her animal(s), and (vi) thereby agrees to indemnify, defend and hold harmless the Association and its Board, officers, manager, employees, and other Owners and Occupants against any and all loss, cost or liability including attorneys fees, arising out of claims related to his/her pet. The Occupants of a single Unit shall collectively keep no more than one (1) four-legged animal. The Association can prohibit the keeping of any animal that it determines to be a nuisance to any person of reasonable and normal sensitivity.

7.7 GARBAGE DISPOSAL. Occupants shall keep (i) all waste in proper containers, (ii) all waste containers in portions of the Common Area designated by the Association, and (iii) all waste containers and adjacent portions of Common Area in a neat, clean and sanitary condition.

7.8 RIGHT TO LEASE. An Owner or Occupant may lease or sublease his/her Condominium or his/her assigned parking space provided that the Owner completes the "Resident Information Sheet" provided by the Association, and, in the case of parking space rental, that the lessee or sublessee execute the standard form lease adopted for this purpose by the Board. An Owner shall be responsible for ensuring the compliance with the Governing Documents by everyone residing in the Owner's Unit. Each Owner hereby grants the Association an irrevocable power of attorney to commence and pursue injunctive relief or an unlawful detainer action against a lessee or sublessee who is in violation of the Governing Documents. The granting of this irrevocable power of attorney is not intended to prevent an Owner from commencing and pursuing his/her own injunctive relief or an unlawful detainer action against his/her lessee or sublessee for violation of the Governing Documents.

7.9 CLOTHES LINE. There shall be no exterior clothes lines or outside laundering or drying of clothes.

7.10 STORAGE. Within Restricted Common Area, Occupants may store any non-hazardous material provided it is organized in a manner which does not create a fire hazard or impair the value or desirability of any Condominium. Occupants may not store any item in other Common Area without prior Association approval.

7.11 GARAGE SALES. There shall be no rummage sales, garage sales or flea markets of any kind without Association approval.

7.12 DELEGATION OF RIGHTS. Any Occupant of an Owner's Unit shall be entitled to all of that Owner's rights to use and enjoy the Property. During any period when a tenant is in possession of an Owner's Unit, the Owner shall not be entitled to use and enjoy the recreational facilities of the Property.

ARTICLE 8. INSURANCE

8.1 GENERAL LIABILITY INSURANCE. The Association shall maintain an insurance policy insuring the Association, its directors, officers and the Owners against public liability incident to ownership and use of the Property. The limits of coverage shall not be less than two million dollars (\$2,000,000) per incident of injury, death and property damage. The policy shall contain a severability of interest endorsement precluding the insurer from denying coverage to a named insured because his/her act or omission created liability in favor of another insured. The policy shall also contain a contractual liability endorsement.

8.2 DIRECTORS' AND OFFICERS' LIABILITY INSURANCE. The Association shall maintain an insurance policy insuring the Association, its directors and officers against liability arising out of acts or omissions in their capacity as agents of the Association. The limit of coverage shall not be less than two million dollars (\$2,000,000) per incident. The policy shall provide prior acts coverage.

8.3 FIRE AND CASUALTY INSURANCE. The Association shall maintain a policy of fire and casualty insurance providing multi-peril coverage for all portions of the Property which the Association is obligated to maintain and all Association property. The limits of coverage shall not be less than full current replacement cost including required building code upgrades. The policy shall contain an agreed amount endorsement.

8.4 OTHER INSURANCE. The Association may acquire such additional insurance, coverages or limits as it deems advisable. The Association may maintain a fidelity bond or equivalent insurance on all individuals handling Association funds. If the Association has employees, it shall maintain workers' compensation insurance as required by law.

8.5 GENERAL POLICY PROVISIONS. Each Association insurance policy shall (i) name the Association as trustee for policy benefits payable to the Owners, (ii) provide a waiver of subrogation rights against the Association, its directors, officers and Owners, (iii) state that coverage be primary and not affected by any other insurance held by an Owner, and (iv) require that at least thirty (30) days prior written notice be given to the Association by the insurer before cancellation.

8.6 INSURER RATING. The Association's insurance shall be written by an insurance company qualified to do business in California with a rating of at least an "A" by Best's Insurance Reports or equivalent.

8.7 REVIEW OF INSURANCE POLICIES. The Board shall review all Association insurance policies at least once a year to ensure that they are adequate to meet the current needs of the Association.

8.8 NOTICE OF CHANGE IN INSURANCE COVERAGE. The Association shall notify the Owners by first-class mail as soon as reasonably practical if any of its insurance policies: (i) lapses or is canceled and is not immediately renewed, restored or replaced; (ii) will undergo significant change such as a reduction in coverage or limits, or an increase in the deductible; or (iii) is subject to a notice of nonrenewal and replacement coverage will not be in effect at the time the existing coverage will lapse.

8.9 INABILITY TO OBTAIN INSURANCE. If the insurance required by the Governing Documents is difficult, impractical or unduly expensive to obtain, the Association shall obtain insurance as nearly equivalent to the required insurance as is reasonably available.

8.10 OWNER'S INSURANCE. An Owner is responsible for obtaining and maintaining insurance covering his/her personal liability, separate interest and personal property.

8.11 CASUALTY INSURANCE DEDUCTIBLES AND PROCEEDS. The deductible payable in the event of a loss shall be paid by the person(s) or entity responsible for maintenance at the point of origin of the physical damage. The person(s) or entity who pays the deductible shall have the right to recover such amount from any party responsible for the loss. Proceeds from Association insurance received as a consequence of damage or loss to a portion of the Property which an Owner must maintain shall be distributed to that Owner. If the proceeds are insufficient to complete the work, the Owner shall pay the additional amounts.

ARTICLE 9. CATASTROPHIC DAMAGE AND CONDEMNATION

9.1 CATASTROPHIC DAMAGE. As used in this Section, "Catastrophic Damage" means sudden and unexpected physical damage to portions of the Property which the Association is obligated to maintain for which the repair cost will exceed fifty percent (50%) of the full replacement cost of all portions of the Property which the Association is obligated to maintain.

- A. Determining Extent Of Damage.** Immediately after the occurrence of Catastrophic Damage, the Association shall obtain two or more written bids from separate licensed contractors to restore the damaged elements to substantially the same condition as existed before the damage occurred. Repair bids shall include at a minimum a detailed scope of work, fixed or not-to-exceed contract price, completion date and provision for adequate insurance coverage by the contractor. Payment and performance bonds shall be required in repair contracts exceeding one hundred thousand dollars (\$100,000).
- B. Determining Availability Of Repair Funds.** After obtaining repair bids, the Association shall promptly determine the amount of funds available for the repair from insurance, reserves, loans, and any other source. In making this determination, the Association shall consider as available any insurance proceeds payable to any Owner for repair or replacement of any of the damaged elements.
- C. Repair Funds 75% Or More Sufficient.** If the available funds are sufficient to cover seventy-five percent (75%) or more of the repair cost, the Association shall restore the damaged elements to substantially the same condition as existed before the damage occurred, and levy the difference between the available funds and the total repair cost as a Special Assessment. Any Owner who receives insurance proceeds for repair or replacement of any of the damaged elements shall provide such proceeds to the Association in addition to his/her portion of the Special Assessment.
- D. Repair Funds Less Than 75% Sufficient.** If the available funds are insufficient to cover seventy-five percent (75%) of the repair cost, the Association shall hold a Special Owner Meeting to decide whether to repair.
 - (1)** If a majority of Units votes to repair, the Association shall restore the damaged elements to substantially the same condition as existed before the damage occurred and raise the difference between the available funds and the total repair cost by levying a Special Assessment, borrowing funds, or both. Any Owner who receives insurance proceeds for repair or replacement of any of the damaged elements shall provide such proceeds to the Association in addition to his/her portion of the Special Assessment.
 - (2)** If a majority of Units votes not to repair, or the Association reaches a deadlock on the issue, it shall sell the entire Property in its then existing condition on the best available terms. Each Owner hereby grants the Association an irrevocable power of attorney to represent the Owner in any negotiations or agreements related to sale or other liquidation following Catastrophic Damage. The sale proceeds together with any

insurance proceeds shall then be distributed as provided in Section 9.3 of this First Amended Declaration. The Association shall then be dissolved and the entire common interest development terminated as provided by law. If the Association fails to sell the Property within a reasonable period of time, it may bring an action for judicial partition.

Failure of the Association or the Owners to hold a special meeting to consider repairing Catastrophic Damage within twelve (12) months of its occurrence, and/or failure of the Association to obtain a loan or approval of a Special Assessment required for repair, shall be deemed a decision of the Owners not to repair.

- E. Repair Work.** All individuals or entities performing repairs for the Association shall (i) hold all licenses legally required for such repairs and (ii) enter into a written contract with the Association which satisfies all of the requirements for repair bids specified in Subsection A. The Association shall ensure that repairs are diligently pursued to completion in accordance with best construction practices prevailing in the locale at the time the work is done.
- F. Emergency Repair.** The Association may make repairs or take any other necessary action in an Emergency without first complying with the provisions of this Article.
- G. Certification Of Intention.** If the Association decides, by affirmative act or failure to act, to sell the Property rather than repair Catastrophic Damage, it shall promptly notify all Owners in writing of the decision and record a certificate reciting that fact with the County Recorder.
- H. Revision Of Documents.** If the Association decides, by affirmative act or failure to act, not to repair Catastrophic Damage, the Association shall have the power and authority to execute and record, on behalf of itself and the individual Owners, all necessary documents to show the altered status of the Property, including but not limited to a revised Condominium Plan.

9.2 CONDEMNATION. Each Owner hereby grants the Association an irrevocable power of attorney to represent the Owner in any condemnation or eminent domain negotiation or proceeding, whether or not a civil action has been started. The proceeds from a taking of two or more Condominiums or of the Common Area by eminent domain shall be distributed as provided in Section 9.3 of this First Amended Declaration.

9.3 DISTRIBUTIONS. All proceeds from insurance, liquidation, or condemnation relating to two or more Condominiums or the Common Area shall be paid to the Association for the benefit of the Owners and their mortgagees. To the extent proceeds from insurance or condemnation have been allocated among affected Units and Common Area by the paying entity, the Association shall distribute such funds in accordance with that allocation. Otherwise, the Association shall distribute these funds to the affected Owners based upon the relative value of the affected Owners' Condominiums. Relative value shall be determined through an appraisal process as follows:

- A.** The Association shall retain three (3) appraisers meeting the following requirements: (i) having at least two (2) years experience appraising real estate similar to the Property in the area where the Property is located, (ii) holding a

valid real estate sales, brokerage or appraisal license, (iii) having no prior business or personal relationship with any Owner, and (iv) agreeing in writing to complete his/her appraisal within fourteen (14) calendar days of retention.

- B. The Association shall instruct each appraiser to determine the fair market value of each Condominium involved in the relative valuation. The appraisers shall base their valuations on the physical conditions which existed on the date immediately preceding the destruction or other event triggering the need for valuation.
- C. Upon receiving the valuations of all appraisers, the Association shall disregard the lowest and highest appraisal for each Condominium. The Association shall then use the remaining appraisal for each Condominium to determine the relative values.

If any Owner owes money to the Association at the date of the disbursement, the amount owned shall be subtracted from the amount to be disbursed to that Owner.

ARTICLE 10. NOTICE OF TRANSFER

10.1 NOTICE OF TRANSFER. An Owner who transfers any ownership interest in a Condominium, whether by sale, lease, gift, exchange or otherwise, shall promptly notify the Association in writing of the name and address of the transferee, the type of transfer, the date of transfer and any other information about the transfer that the Association may reasonably request.

ARTICLE 11. MORTGAGE PROTECTION

11.1 DEFINITION OF ELIGIBLE MORTGAGEE. An "Eligible Mortgagee" is the holder of a Mortgage given to secure payment of a portion of the purchase price of a Condominium and which has requested designation as an Eligible Mortgagee in writing by registered mail, return receipt requested, within ten (10) days of the creation of the mortgage or deed of trust. In order to maintain eligibility, an Eligible Mortgagee must renew its request for such designation in the same manner each year within ten (10) days of the anniversary date of its initial request. The original request and each renewal request shall include the debtor's name, loan number, current holder of the promissory note or other obligation, amount of the unpaid principal, and address and assessor's parcel number of the encumbered parcel. Strict compliance with this paragraph is required.

11.2 OWNER'S RIGHT TO ENCUMBER. An Owner may encumber his/her Condominium with a mortgage or lien. An Owner may not encumber the Common Area other than his/her Percentage Interest.

11.3 NOTICE TO ELIGIBLE MORTGAGEE. An Eligible Mortgagee shall be entitled to written notice of the following:

- A. The occurrence of loss, casualty, condemnation or eminent domain which

decreases the value of its encumbered Condominium by more than fifty percent (50%) of its fair market value immediately prior to the occurrence;

- B. Any 60-day delinquency in the payment of Assessments by, or Association commencement of judicial or non-judicial foreclosure proceedings to enforce payment of delinquent obligations owed under the Governing Documents against, the Owner of its encumbered Condominium;
- C. Any proposed action requiring the consent of Eligible Mortgagees; and
- D. Any lapse or cancellation of any Association insurance policy.

Failure of an Eligible Mortgagee to receive the notice required by this paragraph shall not be construed to benefit an Owner or to impede the Association in enforcing the Governing Documents.

11.4 ACTS REQUIRING CONSENT OF ELIGIBLE MORTGAGEE. Except in the event of Catastrophic Damage or condemnation, the Association shall not take the actions described in Section 3.25 without the prior written approval of fifty-one percent (51%) of the Eligible Mortgagees..

11.5 PRIORITY OF SECURITY INTERESTS IN CONDOMINIUM. An Eligible Mortgagee or lien holder in a Condominium shall have the priority and rights established by California law.

11.6 ACQUISITION OF TITLE BY FORECLOSURE. Each Owner who acquires title by foreclosure shall not be personally liable for obligations which accrued prior to acquisition against the Condominium or its prior Owner. An Owner who acquires by foreclosure shall be personally liable for all obligations associated with his/her Condominium which accrue after acquisition. Nothing in this paragraph shall affect the validity of a perfected security interest in a Condominium or a Notice of Violation recorded against a Condominium.

11.7 PROHIBITION ON FORECLOSURE OF COMMON AREA. No holder of any type of lien or encumbrance may foreclose on an Owner's interest in the Common Area without also foreclosing on the remainder of the Owner's Condominium.

11.8 RIGHTS TO INFORMATION BY MORTGAGEES. An Eligible Mortgagee is entitled to obtain the same information as an Owner from the Association upon written request and payment of required fees.

11.9 FORMER OWNER IN POSSESSION. A former Owner who loses title by foreclosure but remains in possession shall be bound by the Governing Documents as long as he/she remains in possession, but shall have no obligation to pay Assessments accruing after the date title is transferred.

ARTICLE 12. GENERAL PROVISIONS OF DECLARATION

12.1 AMENDMENT OF DECLARATION. Provisions of this First Amended

Declaration requiring approval of more than a majority of Units for action may be amended only with the approval of the number of Units required for action under the provision. Provisions requiring approval of Eligible Mortgagees for action may be amended only with the approval of the percentage of Eligible Mortgagees required for action under the provision. All other provisions may be amended with the approval of a majority of Units.

12.2 CERTIFICATION OF APPROVAL AND RECORDATION. An amendment of this First Amended Declaration shall become effective when an authorized officer of the Association has executed and recorded with the County Recorder both (i) the amendment and (ii) a notarized certificate stating that the required number of Units have approved the amendment. The Association shall distribute a copy of the amendment to each Owner as soon as it becomes effective.

12.3 NOTICE. A notice or notification permitted or required by the Governing Documents shall be in writing and deemed received by the person to whom it is given upon either (i) personal delivery or (ii) expiration of forty-eight (48) hours after deposit in the United States mail, postage prepaid and addressed to the current or, if unavailable, to the last known address of the person to be notified. It does not matter whether a notice is sent by first-class, registered or certified mail. Notice to the Association shall be given to its President. When Co-Owners own a Unit, notice to any of them shall be deemed notice to all of them. When several Occupants share a Unit, notice to any of them shall be deemed notice to all of them.

12.4 INTERPRETATION. Any uncertainty or ambiguity in the Governing Documents shall be resolved by reference to the following rules of interpretation: (i) the provisions of the Governing Documents shall be liberally interpreted to facilitate the operation of a common interest development and liberally interpreted to preserve and protect the general plan established for mutual and common benefit of all Owners, and (ii) a more specific provision shall prevail over a more general one. In the event of an inconsistency between this First Amended Declaration and the Condominium Plan, the Condominium Plan shall control. In the event of an inconsistency between this First Amended Declaration and the First Amended Bylaws, this First Amended Declaration shall control. Both this First Amended Declaration and the First Amended Bylaws shall control over an inconsistent provision in the Rules.

12.5 SEVERABILITY. Each provision of the Governing Documents is independent and severable, and may be enforced even though another provision may be unenforceable.

12.6 MEDIATION. Mediation is a voluntary informal attempt to resolve a dispute with the help of a neutral individual who has no decision-making authority. The Association encourages mediation and shall participate in mediation in an effort to resolve disputes related to the Governing Documents, unless the Association determines that immediate action is necessary or that mediation under the circumstances would not be in its best interest. The Association shall establish appropriate procedures for commencing mediation. Mediation may occur before, during, or after arbitration or litigation. Unless otherwise agreed, mediation costs shall be shared equally by the participants.

12.7 ARBITRATION. Arbitration is a voluntary or mandatory method of resolving a dispute by delegating decision making authority to a neutral individual or panel. Except as provided by Sections 12.9 and 12.10, any dispute relating to the Governing Documents shall be resolved through mandatory arbitration by the American Arbitration Association or another private arbitration service or individual acceptable to all parties. Any party affected by a dispute may initiate arbitration by written demand. All parties shall pursue arbitration to a conclusion as quickly as possible and conclude every case within six (6) months from the date

of the initial written demand for arbitration. Arbitrators shall have discretion to allow the parties reasonable and necessary discovery in accordance with Code of Civil Procedure §1283.05, but shall exercise that discretion mindful of the need to promptly and inexpensively resolve the dispute. If a party subject to the Governing Documents refuses to proceed with or unduly delays the arbitration process, any other party may petition a court for an order compelling arbitration or other related act, and shall recover all related expenses, including attorney fees, unless the court finds that the party against whom the petition is filed acted with substantial justification or that other circumstances make the recovery of such expenses unjust. An arbitration award may be entered as a court judgment and enforced accordingly. The arbitration award shall be binding (i) unless the award declares a provision of this First Amended Declaration unenforceable or (ii) unless the award is in excess of ten thousand dollars (\$10,000), in which cases any party may obtain a trial *de novo* in Superior Court provided he/she files a civil complaint within sixty (60) days of the entry of a final judgment on the arbitration award. The pendency of arbitration shall toll all applicable statutes of limitation.

12.8 DECLARATORY OR INJUNCTIVE RELIEF. Actions seeking only declaratory or injunctive relief, and actions seeking these remedies along with monetary relief (other than collection of Assessments) of five thousand dollars (\$5,000) or less, shall be exempt from the requirements of the preceding Section, but the following provisions shall apply.

- A. As provided in Civil Code §1354, any party may serve on any other party a "Request for Resolution" which includes (i) a brief description of the dispute, (ii) a request for mediation or arbitration, and (iii) a statement that the party receiving the Request must respond within thirty (30) days or the Request will be deemed rejected. If the Request is accepted within the thirty (30) day period, the mediation or arbitration shall be completed within ninety (90) days of receipt of the acceptance by the party who first served the Request unless both parties agree to an extension.
- B. As provided in Civil Code §1354, any party filing a lawsuit must also file a certificate stating (i) that mediation or arbitration has been completed in compliance with the preceding Subsection, (ii) another party rejected the Request for Resolution, (iii) the time limit for bringing the action would have lapsed within one hundred twenty (120) days, or (iv) preliminary or temporary injunctive relief is necessary. Failure to file this certificate could result in dismissal of the case.

12.9 DISPUTES EXCLUDED FROM ARBITRATION. The following types of lawsuits shall be exempt from the requirements of Section 12.7:

- A. Unlawful detainer;
- B. Enforcement of an obligation to pay Regular and Special Assessments under the Governing Documents, including a judicial or non-judicial foreclosure to enforce an assessment lien;
- C. Partition pursuant to Civil Code §1359;
- D. Small Claims Act (Code of Civil Procedure §§116.110-116.950) proceedings;

- E.** Condemnation or eminent domain;
- F.** Bodily injury or wrongful death;
- G.** Latent or patent defects in Association property;
- H.** Probate or domestic relations proceedings; and
- L.** Recordation of a notice of pending action, or an order of attachment, receivership, injunction or other provisional remedy which may provide interim protection during the pendency of an arbitration proceeding.

12.10 POWER OF ATTORNEY. Each Owner grants an irrevocable power of attorney to the Association to carry out the provisions of this First Amended Declaration. The granting of this irrevocable power of attorney is not intended to prevent an Owner from commencing and pursuing his/her own action to enforce the provisions of this First Amended Declaration.

12.11 LIMITATION OF LIABILITY. A volunteer officer or volunteer director, as defined in Civil Code §1365.7, shall not be personally liable for any loss, damage or injury claimed to be the result of a wrongful act or omission in the scope of his/her duties on behalf of the Association absent gross negligence, intentional misconduct or fraud shown by clear and convincing evidence.

12.12 OWNER'S ACCOUNTABILITY. Each Owner is responsible to the Association for the conduct and behavior of Occupants of the Owner's Unit, including but not limited to violations of the Governing Documents.

12.13 INDEMNIFICATION. Absent gross negligence, intentional misconduct or fraud, the Association shall indemnify its directors, officers and committee members to the fullest extent permitted by law against all liability and expenses, including reasonable attorney's fees, arising out of a claim based upon a wrongful act or omission in the scope of their duties on behalf of the Association. The Association shall approve or disapprove the indemnity, and may advance expenses, in accordance with Corporations Code §7237.

12.14 NO PUBLIC RIGHTS. There shall be no entitlement to public use of, public access to, or other public rights in the Property. The Association reserves the right to prohibit entry on the Property by any person whose presence is not authorized by the Governing Documents.

12.15 COSTS AND ATTORNEY'S FEES. The party who prevails in an arbitration, civil action or other proceeding to enforce or interpret the Governing Documents shall be entitled to recover all costs and expenses, including reasonable attorney's fees, but the arbitrator, judge or other decision maker shall have final discretion to allocate such costs and expenses between the parties in a manner that will accomplish substantial justice.

12.16 TERM OF AMENDED DECLARATION. This First Amended Declaration shall continue for a term of twenty (20) years from the date it is recorded unless superseded or terminated sooner. The term shall be automatically extended for successive periods of ten (10) years, unless the Association is terminated, and it records with the County Recorder a notice of termination prior to the commencement of the next period.

12.17 STATUTORY REFERENCES. References to codes and statutes mean those of the State of California.

12.18 CERTIFICATE OF PRESIDENT. Pursuant to Civil Code §1355(a), I, the undersigned, declare under penalty of perjury that the following facts are true and correct of my own personal knowledge:

- A. I am the duly elected President of the CLAY HILL CONDOMINIUM HOMEOWNERS ASSOCIATION.
- B. On 6, the required percentage of Owners gave their approval to amend the currently effective Declaration of Covenants, Conditions and Restrictions by adopting this First Amended Declaration of Covenants, Conditions and Restrictions and First Amended Bylaws.

Executed in San Francisco, California on 6/11/03.

President



CLAY HILL CONDOMINIUM HOMEOWNERS ASSOCIATION

FIRST AMENDED BYLAWS

ARTICLE 13. NAME AND LOCATION

13.1 NAME AND LOCATION. The name of the Association is Clay Hill Condominium Homeowners Association. The principal office of the Association is located at San Francisco, California.

ARTICLE 14. DIRECTORS

14.1 POWERS AND DUTIES OF DIRECTORS. The Association shall be managed by a Board of Directors. The Board shall have the power and duty to make decisions on behalf of the Association on all issues except those requiring Unit approval under the First Amended Declaration. The Board may delegate its management duties to a manager.

14.2 NUMBER AND QUALIFICATION OF DIRECTORS. There shall be at least three (3) directors. Directors must be Owners. Assuming at least one (1) Owner from each of the three (3) buildings on the Property wishes to serve, there shall be at least one (1) director from each of the three (3) buildings.

14.3 ELECTION OF DIRECTORS. Directors shall be elected at Annual Owner Meetings. Mid-term vacancies which have not been filled by the Board may be filled at any Owner Meeting. Owners may make nominations during the Owner Meeting. Whenever more than one (1) person from among the Owners in a particular building is nominated, the Owner from that building receiving the largest number of votes shall be elected. If no person from among the Owners in a particular building is nominated, the Board seat ordinarily reserved for that building may be filled by any Owner, and the Owner receiving the largest number of votes for the seat shall be elected.

14.4 TERM OF DIRECTORS. Unless they resign or are removed, directors shall serve until the next Annual Owner Meeting.

14.5 REMOVAL/RESIGNATION OF DIRECTORS. Subject to the restrictions of Corporations Code §§7221 and 7222, directors may be removed (i) by Owner vote for any reason, (ii) by Board vote if the director no longer meets the qualifications in effect at the beginning of the director's current term, or (iii) by Board vote if the director fails to attend three (3) Regular Board Meetings. A director may resign at any time by giving written notice to the Board. In the event of removal, resignation, or death of a director, his/her successor shall be selected by a majority of the remaining directors.

14.6 REGULAR BOARD MEETINGS. Regular Board Meetings shall be held at least quarterly at a time and place determined by the Board.

14.7 SPECIAL BOARD MEETINGS. Special Board Meetings may be convened by (i) the President or (ii) by any two (2) directors other than the President.

14.8 NOTICE OF BOARD MEETINGS. Except in the case of an Emergency, notice of all Board Meetings shall be given to all Owners at least four (4) days prior to the meeting. Notice of a Board meeting may be given to the Owners by posting a written notice in a prominent place within the Common Area, by publication in a newsletter or similar communication, by mail, or by personal delivery. Emergency Board Meetings may be held without notice if a quorum is present and either before or after the meeting each absent director (i) signs a written waiver of notice, (ii) signs a consent to the holding of the meeting, or (iii) approves the minutes of the meeting. All waivers, consents, or approvals shall be filed with the records of the Board and made a part of the minutes.

14.9 QUORUM AND DECISIONS OF DIRECTORS. A majority of the directors shall constitute a quorum. Decisions made by a majority of a quorum shall be binding.

14.10 NON-DIRECTOR ATTENDANCE. Board Meetings, except those held in executive session, shall be open to all Owners. Each such meeting shall include an Owner's forum when Owners shall be permitted a reasonable time to speak. Unless expressly authorized by the Board, Owners other than directors may not participate in any Board discussion or deliberation before or after the Owner's forum.

14.11 EXECUTIVE SESSIONS. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon:

- A. Personnel matters;
- B. Litigation in which the Association is or may become involved;
- C. Matters that relate to the formation of contracts with third parties;
- D. Any matter relating to discipline of an Owner, provided that any directly affected Owners are entitled to attend the session; and
- E. Any matter involving attorney-client privilege.

The nature of any business to be considered in executive session shall be announced in open session and noted generally in the minutes. The business conducted in executive session shall be confidential and disclosed only to directors and persons authorized by the Board to have access to such information.

14.12 COMPENSATION OF DIRECTORS. Directors shall not be compensated but may be reimbursed for expenses incurred in connection with Association business.

14.13 COMMITTEES. The Board may appoint committees as appropriate to carry out its duties.

ARTICLE 15. OFFICERS

15.1 TITLES AND DUTIES OF OFFICERS. Officers have the following titles and duties:

- A. President.** The President shall preside at all Board Meetings, supervise the execution of Board orders and resolutions, sign legal instruments as necessary and act as the chief executive officer of the Association.
- B. Vice President.** The Vice President shall act in place of the President in his absence due to his inability to act, and shall exercise and discharge such other duties as the Board may from time to time require.
- C. Secretary.** The Secretary shall record the votes and keep the minutes of all Board and Owner Meetings, keep a current list of the names and addresses of Owners, and perform other duties as the Board may from time to time require.
- D. Treasurer.** The Treasurer shall maintain proper books of account and other appropriate financial records in accordance with standard accounting practices, and be responsible for ensuring compliance with the preparation and review of the financial documentation required by Civil Code §§1365 and 1365.5.

15.2 ELECTION OF OFFICERS. Officers shall be elected at the first Board Meeting following the Annual Owner Meeting. Mid-term vacancies shall be filled by the Board at its earliest convenience. The President and Vice President must be Directors.

15.3 TERM OF OFFICERS. Unless they resign or are removed, officers shall serve until the first Board Meeting following the next Annual Owner Meeting.

15.4 REMOVAL/RESIGNATION OF OFFICERS. An officer may be removed from office by the Board at any time without cause. An officer may resign at any time by giving written notice to the Board. An officer shall also be deemed to have resigned when he/she ceases to be a director. In the event of removal, death or resignation of an officer, his/her successor shall be selected by a majority of the remaining directors.

15.5 COMPENSATION OF OFFICERS. Officers shall not be compensated but may be reimbursed for expenses incurred in connection with Association business.

ARTICLE 16. GENERAL PROVISIONS OF BYLAWS

16.1 PREPARATION, DISTRIBUTION AND INSPECTION OF MINUTES. A proposed draft of the minutes, final draft of the minutes, or summary of the minutes of all Board (other than executive session) and Owner Meetings shall be prepared and made available to Owners within thirty (30) days of the meeting. The proposed minutes, final minutes, or summary minutes shall be distributed to any Owner upon request and reimbursement of the reasonable cost of the distribution. At the time of distribution of the *pro forma* operating budget, or at the time of any general mailing to all Owners, the Association shall notify all Owners (i) that they

may inspect and copy the minutes, and (ii) how and where such an inspection can occur.

16.2 OWNER INSPECTION OF RECORDS. Owners may inspect and copy the Owner list, financial statements, and minutes of Board (other than the executive session), Owner and committee meetings, for any purpose reasonably related to their interests as Owners. To the extent available to the Association, the list of Owners shall contain the names, mailing addresses, telephone numbers and voting rights of each Owner. The Association shall establish rules for the inspection and copying of documents by Owners, and for payment by the inspecting Owner of actual administrative costs of such inspection. No original documents shall be removed from Association custody for copying.

16.3 DIRECTOR INSPECTION OF RECORDS. Directors may inspect and copy all books, records and documents of the Association at any time during business hours. The Association shall pay the copying costs of documents reasonably requested by a director to assist him/her in the discharge of his/her duties.

16.4 AMENDMENT OF BYLAWS. These First Amended Bylaws may be amended with the approval of a majority of Units.

16.5 FISCAL YEAR. The fiscal year of the Association shall be the calendar year, unless a different fiscal year is adopted by the Association.

16.6 CALIFORNIA CORPORATIONS CODE. These First Amended Bylaws conform to the provisions of the Corporations Code governing Nonprofit Mutual Benefit Corporations. If a statute upon which these First Amended Bylaws are based is amended, the amendment shall supersede any conflicting provision herein.

16.7 CERTIFICATE OF SECRETARY. I certify that I am the duly elected Secretary of Clay Hill Condominium Homeowners Association, a California nonprofit mutual benefit corporation, and that these First Amended Bylaws were adopted by the Board on

Executed at San Francisco, California, on _____.

Secretary

NOTES

NOTES

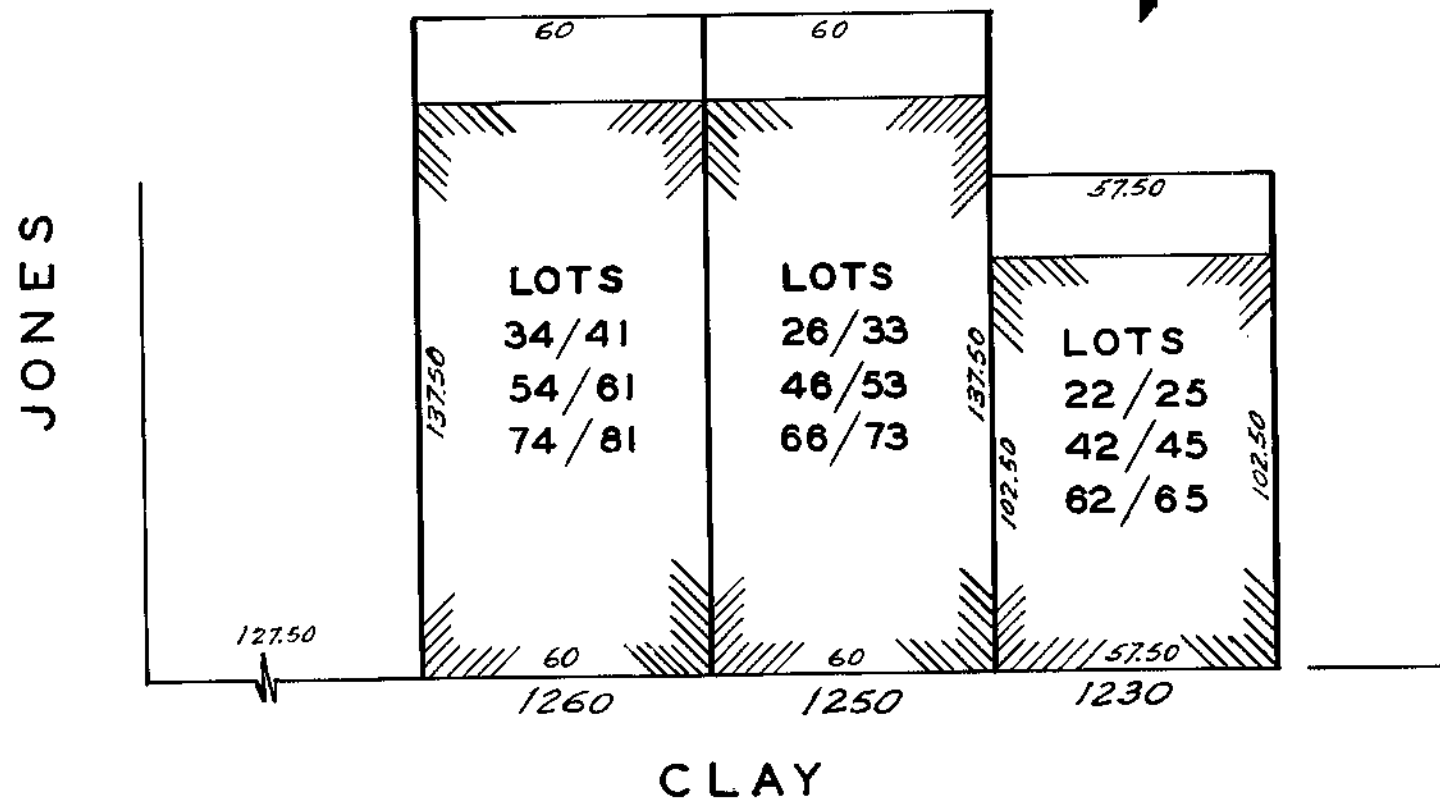
Exhibit D

CLAYHILL
A CONDOMINIUM

LOT NO.	%COMMON AREA	LOT NO.	%COMMON AREA	LOT NO.	%COMMON AREA
22	2.425	42	2.425	62	2.425
23	2.387	43	2.425	63	2.425
24	2.425	44	2.378	64	2.335
25	2.425	45	2.378	65	2.335
26	1.550	46	1.550	66	1.550
27	1.422	47	1.422	67	1.422
28	1.422	48	1.422	68	1.422
29	1.550	49	1.550	69	1.550
30	1.546	50	1.546	70	1.546
31	1.422	51	1.422	71	1.422
32	1.422	52	1.422	72	1.422
33	1.546	53	1.546	73	1.546
34	1.516	54	1.550	74	1.550
35	1.422	55	1.422	75	1.422
36	1.422	56	1.422	76	1.422
37	1.516	57	1.550	77	1.550
38	1.546	58	1.546	78	1.546
39	1.422	59	1.422	79	1.422
40	1.422	60	1.422	80	1.422
41	1.546	61	1.546	81	1.546

SITE MAP

LOTS 22 THRU 81 '75



Nov. 1974 *D.G.*

LOTS MERGED
Lot 11 merged into lot 8-43
" 12 " " " 8- "

© COPYRIGHT SAN FRANCISCO
CITY & COUNTY ASSESSOR 1995

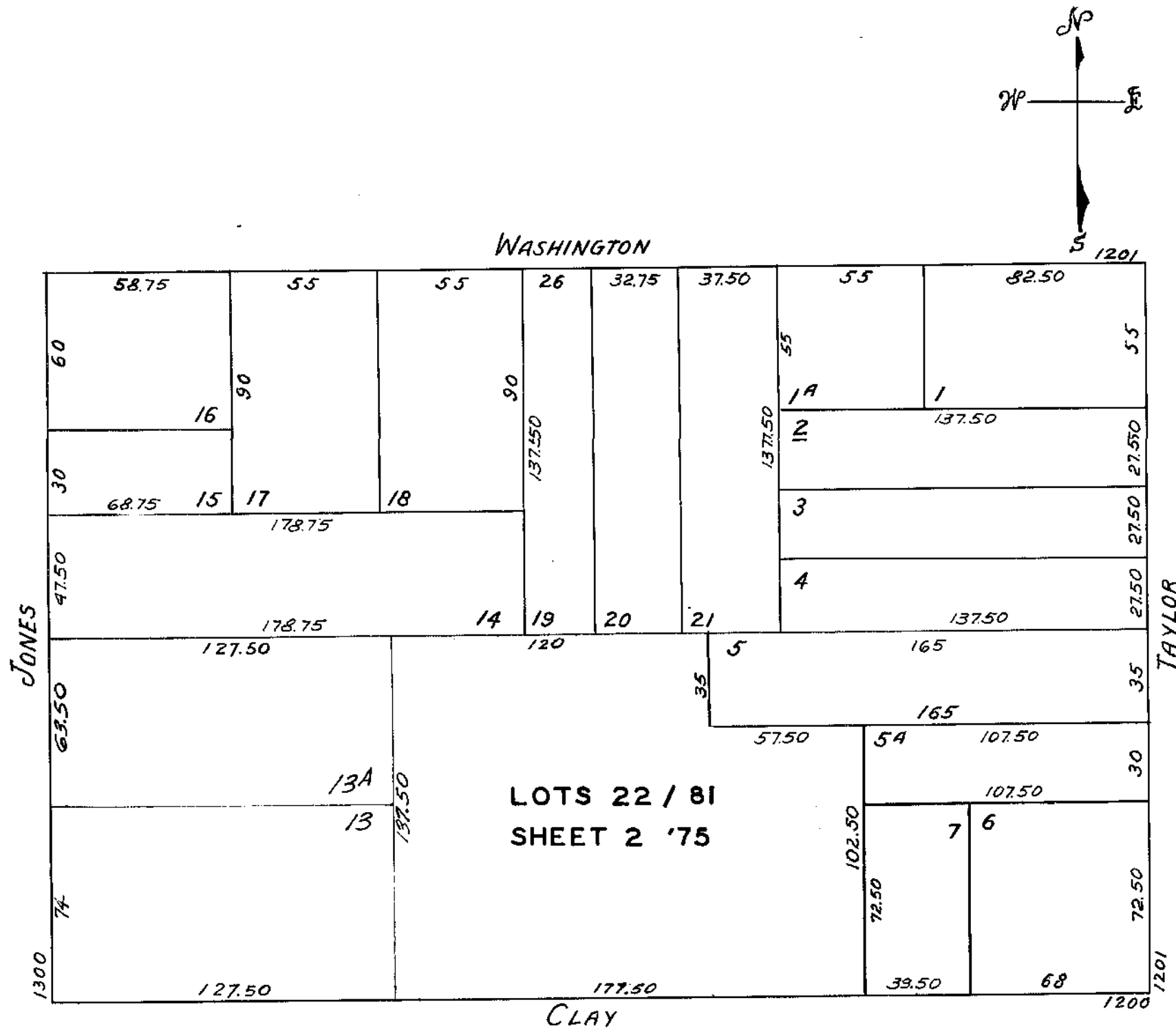


Exhibit E



Exhibit F

November 6, 2020

VIA EMAIL ONLY

gmurry@astralegal.com

Geoffrey Murry, Esq.
Ad Astra Law Group, LLP
582 Market St., 17th Floor
San Francisco, CA 94104

Re: Clay Hill Condominium Homeowners Association
Response to Your November 5, 2020 Email Regarding Unit 105 Windows

Dear Mr. Murry:

As you know, our firm is corporate counsel for the Clay Hill Condominium Homeowners Association ("Association"), which is responding to your November 5, 2020 email opposing the replacement of the two windows of your client Julia Westerling's Unit 105, as part of the east wall project at the north end of the 1250 Clay Street building ("East Wall Project").

Contrary to your allegations, the East Wall Project was not conducted in "secrecy." Rather, the Association has been transparent by informing all owners that the east wall was significantly deteriorating and wood siding was falling out of the wall due to the improper installation of windows that have caused water intrusion and dry rot. Since the east wall is part of the common area, all 60 owners will have to pay for the East Wall Project even though three units, including your client's unit, are benefiting from the replacement.

The Association's architect, Jonathan Pearlman, and the Association's manager, Alvin Donaire, met with your client and her contractor, Mark Weyland, at BanCal's office on December 18, 2019. Attached is a set of drawings for your client's renovation project where Mr. Weyland, JA Design & Construction, added notes based on his discussion with the Association's architect. As you can see on the attached drawing, Mark Weyland's notes state that "No work on windows, pending HOA and Architect advice on size, location and style, and pending East wall renovation." Therefore, at this meeting, Ms. Westerling was made aware the window size and location would be changing due to the East Wall Project.

The Association then sent a memorandum to all owners dated March 9, 2020, informing them about the pre-application meeting with the DBI and SF Bureau of Fire Prevention. Due to the COVID-19 pandemic and the DBI temporarily closing, the building permit process was delayed by several months and the Association had no updates to provide the owners. The Association followed up with another memorandum to all owners dated September 23, 2020, informing them about the permit approval for the East Wall Project.

Your November 5, 2020 email attached the City's "Existing Property Line Windows" fact sheet regarding AB-009 exemptions, which does not apply here since the 1250 Clay building does not have

Geoffrey Murry, Esq.

Re: Clay Hill Condominium Homeowners Association

Response to Your November 5, 2020 Email Regarding Unit 105 Windows

November 6, 2020

Page 2

fire sprinklers and is not compliant with other City requirements. The 3R report for Unit 105 does NOT show that there were permits for her two windows. The 3R report, dated 8/22/91, lists seven permits that are for the "General bldg" and one for Unit 105. The work of that permit is for "Remodel kitchen: add sliding doors," the doors are presumably facing north in her living room. There is no permit for the installation of the bathroom and kitchen windows. Therefore, for Unit 105, those windows are considered, by the code, to be new windows. As such, DBI and SF Bureau of Fire Prevention require that these new windows be inoperable.

The Association, not Ms. Westerling, is responsible for window replacement under the First Amended Declaration of Covenants, Conditions and Restrictions ("CC&Rs). Where the CC&Rs are silent, as they are here, the Association must refer to the default provisions in California Civil Code section 4775(a)(3), which states: "Unless otherwise provided in the declaration of a common interest development, the owner of each separate interest is responsible for maintaining the exclusive use common area appurtenant to that separate interest and the ***association is responsible for repairing and replacing the exclusive use common area.***" (Emphasis added.) The term "exclusive use common area" is defined to include windows under California Civil Code section 4145(b). As such, the Association is responsible for repairing and replacing Ms. Westerling's windows under the default provisions of California Civil Code section 4775(a)(3).

Finally, Ms. Westerling has no legal right to air, light, or an unobstructed view absent a recorded easement. *Posey v. Leavitt* (1991) 229 Cal.App.3d 1236. Neither the CC&Rs nor any recorded easement gives Ms. Westerling this legal right. Accordingly, she has no right to demand that the Association preserve the existing light, air and views from her bathroom and kitchen windows.

If you have any questions, please contact the Association's manager, Alvin Donaire, by email at alvin@bancalsf.com or by telephone at 415-842-9880.

Very truly yours,

HUGHES GILL COCHRANE TINETTI, P.C.



Hanh T. Pham

HTP:dka

Enclosures

Exhibit G



August 17, 2016

FIDELITY
Nordic Symbol

FIDELITY ROOF COMPANY

June 3, 2019

Alvin Donaire, CCAM
Community Association Manager
BanCal Property Management
220 Jackson Street, Suite 300
San Francisco, CA 94111

Re: East Wall Retrofit Proposal
1250 Clay Street
San Francisco, CA 94108

Thank you for allowing us to inspect the east wall area of the above referenced property. Following are our observations and recommendations:



It is our suspicion that several of the existing windows were either enlarged or reduced in size to fit resident's needs.

As a result the wood siding was patched in short sized boards. There is no provision for shear strength in the wall. (4'x8' plywood nailed to all studs). This leaves the wall vulnerable to excessive movement.



It does not appear that wall insulation exists. If mold has occurred within any of the units; this might be the cause. Lack of insulation and building paper causes moisture to collect on the wall stud side of sheetrock.



Example of a siding patch. Pine wood trim boards are the only defense against water entry.



The existing windows are of various types, some hinged, some louvered and some sliders.

We recommend replacing the 9 windows with a high-quality new construction fin type window. Residents might want to choose a style with glass options such as frosted in bathrooms or Low-E energy efficient windows. We could make an appointment with our window supplier to visit the site.

Recommendations

1. Provide suspended platform staging to gain access to the entire wall, as it appears that access to the wall from an adjacent property is not feasible.
2. Remove the existing redwood siding from the entire wall. At first thought, we wanted to save the siding and reuse, however, the cost to repair the existing nail holes was prohibitive, along with the possibility of having to buy new materials to replace those damaged or unusable. There are (3) three options for siding replacement. A. Treated pre-primed pine. B. Pre-primed cedar. C. Non-primed redwood. Priming would occur in our shop before delivery to site.



3. Once the window package type and sizes are chosen, install new wall headers to support the windows. We assume interior finishes will need completion around window casings.
4. Install R-15 rockwool wall insulation to entire wall.
5. Install ½” exterior grade Structural 1, 5-ply plywood to the entire wall.
6. Install Tyvek air barrier to entire wall.
7. Install window flashings to accept new windows. Install new windows. Fabricate and install new stainless-steel window head flashings atop each window with soldered end caps.
8. Install new 1”x8” wood siding to entire wall. Which ever wood product is chosen, the product will be primed and painted all sides before delivery. The siding shall be top coat painted once in-place.

We believe the budget to accomplish this work would be \$174,000.00. There are several unknowns that may affect the final investment, such as condition of wall, sizing of windows etc. A better judgement can be made once the swing stage rigging is installed so we can do a thorough investigation.

An option to consider, is a cost-plus agreement. Each month of activity; labor, materials and all costs are forwarded with a full detail costing. A markup is added to those costs for billing. It will be our every effort to streamline our activities for an efficient project; one that will play fairly to both your clients and ourselves. We are currently utilizing this method at Morgan Heights HOA in San Francisco.

I will be out of the office until Tuesday July 9, 2019. Please feel free to email with concerns and questions.

If you have any questions, you can reach me directly at (510) 547-6330 or by cell phone at (510) 719-0789.

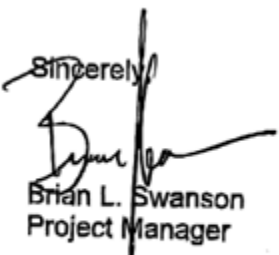
Sincerely,

Brian L. Swanson
Project Manager

Exhibit H

Subject: 1250 Clay Street East Wall Damage Assessment and Repair

To: Clay Hill BOD 17 June 2019



Problem Statement:

Evident in the photo of the 1250 Clay Street East Wall (left), part of the wall has literally fallen apart due to improper window replacement(s) and lack of adequate maintenance of the wall itself. In addition to the obvious facade failure which has been allowing water entry into the interior wall cavity for at least the last 12 months, there are numerous other 'failures' which can be identified during a simple visual inspection from the 1230 Clay Street rooftop and which must be addressed before the wall can be painted.

The additional failures include:

- Numerous improper window replacements, (random sizes, different window types and irregular placements) including poor construction and inadequate structural and external treatments (window external trim faulty)
- Façade failures including water entry evident by the corrosion of the fasteners (bulging nails) and significant paint-cracking at the siding butt-joints
- Paint bubbles (large) at random points on the wall, indicating water entry and likely dry-rot underneath

1250 East Wall Damage Assessment and Repair Process:

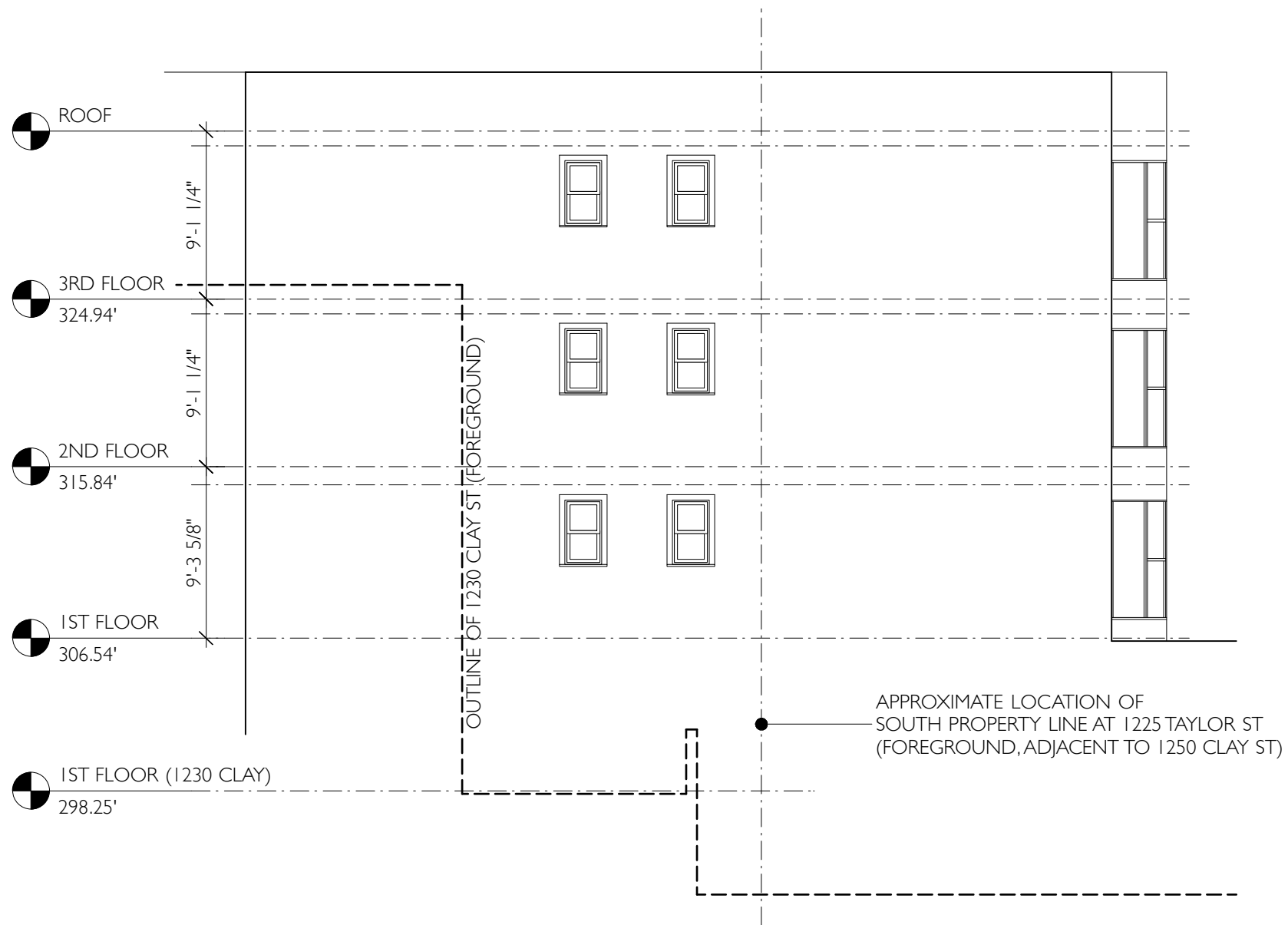
We had planned to have Avelar inspect the 1250 East Wall as part of our overall "Envelope Inspection" to best prepare for and accomplish specific building repairs before painting.

However, it became evident that Avelar, given its limited visual approach to the inspection, would not be able to provide the us with any new information about the condition of the wall than what we have already. Additionally, the only way we will know the extent of the wall failure (water entry locations and potential dry-rot of the structure) will be to 1) open it up completely, 2) inspect the structural integrity, 3) repair the damage and replace all of the windows with both proper structural framing and properly sized, new window systems.

The least expensive and most efficacious way to accomplish this is to have a licensed contractor open the wall from top to bottom, inspect, repair and replace structural members, frame-out the windows properly, replace all of the windows with properly placed and sized window assemblies, add the proper shear-wall elements to bring the wall and the building up to seismic code, install the proper moisture barrier material and replace the wood siding. The new siding on the East Wall will then need to be primed and painted.



Exhibit I

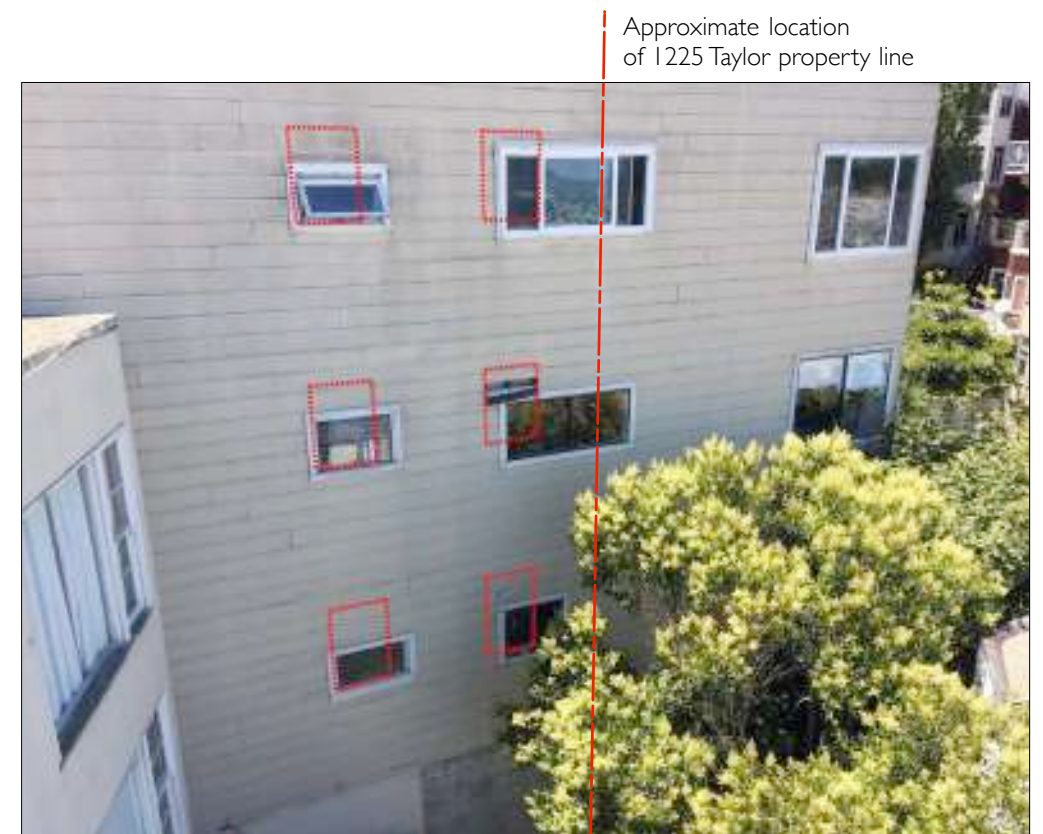


1 EAST ELEVATION - ORIGINAL BUILT CONDITION
Scale: 1/8" = 1'-0"

NOTE:
ORIGINAL PERMIT DRAWINGS FROM 1949 SHOW WINDOWS ONLY ON THE THIRD FLOOR. HOWEVER, IT APPEARS THAT SIMILAR WINDOWS WERE PREVIOUSLY INSTALLED AT THE 1ST AND 2ND FLOORS AS WELL (SEE PHOTOGRAPH AT RIGHT). IT SEEMS LIKELY THAT THE ORIGINAL BUILT CONDITION INCLUDED THE TWO SMALL WINDOWS ON THE 1ST AND 2ND FLOORS, SIMILAR TO THE THIRD FLOOR (SEE ELEVATION DRAWING ABOVE).

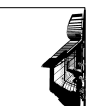


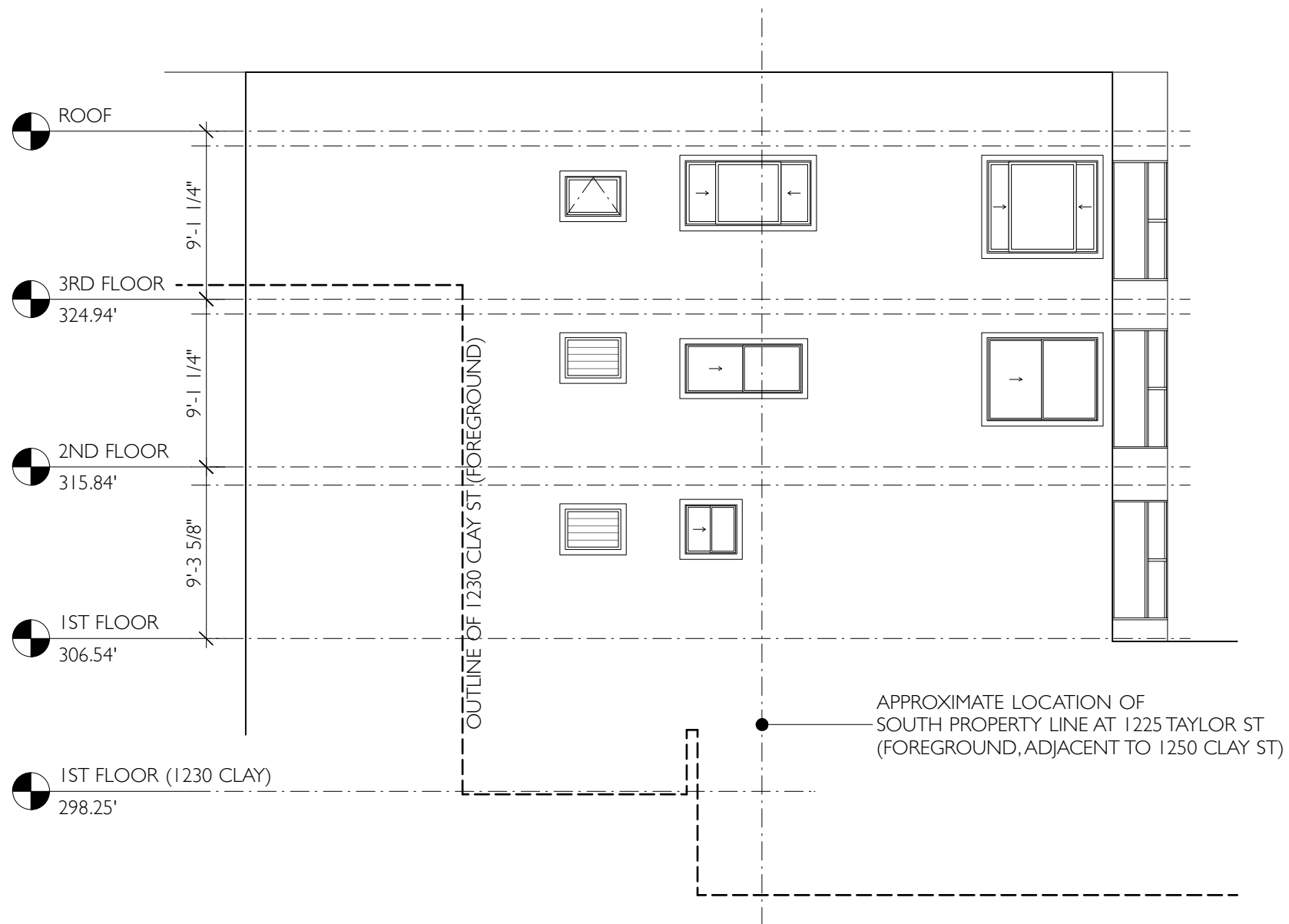
2014 aerial photograph of east elevations of 1230-1260 Clay Street buildings



Recent photograph of rear portion of east elevation with outlines showing previous openings

November 7, 2019





2 EAST ELEVATION - EXISTING CONDITION
Scale: 1/8" = 1'-0"

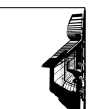


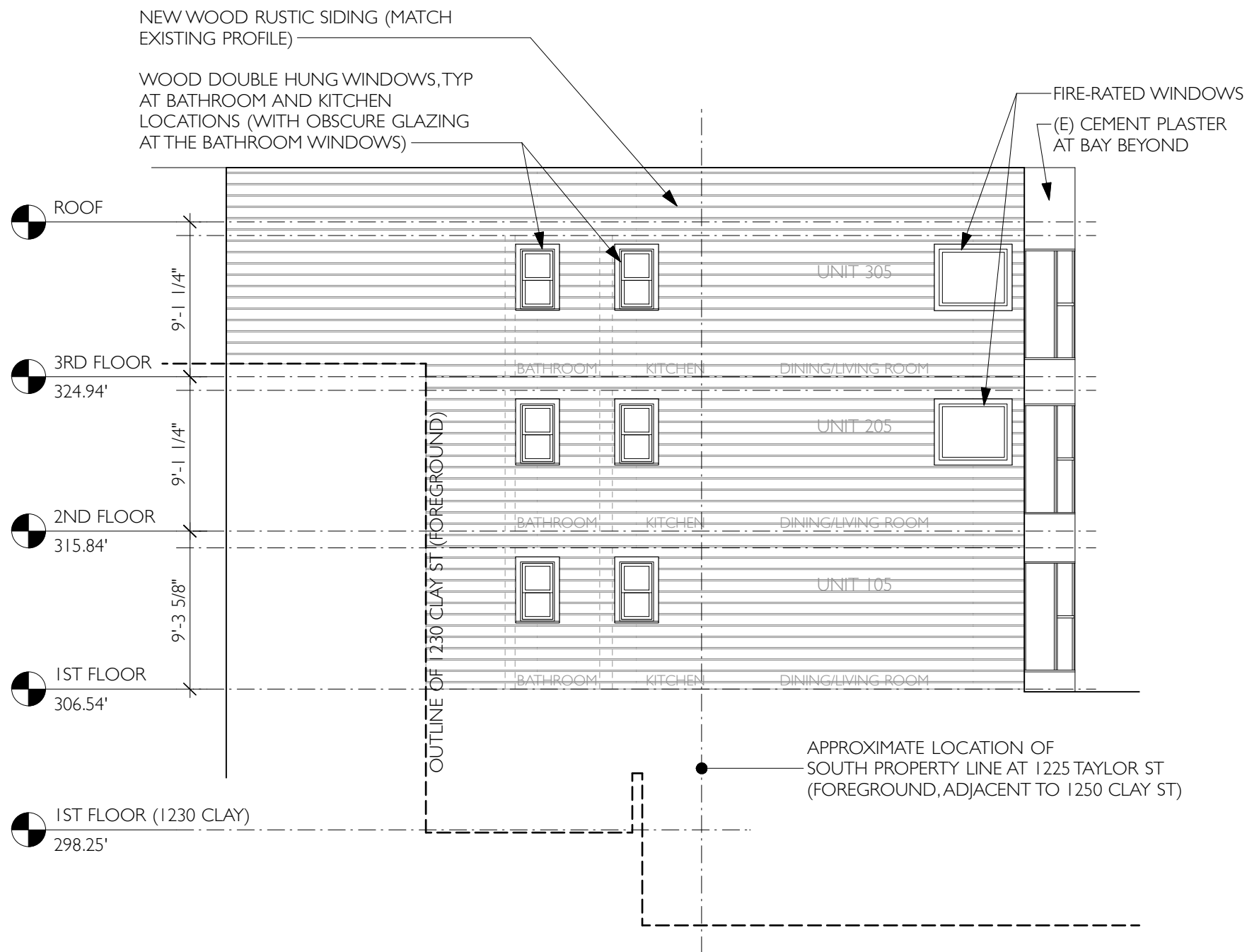
Recent photograph of rear portion of east elevation

NOTE:
THE CURRENT 3RD FLOOR WINDOWS WERE INSTALLED IN 1993. THEY APPEAR TO BE FIBERGLASS FRAMED WINDOWS.

THE CURRENT WINDOWS AT THE 1ST AND 2ND FLOORS WERE INSTALLED ON UNKNOWN DATES AND APPEAR TO BE OF VARIOUS FRAME TYPES.

November 7, 2019





3 EAST ELEVATION - PROPOSED
Scale: 1/8" = 1'-0"

November 7, 2019

Exhibit J



November 8, 2019

Alvin Donaire, CCAM
Senior Community Association Manager
BanCal Property Management
220 Jackson Street, Suite 300
San Francisco, CA 94111

Alvin:

Clay Hill Condominiums HOA has tasked Elevation Architects (EA) to evaluate the permit and drawing history, evaluate the condition of and prepare documents for the repair and restoration of the east wall (at the north end of the building) of the 1250 Clay Street building. This memo is a summary of our research and our design and technical drawings that describe both the historical state of the wall and our proposed design elevation and details for the purpose of seeking the necessary building permits to repair the east wall and replace all of the unpermitted windows.

As observed on site, the significant deterioration of the east wall appears to have been caused by the improper installation of unpermitted windows that have left gaps and openings that will allow moisture into the wall cavity. The installation of those windows apparently were not done to include headers and the poor installation have left gaps around these windows so that they appear not to be weather tight. In addition, the unpermitted installation of windows at the three units, 105, 205 and 305, have left this wall far from its original design intent with a disparate set of windows at each unit leaving a random pattern on this wall.

EA has received the permit history on the property from the Department of Building Inspection (DBI). There are 46 permits including the original building permit issued on August 22, 1949. Of these, only 4 relate to the investigation for the repair of the the east wall of the 05 stack of units in 1250 Clay.

1. Permit #119456 Application date: August 12, 1949, Issue: August 22, 1949



This is the original building permit for construction of a Type 5 Residential building. Associated with this permit are architectural drawings by H.E. Baumann and structural drawings by Jas. M. Smith. The Building Inspectors Report indicates that work was started on 8-22-49 and completed on 1-17-50. There is a handwritten note on this form that says, "Original job card lost. W.C.H." The microfilmed prints of these drawings are attached.

The floor plan drawings of the second and third floors (sheet A-4), indicate a window in both the kitchen and bathroom in what is now units 205 and 305. The east elevation (sheet A-5) show two double

hung windows, but only on the third floor at unit 305. There is evidence, however, that these two windows were installed in all three units, 105, 205 and 305 as can be seen in the infill to the wood siding as noted in the photo above.



You can see the similar condition on the east wall of 1260 Clay in this aerial view. Note that all of the windows on the east elevation of 1250 Clay are different from the original layout.

2. Permit #7711098 Application date: October 19, 1977, Cancelled: July 14, 1978
The application is for 1250 Clay Street with no unit noted. The description of work is:

The construction of picture window (4'x7') in Living Room wall (facing east), beside Dbl Hung window (4'x3'). There is a note that says: "Permission of the Clay Hill Homeowners Condominium Assoc. has been requested and received." There is no identification of the unit number, but the note "facing east" would indicate that this is either unit 205 or 305. There are no drawings for this permit. Note that this permit was cancelled. Hand written on the Building Inspectors Job Record is the note "No work done w/ this appl."

3. Permit #8095318 Application date: June 17, 1980, Issue: June 20, 1980
The application is for 1250 Clay Street, Apt. 205. The description of work is:

4 existing windows to be enlarged

Kitchen to become 6-4 x 2-8

Bath to become 3-0 x 2-0

L.R. to become 6-0 x 4-6 (Note: This appears to be the window facing east.)

L.R. to become 6-8 x 3-6 (Note: This appears to be one of the units of the windows facing north)

There are no drawings for this permit. Building Inspector job card indicates that the work was completed on October 23, 1980. Based on the existing conditions, the kitchen and bathroom windows along with the living room window on this east side do appear to match the size of the openings outlined in the permit.

At unit 205, it is evident that the kitchen window was installed poorly and without a header. There is now an obvious opening in the wall which allows rain water to enter into the inside of the wall which may have caused additional dry rot within the wall. It is reasonable to expect that the other windows were intalled in a similar manner.

4. Permit #201810183605 Application date: October 18, 2018, Issue: October 18, 2018
The application is for 1250 Clay Street, apt. 105. The description of work is:

“Remodel kitchen/bath No partition demo, replace 4 windows and 1 slider (not visible from street) No work in common areas, no increase in bldg. hgt or area.” For the two windows on the east wall, it appears that these widows are not in-kind replacements as they are of different sizes than the existing ones. As of the date of this memo, there appears to be no work started on this permit. At this time, the Clay Hill HOA has not approved these modifications.

In 1978, the condominium for all three buildings was established which, in essence, eliminated the property lines between the buildings to establish one large lot that encompasses all three buildings. This is important relative to the east wall of 1250 Clay because the intersecting west property line of 1225 Taylor, is adjacent to the wall of the 1250 Clay building just to the north (right in photo above) of the kitchen window (see photos above). This means that the picture windows at the northeast corner of units 205 and 305 are located on the property line of the adjacent property of 1225 Taylor Street. The implication of this, based in the California Building Code fire rating requirements, is that the bathroom and kitchen windows of the 05 units face into the rear yard of the Clay Hill property thereby not requiring any fire rating; these windows can be operable. For the picture windows of units 205 and 305, however, the building requires these windows to be fixed and fire-rated. These windows do not appear to be rated and have operable panels within them.

Note that there are no permit applications that indicate that the large picture windows in the living rooms of units 205 and 305 on the east wall were ever permitted. The 1977 permit #7711098 indicated the construction of a picture window facing east. This permit does not indicate which unit this is for, but it is likely it was for unit 205 or 305. It also indicates that permission was received from the HOA for the work. However, this permit was cancelled on Jul 14, 1978 and according to the job card, no work was done for this permit. Permit #8095318 from 1980 indicates that a smaller window was there in unit 205 and the permit was for its replacement with an enlarged window that appears to be the size of the window that is in that location.

Based on the recollection of other residents of 1230 and 1250 Clay, all of the windows at unit 305 were replaced around 1993. They recall that the installed windows are Marvin Window products of fiberglass construction. These could not be the windows of the 1980 permit as that type of product did not exist at that time. There is no permit for this work.

Attachments to this memo include:

1. Illustrations of the east wall of 1250 Clay (11x17 format):
 - A portion of sheet A-5 from the original permit #119456
 - Original built condition – 1950
 - Existing conditions – 2019
 - Proposed design - Suggested design for the east wall that provides for repair and replacement of existing windows. Identifying which windows will need to meet current California Building and Fire Codes if they had never been permitted.
2. Permit application drawing set for repair and alteration (24x36 format)
 - This permit set to be submitted at the request of the Clay Hill HOA includes a proposed elevation for the replacement of unpermitted windows, details for both non-rated and 1-hour fire rated windows and details for the repair of wall and parapet cap.
3. Copies of the four permits and requisite drawings for the permits outlined above.

Clay Hill Properties HOA
November 8, 2019

EA will work with Clay Hill Properties to coordinate the permitting process at their request. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan Pearlman', with a long horizontal flourish extending to the right.

Jonathan Pearlman
Principal

Cc: HOA President, K. Moore

Exhibit K



March 9, 2020

Alvin Donaire, CCAM
Senior Community Association Manager
BanCal Property Management
220 Jackson Street, Suite 300
San Francisco, CA 94111

Dear Alvin:

This memo is to summarize the result of our pre-application meeting with senior Department of Building Inspection (DBI) plan checker, Jeff Ma and The Bureau of Fire Prevention (Fire) plan checker, Lt. Diane Van Der Heiden. The meeting was held on March 4, 2020 at DBI. We had previously requested the pre-application meeting with specific questions about the code requirements for the repair of the east wall of 1250 Clay. That letter is attached to this memo as a reference.

Due to the relationship of the individual buildings of 1230 and 1250 Clay and the location of the property line relative to 1225 Taylor Street, there is not one simple answer as to how to proceed with the renovation of the wall. Of course, all work done to the wall, must meet the requirements of the 2019 California Building Code (CBC) along with any San Francisco amendments.

The photo below shows the east wall of 1250 Clay with the north wall of 1230 Clay on the left side of the photo. It shows what we can discern to be the locations of original 1949 windows that can be seen in repaired siding, (outlined in red dashed lines) and the location of the property line that is perpendicular to the wall running east-west between 1230 Clay and 1225 Taylor.



The history of the building permits for 1250 Clay were outlined in my memo to you dated November 8, 2019. What was determined is that none of the windows in this wall were installed with the proper DBI permits and, to the best of our knowledge, with permission of the Clay Hill HOA. For the repair to move forward, we must address this issue and how to bring this wall into current code compliance for both buildings and, more importantly, fire safety.

Despite the merging of the three Clay Hill properties for City Assessor purposes in 1974 when the buildings were converted to condominiums and recorded into one block with multiple lots (each individual condominium), there are still three distinct buildings, 1230, 1250 and 1260. The

importance of this is that the building code considers that there is an “assumed” property line between each building. This is significant in determining the fire code requirements for any windows that are located at a property line. In general, for buildings like these, property line walls are required to be 1-hour

fire rated determined by how the wall is constructed. In principal, the code does not allow for any openings in property line walls. Windows, doors or vents are all considered to be “openings”.

Given the fact that a significant number of buildings in San Francisco were built before the modern codes were adopted, DBI has issued many Administrative Bulletins (AB) to address the many existing conditions that do not conform to the current California Building Codes. For instance, if the Clay Hill buildings were built today, the building code would not allow any windows on the east wall of 1250 Clay as DBI considers this to be a property line wall. To allow windows on a property line wall, DBI has issued AB-009, titled “Local Equivalency for Approval of New Openings in New and Existing Building Property Line Walls”, which states nine (9) conditions that must be met in order for DBI to allow such windows (openings) in this wall.

It should be noted that any original existing conditions that don't conform to current codes are grandfathered in and can remain. The photo below shows the east wall of 1260 Clay with the original small double-hung windows at the bathroom and kitchen. These can remain, despite their proximity to the “assumed” property line between 1260 and 1250 Clay.



The challenge presented with this project is that there are no original windows and all of the existing windows on the east wall of 1250 Clay were installed without permits. Therefore, the code considers anything built here as new construction which must meet the requirements of the 2019 CBC. Due to the work needed to repair this wall, none of these windows can be grandfathered in and they must be replaced. Due to their location on the property line, these windows must meet the conditions outlined in the AB-009.

As noted, there are 9 conditions for the allowance of property line windows. Condition 2 requires that these windows be fixed (non-operable), condition 3 requires that no window can be less than 6 feet laterally from any adjacent building, condition 4 describes the minimum fire rating for the window assembly and condition 5 requires that the opening be protected by a fire sprinkler. For 1250 Clay, the existing bathroom windows at units 105, 205 and 305 are located 5'-0" from the corner of the bay window of 1230 Clay. Therefore, any replacement window must be located 1'-0" further to the north on this wall.

Since there is no fire sprinkler system in the building, an alternate means of fire protection must be provided for windows to be allowed in this wall. There is another document, AB-005 titled “Procedures for Approval of Local Equivalencies” that will allow the consideration of alternate construction if it can be shown that the proposed alternate meets the intent of the requirement it is meant to supersede. For this case, we discussed providing a 60-minute fire-rated window and frame along with the improvement of the performance of the overall wall to be 1-hour fire rated. DBI's Mr. Ma suggested that this would be an

March 9, 2020

acceptable alternate in lieu of a fire sprinkler. The reason for this is that with these modifications to the existing building, there will be a significant increase in fire safety between the two buildings.

Based on all of this information, Elevation Architects will prepare the permit drawings with the AB-009 and AB-005 forms which we will review with you prior to the formal submittal to DBI. Please let me know if you have any questions about this memo.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Pearlman", with a long horizontal flourish extending to the right.

Jonathan Pearlman
Principal

Cc: HOA President, K. Moore



February 7, 2020

Manager, Permit Services
San Francisco Department of Building Inspection
1660 Mission Street
San Francisco, CA 94103-2414

Dear Permit Services Manager,

We would like to request a pre-application review meeting with DBI for our project at 1250 Clay Street. Enclosed, you will find applicable drawings for this project. Below is some brief background information about the project and our specific questions for review.

Relevant Background:

1230 Clay Street, 1250 Clay Street and 1260 Clay Street are three separate buildings located on the same lot. Within these three buildings are 60 individual residential condominium units. The three buildings are part of one homeowners' association. All three buildings were designed and built around the mid-part of the last century. Each of the three buildings consists of three stories of residential condo units over a one-story parking garage.

Our proposed project consists of repairing one exterior side wall at 1250 Clay Street, the middle of the three buildings, and replacing the existing windows in that wall with new windows. See site plan on sheet A-1 in the enclosed drawings for the location of the exterior wall to be repaired as part of this project. See elevations 1 & 2 on sheet A-2 for the layout of existing windows and proposed windows in that wall.

Based on our permit history research, it appears that the existing windows in the subject wall are not permitted. The original permit drawings for the building from 1949 show only two windows in the subject wall, one in the bathroom and one in the kitchen of the 3rd floor condo. We believe that the windows shown in the 1949 drawings were actually constructed on the 1st, 2nd and 3rd floors, rather than just the 3rd floor. See enclosed photograph of the subject wall showing the outlines of what appears to be the original 1949 windows.

Specific Review Questions:

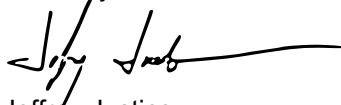
1. Our proposed elevation (see elevation 2 on sheet A-2) shows new operable windows in the portion of the exterior wall adjacent to the 1230 Clay Street building. For clarity, the portion of wall we are referring to is highlighted in red on the site plan on sheet A-1 and shaded in red on the proposed elevation (see elevation 2 on sheet A-2). However, if an assumed property line must be drawn between 1230 and 1250 Clay Street (per 2016 CBC 705.3), then any new windows in this portion of the wall would be considered property line windows, an AB-009 would be required and operable windows would not be allowed. Is an assumed property line between 1230 and 1250 Clay Street required?

2. If the answer to question #1 is no, will the proposed operable windows (as shown in elevation 2 on sheet A-2) be allowed by DBI in this portion of the wall, without an AB-009?
3. In the portion of wall identified in question #1 above, can the existing windows, if unpermitted, be replaced in kind, with new windows that are the same size and operability and in the same location as the existing windows, without the need for an AB-009?
4. In the portion of wall identified in question #1 above, can the existing windows be replaced with new windows that are the same size and operability and in the same location as the original 1949 permitted windows, without the need for an AB-009?
5. Our proposed elevation (see elevation 2 on sheet A-2) shows new fire-rated, non-operable windows in the portion of the exterior wall adjacent to the 1225 Taylor Street property (see the portion of wall highlighted in blue on the site plan on sheet A-1 and shaded in blue on the proposed elevation 2 on sheet A-2). We believe the proposed windows in this portion of the wall would be allowed with an AB-009. Is that correct?
6. In the portion of wall identified in question #5 above, can the existing windows, if unpermitted, be replaced in kind, with new windows that are the same size and operability and in the same location as the existing windows, without the need for an AB-009?

Meeting times that would work for us include any times after 11am on either Wednesday, February 26th or Thursday, February 27th. We request the presence of a representative from the fire department at the review meeting if you agree that would be beneficial.

Thank you.

Sincerely,



Jeffrey Justice
Project Architect

(415) 537-1125 x107

jeffrey@elevationarchitects.com

Exhibit L

Permit Details Report**Report Date:** 8/9/2021 4:34:27 PM

Application Number: 201810183605
 Form Number: 8
 Address(es): 0214 / 030 / 0 1250 CLAY ST
 Description: REMODEL KITCHEN/BATH NO PARTITION DEMO REPLACE 4 WINDOWS + 1 SLIDER (NO VISIBLE FROM THE STREET) ALL WORK IN UNIT NO WORK IN COMMON AREAS. NO INCREASE TO AREA OR HEIGHT.
 Cost: \$40,000.00
 Occupancy Code: R-2
 Building Use: 24 - APARTMENTS

Disposition / Stage:

Action Date	Stage	Comments
10/18/2018	TRIAGE	
10/18/2018	FILING	
10/18/2018	FILED	
10/18/2018	APPROVED	
10/18/2018	ISSUED	

Contact Details:**Contractor Details:****Addenda Details:****Description:**

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	INTAKE	10/18/18	10/18/18			10/18/18	BROWN SHARAE	
2	BLDG	10/18/18	10/18/18			10/18/18	MCCARTHY LLAM	approved etc.
3	MECH	10/18/18	10/18/18			10/18/18	ORTEGA REYNALDO	Approved, OTC
3	SFFD	10/18/18	10/18/18			10/18/18	CHIN JEFF	No FD field insp req, No Change to egress occupancy or increase to area. JJC
4	CPB	10/18/18	10/18/18			10/18/18	LEE KIM	

This permit has been issued. For information pertaining to this permit, please call 628-652-3450.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
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Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

[Station Code Descriptions and Phone Numbers](#)

[Online Permit and Complaint Tracking home page.](#)

Technical Support for Online Services

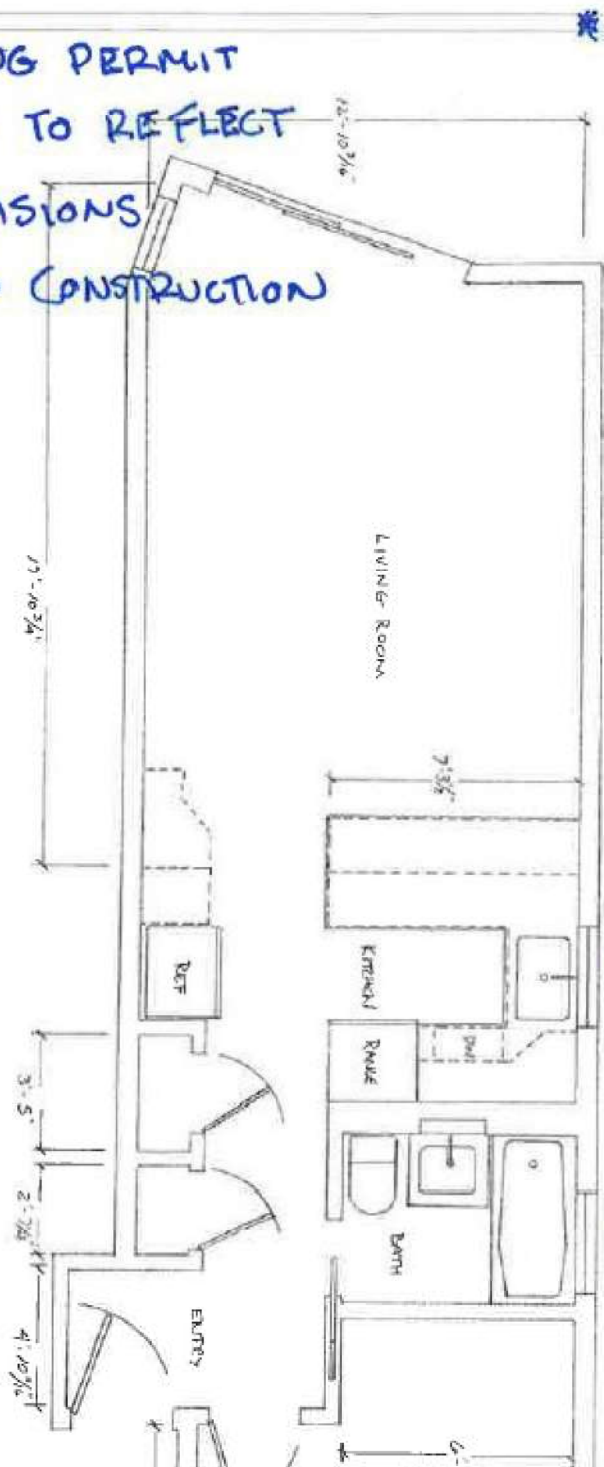
If you need help or have a question about this service, please visit our FAQ area.

Exhibit M

IN HAND BUILDING PERMIT
TO BE MODIFIED TO REFLECT
NOV. 3 PLAN REVISIONS
BY JA DESIGN AND CONSTRUCTION

* NOTES PER 12/18
HOA DISCUSSIONS -

ONLY INTERIOR REMODEL
NO EXTERIOR PENETRATIONS



NO WORK ON WINDOWS
PENDING HOA AND
ARCHITECT ADVICE
ON SIZE, LOCATION
AND STYLE AND
PENDING THE EAST
WALL RENEVATION

PUBLIC COMMENT

Longaway, Alec (BOA)

From: Carla Maupin <carlamaupin@yahoo.com>
Sent: Friday, July 30, 2021 9:00 AM
To: BoardofAppeals (PAB)
Cc: Mejia, Xiomara (BOA); Rosenberg, Julie (BOA)
Subject: Re: Appeal Nos 21-062 1250 Clay Street

Dear Alec,

Thank you very much for the documents, they were very helpful!

I don't think this project could have been messier! The wall of our 1250 building has been under construction with a blue weather barrier cover for about two years. A rogue board of director president unilaterally presented plans for a permit without the owners (three owners impacted) or Board of Directors input or sign-off. Also unilaterally contracted with an Architect without voting on a contract per our CCRs. No one on the board of directors or the homeowners was aware of the original DBI hearing, or any of the content of what was presented and landed in the current permit. Changes to the windows and side of the building were proposed without communicating with our homeowners.

During a homeowner forum a couple of months ago, Our Clay Hill Board of Directors discussed the proposal by the three owners and agreed to keep the owner desired widow location and size, but this is not reflected in the permit and I support Julia Westerling and the other owners' proposal for windows (size and location and type).

I ask the Board of Appeals to side with the owners, as the Architect with Board President are conflicted (personal relationships) and are not working collaboratively within our community nor communicating their plans. Please support the owners in this permit situation.

I also ask the Board of Appeals to move quickly on our permit for the overall reconstruction of the entire east wall of 1250 Clay Street. I'd hate to have another Surfside type accident because this building has been without a wall exterior for two winters.

Kind regards,
Carla Maupin
1230 Clay Street #103

On Friday, July 30, 2021, 08:37:17 AM PDT, BoardofAppeals (PAB) <boardofappeals@sfgov.org> wrote:

Dear Carla Maupin,

Thank you for your email. I have attached a copy the preliminary appeal filing at this address. As to the outcome, this Board reviews each appeal Individually.

Please feel free to contact me if you have any questions.

Best,
Alec Longaway
Alec Longaway
Legal Assistant, San Francisco Board of Appeals
49 South Van Ness, Suite 1475
San Francisco, CA 94103
Work PH: 1-628-652-1152
Cell: 1-415-746-0119

The Board's physical office is open to the public by appointment only. Please email boardofappeals@sfgov.org or call 628-652-1150 if you would like to meet with a staff member.

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

From: Carla M <carlamaupin@yahoo.com>

Sent: Thursday, July 29, 2021 5:44 PM

To: BoardofAppeals (PAB) <boardofappeals@sfgov.org>

Subject: Appeal Nos 21-062 1250 Clay Street

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

Greetings,

I would like more information on this appeal as I am in the same HOA and look directly at the 1250 wall.

Can you please provide me with more information? What is the purpose and potential outcome?

Thank you in advance!

Carla Maupin

1230 Clay Street, #103

SF, CA 94108

Longaway, Alec (BOA)

From: Barbara C <barbara.conwell@gmail.com>
Sent: Thursday, August 5, 2021 7:49 PM
To: BoardofAppeals (PAB)
Cc: Alvin Donaire
Subject: Appeal Nos. #21-062 1250 Clay Street

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

Dear Members of the Board:

I am a homeowner in the Clay Hill Condos and I object to Appeal Nos. #21-062 1250 Clay Street.

The project at 1250 Clay Street has been delayed for far too long. This is ridiculous. It needs to be built immediately. The blue weather protective layer (that has been applied for almost 2 years on this wall) is an eyesore when sitting on our common roof deck, and for our neighbors.

Sincerely,

Barbara Conwell
Clay Hill Owner

Longaway, Alec (BOA)

From: Debbie Tam <dbbetam@gmail.com>
Sent: Thursday, August 5, 2021 11:16 AM
To: BoardofAppeals (PAB)
Cc: BanCal Clay Hill
Subject: Appeals Nos. #21-062 1250 Clay Street

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

Commissioners:

As a homeowner of the Clay Hill Condominium, I object to Appeal Nos. #21-062 (1250 Clay Street). The 1250 Clay Street wall rebuild project has been unnecessarily delayed for too long already, it has been thoroughly vetted and should be built immediately.

I thank you for your attention.

Clay Hill Owner
Debbie Tam

Sent from my iPhone

Longaway, Alec (BOA)

From: theresa kaviani.com <theresa@kaviani.com>
Sent: Monday, August 9, 2021 1:28 PM
To: BoardofAppeals (PAB)
Cc: alvin@bancalsf.com
Subject: Appeal Nos. #21-062 1250 Clay

Follow Up Flag: Follow up
Flag Status: Completed

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

Honorable members of the Board:

I am a homeowner at 1250 Clay Street and I strongly object to Appeal Nos. #21-062 1250 Clay Street.

The continuing delay of this project is beyond unreasonable. One ABSENTEE homeowner has held the entire association hostage with objection after objection. Fifty-nine other homeowners are paying the rising construction costs for this homeowner's shenanigans, which span multiple years. Enough is enough! This project has been thoroughly vetted and should commence immediately. We can NOT allow a serious wall failure and need to immediately rebuild. I implore you, Honorable Members of the Board, to reject this nonsense and put an end to these unreasonable, everchanging demands.

Clay-Hill Owner

Longaway, Alec (BOA)

From: William Robberson <bill@oceanp3systems.com>
Sent: Monday, August 9, 2021 11:08 PM
To: BoardofAppeals (PAB)
Cc: Alvin Donaire
Subject: Appeal Nos. #21-062 1250 Clay Street

Follow Up Flag: Follow up
Flag Status: Completed

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

Commissioners:

As a Clay Hill Condominium homeowner of more than 30 years, I have been fully informed during the planning for this project and object to the Construction Permit Appeal Nos. #21-062 1250 Clay Street. This rebuild project has been consistently delayed by those who do not like the current BOD; its delay is affecting our quality of life and the wall should be rebuilt as soon as possible. Thank you,

Clay Hill Homeowner



William Robberson, P.E.
Bill@OceanP3Systems.com
www.OceanP3Systems.com
415 307-7720

Longaway, Alec (BOA)

From: cindybnca@aol.com
Sent: Tuesday, August 10, 2021 12:07 AM
To: BoardofAppeals (PAB)
Cc: alvin@bancalsf.com
Subject: Appeal Nos.#21-062 1250 Clay Street

Follow Up Flag: Follow up
Flag Status: Completed

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

Honorable Members of the Board,

I am a resident at 1260 Clay and am a long time homeowner in the Clay Hill Condo Association. (This association includes 1260, 1250, and 1230 Clay Street.)

I strongly object to Appeal Nos. #21-062 1250 Clay Street. This wall rebuild project has been delayed for an extremely long time. It needs to be done, and should be built immediately.

Cynthia Brown
Clay Hill Owner

Longaway, Alec (BOA)

From: Linda Brown <lindabrown@aol.com>
Sent: Tuesday, August 10, 2021 9:19 AM
To: BoardofAppeals (PAB)
Cc: BanCal Property Mgt.
Subject: appeal # 21-062-1250 Clay Street-Oppose

Follow Up Flag: Follow up
Flag Status: Completed

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

Dear SF-DBI Appeals Board Members:

As a former board member of the three-building, 60-unit ClayHill Condominiums* and a member since 1977, I urge you to deny this appeal.

The leak problems have existed for years. Prior board members did not have the expertise and/or will to make the necessary repairs.

With the past few elections, The ClayHill now has board members with the technical knowledge and financial acumen to properly fix the problems.

It seems from reading the SF-DBI and other reports, the work is properly permitted and doable.

With the rainy season (hopefully) approaching, this job needs to go forward.

A delay will only cost all 60 ClayHill unit owners more expenses caused by more delays.

Thank you for reading and considering my comments. Please deny this appeal.

* The Clay Hill consists of three buildings with these three street addresses and these numbers of common interest development units

1230 Clay-12 units
1250 Clay-24 units
1260 Clay-24 units

Sincerely,

Linda Brown

Sent from my iPhone
510-499-6132
Please excuse typos.

Longaway, Alec (BOA)

From: michael kaviani.com <michael@kaviani.com>
Sent: Wednesday, August 11, 2021 3:59 PM
To: BoardofAppeals (PAB)
Cc: alvin@bancalsf.com
Subject: Appeal Nos. #21-062 1250 Clay

Follow Up Flag: Follow up
Flag Status: Flagged

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Honorable members of the Board:

I am a homeowner at 1250 Clay Street and I strongly object to Appeal Nos. #21-062 1250 Clay Street.

I object to the repeated delays of this project, by an unreasonable and selfish owner, through her changing demands and filing of this appeal. Concessions have been made to this absentee homeowner and she continues to demand more. Please put an end to this once and for all. The HOA exhausted and needs to move this project forward. Costs keep rising and the wall is compromised and needs to be rebuilt. Honorable Members of the Board, please reject this appeal and put an end to these unreasonable, everchanging demands.

Sincerely,

A Clay-Hill Owner