



City & County of San Francisco  
**BOARD OF APPEALS**  
**REHEARING REQUEST**

Date Filed:

**BOARD OF APPEALS**

**JUL 29 2013**

**APPEAL # 13-062**

**FILE**

*RR*

*Shamus Naughten*  
*- Dolmen Property Group LLC*

(Name of Requestor)

*Permit Holder*

(Indicate Standing: Appellant, Project Sponsor, DR Req. or Dept.)

seeks a rehearing of the aforementioned appeal which was decided on *7/17/13*.

This request for rehearing will be considered by the Board of Appeals on Wednesday, *8/14/13* at 5:00 p.m. in City Hall, Room 416, One Dr. Carlton B. Goodlett Place.

Pursuant to Article V, § 9 of the Board Rules, the **response** to the written request for rehearing must be submitted by the opposing party and/or Department no later than **10 days from the date of filing, on or before** *8/8/13* and must not exceed 6 pages in length, with unlimited exhibits. An original and 10 copies shall be submitted to the Board office with additional copies delivered to the opposing parties on the same day.

You or your representative **MUST** be present at the hearing. It is the general practice of the Board that only up to three minutes of testimony from each side will be allowed. Except in extraordinary cases, and to prevent manifest injustice, the Board may grant a Rehearing Request only upon a showing that new or different material facts or circumstances have arisen, where such facts or circumstances, if known at the time, could have affected the outcome of the original hearing.

Based on the evidence submitted and upon the testimony, the Board will make a decision to either grant or deny your request. Four votes are necessary to grant a rehearing. If your request is denied, a rehearing will not be scheduled and the decision of the Board is final. If your request is granted, a rehearing will be scheduled, and the original decision of the Board will be set aside, and after the rehearing, a second decision will be made. Only one request for rehearing and one rehearing are permitted under the Board's rules.

Please Print: *Daniel Frattin*  
 Name: *C/O. Reuben, Junius + Rose*  
 Address: *one Bush Street, suite 1600*  
 Phone: *415.567.9000*  
 Email: *dfrattin@reubenlaw.com*

*[Signature]*  
 Signature of Requestor or Agent

# REUBEN, JUNIUS & ROSE, LLP

July 29, 2013

**FILE**

**By Messenger**

Mr. Victor Pacheco  
San Francisco Board of Appeals  
1650 Mission Street, #304  
San Francisco, CA 94103

**BOARD OF APPEALS**

**JUL 29 2013**

**APPEAL # 13-062**

*RR*

**Re: 70 Crestline Drive – Appeal #13-062  
TPENA vs. DBI, PDA  
BPA# 2009.08.25.5545-S**

Dear Mr. Pacheco:

At Ms. McIntosh's request, please find enclosed eleven copies of plans for Site Permit Number 1293686 in addition to the Request for Rehearing to the San Francisco Board of Appeals, in the above-referenced matter.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,

REUBEN, JUNIUS & ROSE, LLP



Gillian Allen  
Assistant for Ms. Kenda H. McIntosh

Enclosures

cc: Kenda H. McIntosh, Esq.

James A. Reuben | Andrew J. Junius | Kevin H. Rose | Daniel A. Frattin  
Sheryl Reuben<sup>1</sup> | David Silverman | Thomas Tunny | Jay F. Drake | John Kevlin  
Lindsay M. Petrone | Melinda A. Sarjapur | Kenda H. McIntosh | Jared Eigerman<sup>2,3</sup> | John McInerney III<sup>2</sup>

1. Also admitted in New York 2. Of Counsel 3. Also admitted in Massachusetts

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**Permit Holder- Giampaolo Boschetti - owner of 70 Crestline Drive- Brief to  
the San Francisco Board of Appeals**

**70 Crestline Drive – Appeal #13-062**

**TPENA vs. DBI, PDA**

Permit Holder Request for Rehearing of Appeal of Building Permit #1293686

BPA # 2009.08.25.5545-S

Request Submitted July 29, 2013

**FILE**

**BOARD OF APPEALS**

JUL 29 2013

**APPEAL #** 13-062 RR

We request a rehearing of Appeal No. 13-062, which denied a permit for a wholly code-compliant, four-unit residential building at 70 Crestline Drive (the "Property") and established a de facto open space and view easement over one-third of the applicant's Property. We respectfully urge the Board to reopen the matter, because:

1. The Board did not consider material facts that, if known at the time, could have affected the outcome of the original hearing. Specifically, the Board gave great weight to the assertion that the undeveloped portion of Mr. Boschetti's lot—along with the undeveloped areas of 13 other private lots in the Vista Francisco Development—was intended to be preserved as open space. The 24 pages of protective covenants recorded for the Vista Francisco Subdivision show that the developer did not intend to create a covenant for open space on private lots. These covenants were not available for review by the Board at the original hearing and would have impacted its final decision.
2. The Board did not receive adequate information about the Project's compliance with applicable law. Planning Department and Building Department staff were unable to clearly advise the Board regarding (a) the proper sequence of the building permit and subdivision map approvals for the Project, or (b) whether disapproval of the subdivision application would materially impair the Project's compliance with applicable codes. Before the City denies a Project that has been under review since 2009 at a total cost of approximately \$285,000, the Board should at the very least ensure that it has received clear and concise guidance regarding the legality of the Project.
3. Instead, the Planning Department materially misrepresented the Project's compliance with density regulations, creating the impression that the lot split was essential to compliance with density regulations. In the memorandum that served as the basis of the Board's denial, the

Planning Department stated, “within Vista Francisco, the subject lot and almost every other lot have already been developed with a maximum density permitted by the RM-1 Zoning District. The Project...proposes to subdivide the lot in order to add four additional units.” (Excerpt from memorandum is attached as **Exhibit A**) In fact, the Property is not built to the maximum density and the Project complies with the density limit regardless of the subdivision.(A description of basic density controls for the Property is attached as **Exhibit B**, and relevant Planning Code Section 209.1 is attached as **Exhibit C**)

4. A rehearing is necessary to prevent manifest injustice. The Board’s decision at the original hearing<sup>1</sup> extended far beyond the permit itself and effectively established an open space and view easement over one-third of the Boschetti Property, and no fewer than thirteen other properties in the Vista Francisco Subdivision.<sup>2</sup> This amounts to a regulatory taking of property, in violation of the substantive and procedural due process rights of Mr. Boschetti and the other affected property owners.

**A. The Covenants for the subdivision demonstrate that Mr. Boschetti is not required to maintain one-third of the Property as open space in perpetuity.**

At the original hearing, the TPENA asserted—and the Board agreed—that there was no evidence in the public record that the undeveloped space on Mr. Boschetti’s property was meant as open space for the benefit of the Subdivision. It is true that there is no such evidence. In fact, there is evidence affirmatively proving that no restriction or covenant for the preservation of open space has ever existed on the Property.

In 1963, the developer of the Vista Francisco Subdivision No. 1 recorded protective covenants (the “Covenants”) affecting all of the lots in the Subdivision, including Mr.

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<sup>1</sup> All references to the “original hearing” are to the July 17, 2013 hearing of appeal no. 13-062.

<sup>2</sup> All references to the “Subdivision” are to the Vista Francisco Subdivision.

Boschetti's Property. The 24 page document outlines detailed restrictions on the use of individual lots, the structures erected, the vehicles and pets permitted, and maintenance of structures, lots, and easements. There are also descriptions of several easements over a number of private lots in the Subdivision. However, there is no reference to any easement or other restriction effectively requiring one-third of the Property to remain undeveloped. (The 1963 Covenants are attached as **Exhibit D**)

From the Covenants, it is clear that (a) there are required Planting Areas in the Vista Francisco development and (b) those areas do not include the Property. No covenant was recorded, or appears on the deed to the Property. In fact, several easements over the property do appear on the deed; however none of these are for the preservation of open space on the lot. (The deed to the Property is attached as **Exhibit E**).

That is not to say that there is no reference to required "Planting Areas." There are. It is clear that these areas are located on commonly held property that was to be maintained by the homeowners' association. (See **Exhibit D** – Section VI (1)(b).)

Under California law, restrictions on land are strictly construed, with any issue regarding the interpretation of an instrument being resolved in favor of the free use of property.<sup>3</sup> And in similar spirit, basic contracting principles dictate that that when there is an identified document delineating specific covenants and restrictions on the use of property, any agreement not included in the identified document is wholly immaterial in the absence of a redrafting of the contract.<sup>4</sup> The attached Covenants were recorded twice, once in August of 1963, and then an identical copy of the covenants was recorded again in September of 1963. The developer could

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<sup>3</sup> *Heinly v. Lolli*, 2 Cal.App.3d 904, 911(1964)

<sup>4</sup> *Werner v. Graham*, 181 Cal 174, 185(1919)

have redrafted the covenants before re-recording in September of 1963 if it had intended covenants for open space to be included. But the fact that the developer recorded identical covenants on two separate occasions indicates that the restrictions contained in the attached exhibits truly are the only restrictions intended to run with the land in the Subdivision.

**B. Extraordinary Circumstances Causing Manifest Injustice: The Board's decision in the original hearing is a regulatory taking in violation of the due process rights of the affected property owners.**

Under California law, covenants burdening land must be recorded in the office of the recorder in the county where the land is located.<sup>5</sup> It was established at the original hearing that no such covenant dedicating public open space on private land was ever recorded for the Property or any other lot in the Subdivision. (California Civil Code Section 1468, governing the creation of covenants burdening land is attached as **Exhibit F**)

The takings clause of the Fifth Amendment of the United States Constitution, states in part that private land shall not “be taken for public use, without just compensation.”<sup>6</sup> A regulation or decision by a government body that deprives a property owner of the beneficial use of a portion of his or her property is a regulatory taking under the Fifth Amendment.<sup>7</sup> Cities must provide procedural due process before depriving a person of a significant property or liberty interest.<sup>8</sup> Due process principles require “reasonable notice and an opportunity to be heard before governmental deprivation of a significant property interest”, particularly in adjudicative

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<sup>5</sup> Cal.Civ.Code §1468

<sup>6</sup> US.Const.Amend.V

<sup>7</sup> *Pennsylvania Coal v. Mahon*, 260 U.S. 393, 416 (1922)

<sup>8</sup> *Horn v. County of Ventura*, 24 Cal.3d 605, 612 (1979)

decisions.<sup>9</sup> Prior notice of a potentially adverse decision must at a minimum be reasonably calculated to afford property owners the realistic opportunity to protect their interests.<sup>10</sup>

In its decision to deny Mr. Boschetti's building permit, the Board stated it was doing so in order to avoid "an inappropriate precedent or expectation for a similar infill projects elsewhere in the Vista San Francisco Development." The only notice provided to surrounding property owners was specifically for the intended project at 70 Crestline Drive. But the Board's decision was openly intended to affect the ability of no fewer than 13 other property owners in the Subdivision, to improve their lots with code-compliant buildings. This decision effectively created an unnoticed, unrecorded restriction on fourteen lots in the Subdivision. This action did not afford the current owners the opportunity to protect their interests as required by law, and provides no record notice to allow subsequent purchasers to make an informed decision in purchasing the affected lots. Doing so without providing due process to all persons affected is a direct violation of the takings clause of the Fifth Amendment.

## CONCLUSION

The Planning Commission approved the four unit residential project at 70 Crestline Drive because it is a well designed, code-compliant project. Although Mr. Boschetti is pursuing a subdivision of the lot, the proposed project is fully code-compliant even without the subdivision. The Planning Department provided misleading information regarding the legality of this project, information the Board relied on in making its decision to revoke Mr. Boschetti's building permit. The Board also made this decision without having access to the protective Covenants recorded for the Subdivision in 1963. Taking into account prevailing jurisprudence governing contract

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<sup>9</sup> Id. At 617

<sup>10</sup> Id.



formation and the creation of burdens on land, knowledge of these Covenants would have impacted the Board's decision in the original hearing.

The Board's decision has created a manifest injustice for Mr. Boschetti and the owners of 13 other lots in the Subdivision, a decision that has serious legal implications that far outweigh the desire of the TPENA to prevent additional development in the neighborhood. Mr. Boschetti therefore requests that the Board grant a rehearing of appeal no. 13-062 in light of this new information.

July 29, 2013

X ~~KMSA~~  
Kenda H. McIntosh  
Agent for Permit Holder

## **Exhibit List**

- |                  |   |
|------------------|---|
| <b>Exhibit A</b> | <b>Excerpt from Planning Department Staff Initiated Discretionary Review – Page 3</b>   |
| <b>Exhibit B</b> | <b>Description of Density Limits for 70 Crestline Drive</b>   |
| <b>Exhibit C</b> | <b>Planning Code Section 209.1</b>  |
| <b>Exhibit D</b> | <b>Two sets of Protective Covenants for Vista Francisco Subdivision No. 1 – Recorded August 9, 1963, and Re-recorded September 12, 1963</b> |
| <b>Exhibit E</b> | <b>Grant deed to Giampolo Boschetti for 70 Crestline Drive</b>  |
| <b>Exhibit F</b> | <b>California Civil Code Section 1468</b>   |

# **EXHIBIT A**

The Department additionally received nine letters from residents currently living in the Subject Building, who were all opposed to the project.

### STAFF INITATED DISCRETIONARY REVIEW CONCERNS AND PROPOSED ALTERNATIVES

**Issue #1:** The Department is concerned that the project will be inconsistent with the purposes and the Priority General Plan Findings under the Planning Code in that it will not preserve and protect the character and stability of the Vista Francisco Development, it will not be an orderly and beneficial in-fill project in the Vista Francisco Development, and it will not prevent overcrowding the land and undue congestion of population in the Vista Francisco Development.

**Issue #2:** The Department is concerned that the project will result in an adverse impact on the integrity of the original Vista Francisco Development. The project, if approved, will result in an inappropriate precedent or expectation for a similar in-fill project elsewhere in the Vista Francisco Development.

The Department has no proposed alternatives available that could address the above concerns.

### PROJECT SPONSOR'S RESPONSE

Please read the Project Sponsor's submittal.

### PROJECT ANALYSIS

The Vista Francisco Development contains a significant number of dense, residential buildings. A unique neighborhood character involves a number of lots that were developed with a residential building occupying a portion of the lot and the remainder of the lot maintained as open space. For instance, a number of units in the Subject Building, occupying only a portion of the lot, were designed with north facing windows overlooking the open space, the remainder of the lot. Proposing a five-story building to entirely occupy this open space and be within close proximity to those north facing windows will substantially obstruct air and light to these units. It would also eliminate a significant design amenity of the original Vista Francisco Development.

During a site visit by staff, it was identified that five other lots on the subject block and a number of lots on the adjacent blocks were developed in a way similar to the subject lot as described above. The open space on each lot functions as a density buffer between two multi-unit buildings and allows adequate air, light and privacy protection to some existing units in the residential building. It is not meant for the purpose of future in-fill housing. The circumstances surrounding the subject property and in this neighborhood do not appear to have changed since a similar proposal was submitted in 1998 and subsequently relinquished by the same subject property owner. The project, if approved, will result in an inappropriate precedent or expectation for a similar in-fill project elsewhere in the Vista Francisco Development.

Secondly, within the Vista Francisco Development, the subject lot and almost every other lot have already been developed with a maximum dwelling density permitted by the RM-1 Zoning District. The project, which proposes to subdivide the lot in order to add four additional units on the Project Site, will not be

← This is a material misrepresentation of the conditions on the lot. The lot is not developed to maximum density as demonstrated by Exhibits B & C.

# EXHIBIT B

## DENSITY CONTROLS AT 70 CRESTLINE DRIVE

70 Crestline Drive is a 17,716 square foot lot improved with a 14-unit residential development. The Property is located in an RM-1 - low density mixed residential neighborhood. RM-1 districts consist primarily of residential developments of mixed size, with apartment buildings being a defining feature of the district. Under Planning Code Section 209.1, dwelling units are permitted in RM-1 districts at a maximum density of one unit for every 800 square feet of lot space. This means the maximum number of units permitted at the Property under the Planning Code is approximately 22. **Whether evaluated as two buildings on a single lot or as two buildings each on a separate lot, the Project complies with the density limit.**

With 17,716 square feet of lot space, and 14 dwelling units, the Property currently has a density of one unit for every 1,265 square feet of lot space, which is a little over half the permitted density for the district.

With the addition of the four proposed dwelling units, the Property would have a density of approximately one unit for every 984 square feet of lot space. This is well below the maximum density permitted at the Property, which would allow for up to eight additional units.

The proposed subdivision would create two separate lots. One 11,399 square foot lot, containing the existing 14 unit structure, and one 5,778 square foot lot containing the proposed four unit development. The subdivided lot would be subject to the same density controls as all other lots in the RM-1 district. This means that after the subdivision the maximum number of dwelling units permitted on the new lot would be six.

# EXHIBIT C

Print

San Francisco Planning Code

**SEC. 209.1. DWELLINGS.**

| RH-1 (D) | RH-1 | RH-1 (S) | RH-2 | RH-3 | RM-1 | RM-2 | RM-3 | RM-4 | RTO | RTO-M | RC-1 | RC-2 | RC-3 | RC-4 |  |
|----------|------|----------|------|------|------|------|------|------|-----|-------|------|------|------|------|--|
|          |      |          |      |      |      |      |      |      |     |       |      |      |      |      | <b>SEC. 209.1. DWELLINGS.</b>  |
| P        | NA   | NA       | NA   | NA   | NA   | NA   | NA   | NA   | NA  | NA    | NA   | NA   | NA   | NA   | (a) One-family dwelling having side yards as required by Section 133 of this Code.   |
|          | P    | P        | P    | P    | P    | P    | P    | P    | P   | P     | P    | P    | P    | P    | (b) Other one-family dwelling.   |
|          |      | P        | NA   | NA   | NA   | NA   | NA   | NA   | NA  | NA    | NA   | NA   | NA   | NA   | (c) Two-family dwelling with the second dwelling unit limited to 600 square feet of net floor area.  |
|          |      |          | P    | P    | P    | P    | P    | P    | P   | P     | P    | P    | P    | P    | (d) Other two-family dwelling.   |
|          |      |          |      | P    | P    | P    | P    | P    | P   | P     | P    | P    | P    | P    | (e) Three-family dwelling.   |
|          | C    | C        | NA   | NA   | NA   | NA   | NA   | NA   | NA  | NA    | NA   | NA   | NA   | NA   | (f) Dwelling at a density ratio up to one dwelling unit for each 3,000 square feet of lot area, but no more than three dwelling units per lot, if authorized as a conditional use by the City Planning Commission. |
|          |      |          | C    | NA   | NA   | NA   | NA   | NA   | NA  | NA    | NA   | NA   | NA   | NA   | (g) Dwelling at a density ratio up to one dwelling unit for each 1,500 square feet of lot area, if authorized as a conditional use by the City Planning Commission.  |
|          |      |          |      | C    | NA   | NA   | NA   | NA   | NA  | NA    | NA   | NA   | NA   | NA   | (h) Dwelling at a density ratio up to one dwelling unit for each 1,000 square feet of lot area, if authorized as a conditional use by the City Planning Commission.  |
|          |      |          |      |      | P    | NA   | NA   | NA   | NA  | NA    | P    | NA   | NA   | NA   | (i) Dwelling at a density ratio not exceeding one dwelling unit for each 800 square feet of lot area.  |
|          |      |          |      |      |      | P    | NA   | NA   | P   | P     |      | P    | NA   | NA   | (j) Dwelling at a density ratio not exceeding one dwelling unit for each 600 square feet of lot area.  |



# EXHIBIT D

Recorded August 9, 1963

PROTECTIVE COVENANTS

Covenants, conditions, restrictions, liens and charges affecting the real property of the CASITAS INVESTMENT COMPANY.

THIS DECLARATION made this 5th day of August, 1963 by the CASITAS INVESTMENT COMPANY, hereinafter called the Declarant.

WITNESSETH:

Whereas, Declarant is the owner of the real property described in Article I of this declaration and is desirous of subjecting the real property described in Article I to the covenants, conditions, restrictions, liens and charges hereinafter setforth, and each and all of which is and are for the mutual benefit of said property, and each and every lot and for each owner thereof and shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof;

That full power and authority to enforce each and all of said protective provisions, covenants, conditions, restrictions, liens and charges, shall be vested in the Vista Francisco Association (hereinafter called the "Association"), organized as a non-profit corporation under the laws of the State of California for the purpose of enforcing any or all restrictions, contained in this Declaration or any other Declaration hereafter executed by Declarant, upon or against said property or any other property located in or neighboring upon said VISTA FRANCISCO, SUBDIVISION NO. 1, in said county of San Francisco, California.

NOW, THEREFORE, CASITAS INVESTMENT COMPANY hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, liens and charges as follows, to-wit:

1.

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ARTICLE IPROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this declaration is situated in the City and County of San Francisco, State of California, and is more particularly described as follows:

- (a) Lots 1 to 5 inclusive in Block 2844, Lots 1 to 16 inclusive in Block 2845, and Lots 1 to 15 in Block 2846 as shown on that certain map entitled "VISTA FRANCISCO, SUB-DIVISION NO. 1, San Francisco, California," filed in the office of the Recorder of the City and County of San Francisco on December 28, 1962, in Book "T" of Maps at pages 104 and 105, which real property is sometimes hereinafter referred to as "said property."

ARTICLE IIDefinitions

Certain terms as used in this declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

1. Declaration: This declaration as the same may be amended, changed or modified from time to time.
2. Association: The VISTA FRANCISCO Association, a non-profit corporation organized under the laws of California, and the successors to its rights and powers hereunder.
3. Owner, Record Owner, and Owner of Record Title: The owner of legal title as shown by the records of the Recorder of the City and County of San Francisco, and also the owner of equitable title as shown by such records if legal and equitable title are held of record by different owners; provided, however, that a mortgagee, trustee and a beneficiary under a trust deed held as security and/or a lessee shall not be deemed an owner, record owner or owner of record title unless expressly provided to the contrary, and in the case of a sale

13786 AUC 963

If, as and when Declarant shall desire to improve, hold, lease or sell all or any part of said adjoining real property in accordance with the general scheme or plan set forth in this Declaration or one similar thereto, then and in that event Declarant shall have the right, but shall be under no duty,

1. to subject said additional real property or any part thereof to the restrictions contained herein, with such modifications or alterations therefor or additions thereto, as the circumstances may require, either by recording appropriate supplements hereto which shall be successively designated "Supplement 'A'," "Supplement 'B'," etc., or by recording one or more separate Declarations of Restrictions; and,
2. To confer upon the Association the power and authority to enforce all or any part of such restrictions upon or against all or any part of said additional real property.

#### ARTICLE V

#### GENERAL RESTRICTIONS

1. Said property shall be used only for residential purposes, and no part thereof shall be used, or allowed, or authorized in anyway directly or indirectly for any commercial, civic, manufacturing, mercantile, vending or other non-residential purposes.
2. No noxious or offensive trade or activity shall be carried on upon any lot, parcel, or portion thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No trailer, basement, shack, garage, barn or other temporary structure or outbuilding shall be erected, maintained or stored on the subject property or any subdivision thereof covered by this Declaration, or used for human habitation either temporarily or permanently. Provided, however, that Declarant, its successors or assigns, shall have the right to erect and maintain temporary office buildings or temporary tool sheds<sup>or</sup> other temporary structures for the general development, improvement lease and/or sale of said property.

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3.

under a contract of sale the purchaser and not the seller thereunder shall be deemed to be the legal owner while such contract is in effect if such contract has been recorded.

4. Articles of Incorporation, and By-Laws: Articles of incorporation or by-laws, as the case may be, of the Association as the same may be amended from time to time.

5. Approvals and Consents: Approval, consent, authorization or permission shall mean an approval, consent, authorization or permission in writing.

6. Person: An individual person, a copartnership, an association and/or a corporation as the context requires.

7. Singular and Plural, Masculine and Feminine: The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter when the context so requires.

ARTICLE III

GENERAL PURPOSES OF CONDITIONS

The real property described in Article I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to protect the owners of the lots, parcels or portions thereof against such improper use of surrounding lots, parcels, or portions thereof as will depreciate the value of their property; to obtain harmonious color schemes; to insure the highest and best development of said property; and in general to provide adequately to enhance the values of investments made by purchasers of the lots, parcels, or portions thereof.

ARTICLE IV

ADDITIONAL PROPERTY WHICH MAY BECOME SUBJECT TO THE JURISDICTION OF DECLARANT OR THE ASSOCIATION

Declarant owns certain real property, and Declarant may acquire other real property, adjoining the property described in Article I hereof.

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5.

4. Vehicles or any kind or character whatsoever shall not be parked within the boundaries of the easements described in Article X. No materials of any kind or character other than materials necessary for the pavement, curbs, gutters, lights, signs and other improvements made by declarant and/or the Association shall be placed or caused to be placed within or upon the boundaries of said easements. Every vehicle, and any material or object of any kind or character whatsoever, parked or placed within, on or over said easements, or obstructing the free passage of vehicles in any way, will be deemed a trespass of said easements. Said trespasser or trespassers by such action waives any right of notice and said vehicle, material or object shall be subject to immediate removal, and the owner of said trespassing vehicle, material or object shall pay for the expenses incident to the removal thereof.

5. No fence, wall, hedge, tree or shrub shall be erected, maintained, planted, grown or permitted to grow if such fence, wall, hedge, tree or shrub will unreasonably obstruct or impair the sunlight or the view from any other lot or lots, or any building or buildings which shall have been or may thereafter be erected thereon unless specifically otherwise permitted by written approval of the Association.

6. No sign or other advertising device of any character shall be erected or maintained, or displayed to public view on any lot other than one professional sign not larger than eighteen by twenty-four inches, advertising the property for sale or for rent, except that a sign or signs of greater size may be specifically permitted by written approval of the Association.

7. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property so as to render said portion unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof.

13786 AWC 963

8. No building or structure upon any lot, parcel, or portion thereof covered by this declaration shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted.

9. No animals, poultry, birds or reptiles of any kind, either in the singular or plural number shall be raised, bred or kept on any lot, parcel or portion thereof.

10. No buildings, fences, extensions thereof, walls or other structure additions or changes shall be erected, constructed, altered, made, maintained or placed upon any lot, parcel or portion thereof covered by this Declaration, including erection of antennas, and changes of exterior color schemes, until the plans and specifications of same shall have been submitted to and approved as to conformity and harmony of design and as not interfering with the reasonable enjoyment of any other lot, parcel or portion thereof by written approval of the Association.

11. No obstruction, diversion, bridging or confining of existing channels through which water in time of storms naturally flows upon, under and/or across any portion of said property shall be made by any person in such a manner as to cause damage to any other portion of said property, provided that any existing channel may be diverted, bridged or reconstructed or a new channel constructed, if the said Association shall determine that said new channel so diverted, bridged or reconstructed channel is adequate to carry the amount of storm and other water liable to flow therein, and shall approve the same; provided, further, that the right is expressly reserved to Casitas Investment Company as an incident to the development of the entire property, including the construction of streets, gutters, ditches and otherwise, to cause reasonable increases or decreases in the amount of water which would in a state of nature flow into and through any such natural storm water channels.

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12. Upon failure of the Association, or its designated representative to approve or disapprove such fence, wall, hedge, tree, shrub, sign, plans, drainage specifications or other item as provided for in Article V within thirty (30) days after receipt of a proper presentation, approval of such fence, wall, hedge, tree, shrub, sign, plans and specifications shall be deemed to have been made.

13. The Association, nor any member thereof, shall be in any way responsible or liable for any loss or damage for any error or defect which may or may not be shown on any plan and specification, or in any building or structure or work done in accordance with such plan and specification, or in connection with any other matter whether or not the same has been approved by said Association and/or any member thereof.

#### ARTICLE VI

#### VISTA FRANCISCO ASSOCIATION PURPOSES, MEMBERSHIPS AND MAINTENANCE CHARGES

##### 1. Purposes of Association.

Vista Francisco Association, a nonprofit association organized under the laws of the State of California, shall have the right and power (together with its general powers as a nonprofit corporation and in addition to any other powers granted it in this declaration and subject to the other provisions of this declaration and any limitations imposed thereby), to do and perform each and every of the following for the benefit, maintenance and improvement of the property covered by this declaration, and any other property at any time under the jurisdiction of the Association if so provided in the restrictions and conditions covering the same, and for the benefit of the owners thereof, to-wit:

(a) To sweep, clean and sprinkle the private paved easements as described in Article X within said property, to collect and dispose of street sweepings, garbage, rubbish, and the like from said easements, to maintain and keep in repair said easements, including pavement, curbs, gutters,

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lighting, signs and any other improvement or material a part of or necessary for the use and enjoyment of said easements, and to remove every vehicle or other object from said easement in accordance with the provisions of Section 4 of Article V of this Declaration.

(b) To care for, weed, fertilize, water, cultivate and to do any other act necessary to maintain in good order the plantings in the "General Planting Areas" so designated and delineated on the Map of Vista Francisco, Subdivision No. 1, attached hereto and made a part of the Declaration. Provided, however, that the Association shall have the authority to enlarge, delete, re-define, amend or modify said "General Planting Areas" as delineated on said map, as made necessary and desirable by conditions subsequent.

(c) To remove, clean up and/or burn grass and weeds and to remove any unsightly or obnoxious things from any lot, parcel or portion thereof under its jurisdiction and to take such action with reference to such lots, parcels or portions thereof as may be necessary or desirable to keep the property neat and in good order; and to make and collect additional charges therefor as provided.

(d) To enter into agreements, contracts and arrangements with any owner of a lot, parcel, or portion thereof under the jurisdiction of the Association for construction or repair work, planting or replanting, care, cleaning, protecting, maintaining or the rendering of special services generally in connection with such lot, parcel, or portion thereof and/or the improvements thereon; provided the foregoing shall be paid for directly by such owner and shall not be paid from funds derived from either the general or special charges and/or assessments provided for.

(e) To enter into, make, perform and carry out contracts of every kind for any lawful purpose, consistent with its status as a nonprofit corporation, with any person, firm, association, corporation, municipality, county, state, or other governmental subdivision.

(f) To exercise such powers of enforcement, control, interpretation, modification and cancellation of covenants, conditions, reservations, restrictions, liens and/or charges imposed upon any property over which

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the Association has jurisdiction which now are or hereafter may be delegated to, or assigned to the Association, and to pay all expenses incidental thereto; to commence and maintain in its own name, on behalf of itself and/or any person owning any lot, parcel, or portion thereof subject to its jurisdiction or in the name of and on behalf and as the agent of any owner of any such lot, parcel, or portion thereof, actions and suits to restrain and enjoin the breach or threatened breach of any restriction, condition or covenant and/or to enforce each and every restriction, condition, covenant, reservation, lien or charge affecting property subject to the jurisdiction of the Association, and to pay the expenses therefor.

(g) To establish, maintain and operate such departments, boards and committees as may be provided for in the by-laws of the Association, with such powers and authority as said by-laws may provide, and to make funds of the Association available for the use of such departments, boards and committees; to employ a manager, secretaries, engineers, auditors, legal counsel, technical consultants or any other employees or assistants provided for by the by-laws of the Association or authorized by its board of directors; to pay all expenses necessary or incidental to the conduct and carrying on of the business of the Association; to keep records of all matters pertaining to the operation of the business or affairs of the Association; and to issue certified copies of its records and documents and to make and collect a charge therefor.

(h) Generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do in operating for the benefit of its members and without profit to said corporation except as expressly limited in this declaration; and to do any and all lawful things which may be authorized or permitted to be done by the Association under or by virtue of this declaration or any restrictions, conditions, covenants,

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liens and/or charges or laws at any time affecting property subject to the jurisdiction of the Association and to do and perform any and all acts which may be necessary for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the owners of any property subject to the jurisdiction of the Association.

(i) Provided that, all of the foregoing powers of the Association and all powers and authority granted the Association in this declaration shall be subject and subordinate to the provisions of Article V of this Declaration and other authority granted the said CASITAS INVESTMENT COMPANY under this Declaration.

## 2. MEMBERSHIP IN ASSOCIATION.

1. The owner of each lot to which these covenants apply shall automatically become a member of the Association and be entitled to participate in the operation of the Association in accordance with Articles of Incorporation and/or the By-Laws of said Association filed herewith, provided, however, that:

(a) Not more than one membership shall be issued, based upon the ownership of each lot, regardless of any difference in ownership of legal title and the ownership of equitable title thereto;

(b) When a lot is owned of record in joint tenancy, tenancy in common, co-operative, condominium or otherwise, the membership as to such lot shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised by the joint action of all owners of record of such lot.

(c) The ownership of title or any interest therein, either legal or equitable, held as security for the payment of money or the performance of any other obligations, shall not be the basis for membership in the Association.

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(d) A purchaser and not the seller under a contract of sale covering a lot subject to the jurisdiction of the Association (the ownership of which would qualify one for membership), shall be entitled to a membership by reason of such ownership so long as such contract is in effect if said contract has been recorded.

(e) In all other respects the articles of incorporation and/or by-laws of the Association shall control as to whether the legal or equitable owner of any such lot shall be entitled to membership in the Association and as to all other qualifications for membership.

### 3. MAINTENANCE AND IMPROVEMENT CHARGES

(a) All of said property covered by this Declaration shall be subject to a continuous maintenance lien securing payment of an annual charge or assessment to be fixed, established and collected from time to time as herein provided. The Association shall have the sole authority to fix and establish annually the amount of such annual charge or assessment (together with the penalties and costs of collection thereon) which charge shall be based on the assessed valuation of each respective lot and the improvements thereon as established by the Assessor of the City and County of San Francisco, or any successor authority, for the then current fiscal year, or for the last fiscal year for which such assessed valuation is then available. All such annual charges and assessments shall be made at a rate fixed by the Board of Directors of the Association based upon a uniform percentage of the respective assessed valuations. Such charge, or assessment, shall be paid annually in advance to the Association on the first day of January in each and every year on which date such charge or assessment shall become a lien upon the land and improvements thereon until fully paid. The purchasers of the property covered by this Declaration by the acceptance of the deeds, therefore, whether from the Declarant or subsequent owners

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of such property, or by the signing of contracts or agreements to purchase same, shall become personally obligated to pay such charges and/or assessments and shall vest in the Association, or its assigns, the right and power to bring all action for the collection of such charges and/or assessments and the enforcement of such lien.

(b) Each portion of the property covered by this declaration and the improvements thereon subject to the maintenance and improvement charges or assessments provided for in subsection (a) of this Section 3 shall also be subject to a continuous additional maintenance lien securing payment of the special clean-up charges provided for in Subsection (c) in Section 1 of this Article VI, and the Association shall have full authority to do such clean-up work and to levy charges and assessments therefor as to each or any of the lots covered by this declaration, and to affix and establish annually the amount of such charge and assessment, if any, including penalties and costs, necessary or advisable to do said work on any such lot, parcel, or portion thereof; provided that said charge and assessment shall only be made when the cost of the work done on any such lot, parcel, or portion thereof is greater than the ordinary proportionate amount of the funds which are available for such purpose from the general annual maintenance charge; provided further, that the charges and assessments so collected from the owner of any such lot shall be expended solely for cleaning up and keeping in good order such lot, parcel, or portion thereof.

(c) The Association shall have sole authority to collect and enforce the collection of all charges and/or assessments provided for or referred to in subsections (a), and (b) of this Section 3, or otherwise provided for in this Declaration, together with costs, penalties and interest imposed for the non-payment thereof (costs provided for in this section to include reasonable attorneys' fees), and to expend all moneys collected from such charges, assessments, costs, penalties and/or interest for the payment of expenses and costs in carrying out the rights and powers of the Association as specified in this Declaration and/or in the articles of incorporation and/or by-laws

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of the Association, subject to any express limitations contained in this Declaration as to special charges and/or assessments, or otherwise.

(d) Each and every of the charges and/or assessments provided for or referred to in said subsections (a), and/or (b) of this Section 3 and/or otherwise provided for in this Declaration, shall be fixed on or about the first of December, 1963, for the calendar year beginning January 1, 1964, and annually thereafter on or about the first of December of each year for each succeeding fiscal year (which shall run from January 1 to December 31 both inclusive), and each such charge and/or assessment shall be paid annually in advance to the Association (or otherwise than in advance as to clean-up charges, if so determined by the Board of Directors of the Association) on or before the first of January in each and every year beginning in January 1964, on which date each such charge and/or assessment shall become enforceable against the lot, parcel, or portion thereof, and the improvements thereon (if any) against which the same have been assessed, and shall so continue until said charge and/or assessment, together with all costs, penalties and interest provided for, have been paid.

(e) At any time within one hundred and twenty days after any such general and/or special and/or cleanup charge or assessment against any lot or parcel has become delinquent, the Association may record a notice of delinquent charges and/or assessments as to such lot or parcel, which notice shall state therein the amount of such delinquency, and the interest, costs and penalties which have accrued thereon, a description of the lot or parcel against which the same has been assessed, and the name of the record or reputed owner thereof, and such notice shall be signed by the Secretary or an Assistant Secretary of the Association; provided that upon the payment of said charges and/or assessments, interest, penalties and costs in connection with which such notice has been so recorded, or other satisfaction thereof, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

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(f) Each lien established pursuant to the provisions of this declaration may be foreclosed as and in the same manner as is provided for the foreclosure of a mortgage upon real property by the laws of California at the date of the commencement of such foreclosure action; interest shall accrue at the rate of six per cent per annum upon all unpaid charges or assessments from the date of delinquency, and in any action to foreclose any such lien the Association shall be entitled to costs, including reasonable attorneys' fees; penalties for delinquent charges or assessments shall be as established by the by-laws of the Association.

(g) Any lien or charge or assessment, together with any costs, penalties or interest, established, reserved or imposed under this declaration shall be subordinate to any valid bona fide mortgage or trust deed (and the lien and/or title thereof) given in good faith and for value on any lot, parcel or portion thereof covered by this declaration; provided, however, that any subsequent owner of any such lot, parcel or portion thereof shall be bound by the liens charges and assessments set out in this declaration or any modification thereof, whether obtained by foreclosure or trust deed sale, or otherwise, not including, however, any lien, charge or assessment arising prior to any sale under any such mortgage or trust deed.

#### ARTICLE VII

#### ENFORCEMENT

The Association shall have the right and power to enforce all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this or any subsequent declaration and/or by any conveyance, lease or contract of sale which may now or hereafter be created or exist upon said property covered by this declaration or to which any portion thereof may at any time be subject, provided that such right and/or power of the Association shall not be exclusive unless expressly so provided, and when not exclusive may be exercised severally or jointly with CASITAS INVESTMENT COMPANY and/or any owner or owners of any portion of said property in event such power and authority have also been vested in said Corporation and/or such owner or owners;

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Every act or omission whereby any restriction, condition or covenant in this declaration set forth or to which the said property or any portion is subject is violated in whole or in part is declared to be and shall constitute a nuisance and may be enjoined or abated by the Association and/or CASITAS INVESTMENT COMPANY and/or the owner of any lot included in said property. Each remedy provided for in this declaration shall be cumulative and not exclusive.

ARTICLE VIII

MISCELLANEOUS

1. Each grantee, owner and lessee hereafter of any lot, parcel or portion thereof included in said property or holder hereafter of a contract of sale or lease covering any such lot, parcel, or portion thereof, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association, and the CASITAS INVESTMENT COMPANY provided for in this declaration.
2. In construing this declaration, or any part thereof, stipulations, which are necessary to make this declaration or any of its terms or provisions reasonable, are implied.
3. The determination of any court or other competent tribunal that any of the provisions of this declaration are unlawful, void, or for any reason unenforceable, shall not affect the validity of any of the other provisions hereof; and Declarant hereby declares that each of the provisions of this declaration is separately useful and beneficial for the purposes of protecting.
4. The failure by the Association and/or CASITAS INVESTMENT COMPANY and/or any owner of any lot, parcel or portion thereof included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

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5. All titles used in this declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them, affect the terms or provisions of this declaration nor the meaning thereof.

6. Reference herein to either the Association or CASITAS INVESTMENT COMPANY shall include each successor of the business or affairs of such corporation, and each such successor shall succeed to the rights, powers and authority hereunder of the said corporation to whose business or affairs it succeeds.

7. Each and every one of the terms and provisions of the declaration are hereby declared to be subject and subordinate to the lien of any mortgage or deed of trust now or hereafter existing upon the residence lots, and/or any of them, and nothing herein contained shall in any way reduce the security, supercede or affect the validity of, the lien of any such mortgage and/or deed of trust; provided, however, that this declaration is made upon the express condition that should any such lot or lots be sold under and/or by virtue of any such mortgage or deed of trust, the purchaser at any such sale shall take and hold the property so sold, and the same shall be conveyed to him, subject to each and every one of the terms and provisions of this declaration.

#### ARTICLE IX

#### DURATION AND MODIFICATION

##### 1. Duration of Restrictions

All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this declaration shall continue and remain in full force and effect at all times against said property covered by this declaration, and each part thereof, and the owners thereof, subject to the right to amend, change, modify and terminate provided for in Section 2 of this Article IX, until January 1, 1982. All of the said restrictions, conditions, covenants, reservations, liens and charges in this declaration contained which are subject to expiration shall, as the same are in force immediately prior to such expiration, be continued

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automatically without further notice from that time for a period of ten years and thereafter for successive periods of ten years each without limitation, unless within the six months prior to January 1, 1982, or within the six months prior to the expiration of any successive ten year period thereafter, a written agreement executed by the then record owners (including mortgagees under recorded mortgages and trustees under recorded trust deeds) of more than sixty-five percent of the lots be recorded, by the terms of which agreement any of said restrictions, conditions, covenants, reservations, liens and charges are changed, modified or extinguished in whole or in part as to all or any part of the property subject thereto, in the manner and<sup>to</sup> the extent therein provided. In the event any such written agreement of extinguishment, change or modification be duly executed and recorded as provided herein the restrictions, conditions, covenants, reservations, liens and charges as therein modified shall continue in force for successive periods of ten years unless and until further changed, modified or extinguished in the manner above provided.

#### 2. Modification of Restriction

Any of the covenants, conditions, restrictions, assessments or charges contained in this declaration may be annulled, waived, changed or modified with respect to all or any portion of said property by Declarant with the written consent of the Association and of the owner or owners of record of more than sixty-five per cent of the lots in said property; provided that this shall not be construed as requiring the consent of the owners of any property not coming under the jurisdiction of Declarant or the Association.

### ARTICLE X

#### INGRESS AND EGRESS EASEMENTS

The ingress and egress easement referred to in Subsection (a), Section 1 of Article VI of this declaration are described as non-exclusive perpetual easements and right-of-way for ingress and egress for pedestrians and vehicles over and along the following described parcel of land:

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PARCEL 1

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BEGINNING at a point on the southwesterly line of Burnett Avenue, distant thereon South 42° 10' 46" East 17.514 feet from its intersection with the southeasterly line of Lot 15 in Block 2845, as said Lot, Block and Avenue are shown on that certain map hereinabove referred to; thence along said southwesterly line of Burnett Avenue South 42° 10' 46" East 25 feet, and South 22° 02' 18" East 14.16 feet; thence leaving said southwesterly line South 41° 51' 05" West 17.17 feet; thence North 48° 08' 55" West 432 feet; thence northwesterly, northerly and northeasterly, on an arc of a curve to the right tangent to the preceding course, with a radius of 99.50 feet, a central angle of 63° 18' 55", an arc distance of 109.95 feet; thence North 15° 10' East, tangent to the preceding curve 90.50 feet; thence North 19° 30' East 211.66 feet; thence northeasterly, northerly and northwesterly on an arc of a curve to the left tangent to the preceding course, with a radius of 212.50 feet, a central angle of 41° 30' 46", an arc distance of 153.96 feet to a point on the southeasterly line of Vista Lane, as said Vista Lane is shown on that certain map hereinabove referred to; thence North 65° 04' 39" East along said southeasterly line 26.03 feet to a point; thence southeasterly, southerly, and southwesterly, on an arc of a curve to the right, the center of which bears South 67° 40' 11" West 238.50 feet from the last mentioned point, with a radius of 238.50 feet, a central angle of 41° 49' 49", an arc distance of 174.12 feet; thence South 19° 30' West, tangent to the preceding curve 210.70 feet; thence South 15° 10' West 89.49 feet; thence southwesterly, southerly and southeasterly, on an arc of a curve to the left, tangent to the preceding course, with a radius of 73.50 feet, a central angle of 63° 18' 55", an arc distance of 81.22 feet; thence South 48° 08' 55" East, tangent to the preceding curve

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a central angle of  $0^{\circ} 55' 44''$ , an arc distance of 32.02 feet; thence leaving said southwesterly line of Parkridge Drive and running South  $65^{\circ} 04' 39''$  West 6.14 feet; thence southwesterly, southerly and southeasterly on an arc of a curve to the left, tangent to the preceding course, with a radius of 13.60 feet, a central angle of  $90^{\circ} 00'$ , an arc distance of 21.35 feet; thence South  $24^{\circ} 55' 21''$  East tangent to the preceding curve 127.41 feet; thence southeasterly on an arc of a curve to the right, tangent to the preceding course, with a radius of 238.50 feet, a central angle of  $0^{\circ} 11' 20''$ , an arc distance of 0.79 feet to the northwesterly line of Vista Lane and the point of beginning.

PARCEL 3

BEGINNING at a point on the northwesterly line of Burnett Avenue, distant thereon North  $41^{\circ} 40' 05''$  East 113.26 feet from the most easterly extremity of that certain curve connecting Parkridge Drive and Burnett Avenue, as said Drive and Avenue are shown on that certain map hereinabove referred to, said curve having a radius of 15.00 feet, a central angle of  $122^{\circ} 26' 28''$ , an arc distance of 32.055 feet; thence from said point of beginning North  $70^{\circ} 30'$  West 12.33 feet; thence North  $19^{\circ} 30'$  East 181.00 feet; thence northeasterly, northerly, and northwesterly on an arc of a curve to the left, tangent to the preceding course with a radius of 237.50 feet, a central angle of  $45^{\circ} 15'$ , an arc distance of 187.57 feet; thence North  $25^{\circ} 45'$  West, tangent to the preceding curve 240.02 feet to the southeasterly line of Vista Lane, as said Lane is shown on that certain map hereinabove referred to; thence North  $64^{\circ} 15'$  East along said southeasterly line 26.00 feet; thence leaving said southeasterly line South  $25^{\circ} 45'$  East 240.02 feet; thence southeasterly, southerly, and southwesterly on an arc of a curve to the right, tangent to the preceding course with a radius of 263.50 feet, a central angle of  $36^{\circ} 46' 02''$ , an arc distance of 169.09 feet; thence southwesterly, southerly, and southeasterly on an arc of a reverse

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262 feet; thence southeasterly, easterly and northeasterly on an arc of a curve to the left tangent to the preceding course, with a radius of 9 feet, a central angle of  $90^{\circ} 00'$ , an arc distance of 14.14 feet; thence North  $41^{\circ} 51' 05''$  East tangent to the preceding curve 3.90 feet to the southwesterly line of said Burnett Avenue hereinabove referred to; thence South  $42^{\circ} 10' 46''$  East along said southwesterly line 32.18 feet; thence South  $41^{\circ} 51' 05''$  West 0.56 feet; thence southwesterly, southerly and southeasterly on an arc of a curve to the left tangent to the preceding course, with a radius of 9 feet, a central angle of  $90^{\circ} 00'$ , an arc distance of 14.14 feet; thence South  $48^{\circ} 08' 55''$  East, tangent to the preceding curve 82.42 feet to a point on the southwesterly line of said Burnett Avenue hereinabove referred to and the point of beginning.

PARCEL 2

BEGINNING at a point on the northwesterly line of Vista Lane, as said Vista Lane is shown on that certain map hereinabove referred to, distant thereon South  $65^{\circ} 04' 39''$  West 19.01 feet from the southwesterly line of Parkridge Drive as said Drive is shown on that certain map hereinabove referred to; thence South  $65^{\circ} 04' 39''$  West along said northwesterly line of Vista Lane 26 feet to a point; thence northwesterly on an arc of a curve to the left, the center of which bears South  $65^{\circ} 17' 22''$  West 212.50 feet from the last mentioned point, with a radius of 212.50 feet, a central angle of  $0^{\circ} 12' 43''$ , an arc distance of 0.79 feet; thence North  $24^{\circ} 55' 21''$  West tangent to the preceding curve 226.20 feet; thence North  $65^{\circ} 04' 39''$  East 26 feet; thence South  $24^{\circ} 55' 21''$  East 40.70 feet; thence southeasterly, easterly and northeasterly on an arc of a curve to the left, tangent to the preceding course, with a radius of 12.50 feet, a central angle of  $90^{\circ} 00'$ , an arc distance of 19.63 feet; thence North  $65^{\circ} 04' 39''$  East 5.99 feet to a point on said southwesterly line of Parkridge Drive, thence southeasterly along said southwesterly line on an arc of a curve to the right, the center of which bears South  $62^{\circ} 23' 20''$  West 1975 feet from the last mentioned point, with a radius of 1975 feet,

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curve to the left, tangent to the preceding curve with a radius of 6.80 feet, a central angle of  $88^{\circ} 39' 26''$ , an arc distance of 10.52 feet; thence South  $77^{\circ} 38' 24''$  East, tangent to the preceding curve 0.18 feet to a point on the westerly line of Gardenside Drive as said Drive is shown on that certain map hereinabove referred to; thence southwesterly along said westerly line of Gardenside Drive on an arc of a curve to the right, the center of which bears North  $80^{\circ} 17' 44''$  West 360 feet from the last mentioned point with a radius of 360 feet, a central angle of  $5^{\circ} 22' 01''$ , an arc distance of 33.72 feet; thence leaving said westerly line of Gardenside Drive North  $77^{\circ} 38' 24''$  West 1.79 feet; thence northwesterly, westerly, and southwesterly on an arc of a curve to the left, tangent to the preceding course with a radius of 8.29 feet, a central angle of  $82^{\circ} 51' 36''$ , an arc distance of 11.99 feet; thence South  $19^{\circ} 30'$  West, tangent to the preceding curve 131.71 feet to the northwesterly line of Burnett Avenue hereinabove referred to; thence along said northwesterly line South  $41^{\circ} 40' 05''$  West 36.22 feet to the point of beginning.

PARCEL 4

BEGINNING at a point on the northwesterly line of Vista Lane, distant thereon North  $64^{\circ} 15'$  East 74.40 feet from the northeasterly line of Parkridge Drive as said Lane and Drive are shown on that certain map hereinabove referred to; thence North  $25^{\circ} 45'$  West 23.98 feet; thence northwesterly, northerly, and northeasterly on an arc of a curve to the right, tangent to the preceding course with a radius of 112.50 feet, a central angle of  $32^{\circ} 33' 34''$ , an arc distance of 63.93 feet to the northerly boundary line of the property shown on that certain map hereinabove referred to; thence South  $79^{\circ} 58' 29''$  East along said northerly boundary line 26.05 feet to a point; thence southwesterly, southerly, and southeasterly on an arc of a curve to the left, the center of which bears South  $84^{\circ} 09' 36''$  East 86.50 feet from the last mentioned point with a radius of 86.50 feet, a central angle of  $31^{\circ} 35' 24''$ , an arc distance of 47.69 feet; thence South  $25^{\circ} 45'$  East, tangent to the preceding curve 23.98 feet to the northwesterly line of Vista Lane hereinabove.

referred to; thence South  $64^{\circ} 15'$  West along said northwesterly line 26.00 feet to the point of beginning.

PARCEL 5

BEGINNING at a point on the northwesterly line of Burnett Avenue, distant thereon North  $19^{\circ} 54' 40''$  East 80.44 feet from the most northerly extremity of that certain curve having a radius of 40 feet, a central angle of  $46^{\circ} 39' 34''$ , an arc distance of 32.574 feet, which said curve forms a portion of the northwesterly line of Burnett Avenue; thence South  $89^{\circ} 40'$  West 19.15 feet; thence North  $4^{\circ} 13' 38''$  East 144.15 feet; thence northeasterly, northerly, and northwesterly on an arc of a curve to the left, tangent to the preceding course with a radius of 187.50 feet, a central angle of  $28^{\circ} 44' 03''$ , an arc distance of 94.03 feet; thence North  $24^{\circ} 30' 25''$  West, tangent to the preceding curve 240.20 feet; thence northwesterly on an arc of a curve to the right, tangent to the preceding course with a radius of 72.50 feet, a central angle of  $17^{\circ} 59' 14''$ , an arc distance of 22.76 feet, to the southerly line of Vista Lane; thence North  $87^{\circ} 29' 34''$  East along said southerly line of Vista Lane 26.10 feet to a point; thence leaving said southerly line of Vista Lane southeasterly on an arc of a curve to the left, the center of which bears North  $81^{\circ} 13' 46''$  East 46.50 feet from the last mentioned point with a radius of 46.50 feet, a central angle of  $15^{\circ} 44' 11''$ , an arc distance of 12.77 feet; thence South  $24^{\circ} 30' 25''$  East, tangent to the preceding curve 240.20 feet; thence southeasterly, southerly, and southwesterly on an arc of a curve to the right, tangent to the preceding course with a radius of 213.50 feet, a central angle of  $28^{\circ} 44' 03''$ , an arc distance of 107.07 feet; thence South  $4^{\circ} 13' 38''$  West, tangent to the preceding curve 109.20 feet; thence southwesterly, southerly and southeasterly on an arc of a curve to the left, tangent to the preceding course with a radius of 4.78 feet, a central angle of  $46^{\circ} 36' 59''$ , an arc distance of 3.89 feet to the northwesterly line of Burnett Avenue, thence South  $19^{\circ} 54' 40''$  West along said northwesterly line 31.10 feet to the point of beginning.

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IN WITNESS WHEREOF, CASITAS INVESTMENT COMPANY has caused its signature and seal to be hereunto affixed by its duly authorized officers the day and year first above mentioned.

CASITAS INVESTMENT COMPANY,

NO SEAL AFFIXED BEFORE RECORDING

By Robert L. Paully  
Vice-President.

(SEAL)

By Lois H. Baker  
Secretary.

ACCEPTANCE

VISTA FRANCISCO ASSOCIATION, a non-profit corporation organized under the laws of the State of California, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges and assessments, of the foregoing declaration and by this acceptance and consent agree to act in the capacity and with the powers and authority given it under said declaration. This acceptance and consent is hereby executed contemporaneously with the execution of said declaration and the undersigned hereby causes its signature and seal to be hereunto affixed by its authorized officers the day and year of the date of said declaration.

RECORDED AT REQUEST OF  
CITY TITLE INSURANCE COMPANY

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VISTA FRANCISCO ASSOCIATION,

At 19 Min Past 12P M  
AUG - 9 1963  
City & County of San Francisco, California  
MARTIN HONGAN  
RECORDED 2040

By Robert L. Paully  
Vice-President.  
M13786

By Lois H. Baker  
Secretary.

NO SEAL AFFIXED BEFORE RECORDING

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**State of California** } ss.  
 City and County of San Francisco  
 On this 5<sup>th</sup> day of August in the year one thousand, nine hundred and eighty three before me,  
 PEARL M. MARITZEN, a Notary Public in and for said City and County, personally appeared Robert L. Parshy  
 known to me to be the President, and Robert L. Parshy  
 known to me to be the Secretary of the Corporation that  
 executed the within instrument, known to me to be the persons who executed the  
 within instrument on behalf of the Corporation within named, and acknowledged  
 to me that such Corporation executed the same, and further acknowledged to me that  
 such Corporation executed the within instrument pursuant to its by-laws or a resolution  
 of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my official  
 seal in said City and County, the day and year in this certificate first above written.

Pearl Maritzen  
 Notary Public in and for the City and County of San Francisco  
 State of California

NO SEAL AFFIXED  
 BECAUSE RECORD

My Commission Expires April 12, 1964

BOOK 1631 PAGE 625

**State of California** } ss.  
 City and County of San Francisco  
 On this 5<sup>th</sup> day of August in the year one thousand, nine hundred and eighty three before me,  
 PEARL M. MARITZEN, a Notary Public in and for said City and County, personally appeared Robert L. Parshy  
 known to me to be the President, and Robert L. Parshy  
 known to me to be the Secretary of the Corporation that  
 executed the within instrument, known to me to be the persons who executed the  
 within instrument on behalf of the Corporation within named, and acknowledged  
 to me that such Corporation executed the same, and further acknowledged to me that  
 such Corporation executed the within instrument pursuant to its by-laws or a resolution  
 of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my official  
 seal in said City and County, the day and year in this certificate first above written.

Pearl Maritzen  
 Notary Public in and for the City and County of San Francisco  
 State of California

My Commission Expires April 12, 1964

13286 APR 963

Recorded September 12, 1963

RECORDED AT REQUEST OF  
CITY TITLE INSURANCE COMPANY  
At 47 Min Past 2 P M  
SEP 12 1963  
City & County of San Francisco, California  
MARTIN MORGAN  
RECORDED

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Accom.

PROTECTIVE COVENANTS

Covenants, conditions, restrictions, liens and charges affecting the real property of the CASITAS INVESTMENT COMPANY.

THIS DECLARATION made this 5th day of August, 1963 by the CASITAS INVESTMENT COMPANY, hereinafter called the Declarant.

WITNESSETH:

Whereas, Declarant is the owner of the real property described in Article I of this declaration and is desirous of subjecting the real property described in Article I to the covenants, conditions, restrictions, liens and charges hereinafter setforth, and each and all of which is and are for the mutual benefit of said property, and each and every lot and for each owner thereof and shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof;

That full power and authority to enforce each and all of said protective provisions, covenants, conditions, restrictions, liens and charges, shall be vested in the Vista Francisco Association (hereinafter called the "Association"), organized as a non-profit corporation under the laws of the State of California for the purpose of enforcing any or all restrictions, contained in this Declaration or any other Declaration hereafter executed by Declarant, upon or against said property or any other property located in or neighboring upon said VISTA FRANCISCO, SUBDIVISION NO. 1, in said county of San Francisco, California.

NOW, THEREFORE, CASITAS INVESTMENT COMPANY hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions, liens and charges as follows, to-wit:

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ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property subject to this declaration is situated in the City and County of San Francisco, State of California, and is more particularly described as follows:

- (a) Lots 1 to 5 inclusive in Block 2844, Lots 1 to 16 inclusive in Block 2845, and Lots 1 to 15 in Block 2846 as shown on that certain map entitled "VISTA FRANCISCO, SUB-DIVISION NO. 1, San Francisco, California," filed in the office of the Recorder of the City and County of San Francisco on December 26, 1962, in Book "T" of Maps at pages 104 and 105, which real property is sometimes hereinafter referred to as "said property."

ARTICLE II

Definitions

Certain terms as used in this declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor:

- 1. Declaration: This declaration as the same may be amended, changed or modified from time to time.
- 2. Association: The VISTA FRANCISCO Association, a non-profit corporation organized under the laws of California, and the successors to its rights and powers hereunder.
- 3. Owner, Record Owner, and Owner of Record Title: The owner of legal title as shown by the records of the Recorder of the City and County of San Francisco, and also the owner of equitable title as shown by such records if legal and equitable title are held of record by different owners; provided, however, that a mortgagee, trustee and a beneficiary under a trust deed held as security and/or a lessee shall not be deemed an owner, record owner or owner of record title unless expressly provided to the contrary, and in the case of a sale

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under a contract of sale the purchaser and not the seller thereunder shall be deemed to be the legal owner while such contract is in effect if such contract has been recorded.

4. Articles of Incorporation, and By-Laws: Articles of incorporation or by-laws, as the case may be, of the Association as the same may be amended from time to time.

5. Approvals and Consents: Approval, consent, authorization or permission shall mean an approval, consent, authorization or permission in writing.

6. Person: An individual person, a copartnership, an association and/or a corporation as the context requires.

7. Singular and Plural, Masculine and Feminine: The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter when the context so requires.

ARTICLE III

GENERAL PURPOSES OF CONDITIONS

The real property described in Article I hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to protect the owners of the lots, parcels or portions thereof against such improper use of surrounding lots, parcels, or portions thereof as will depreciate the value of their property; to obtain harmonious color schemes; to insure the highest and best development of said property; and in general to provide adequately to enhance the values of investments made by purchasers of the lots, parcels, or portions thereof.

ARTICLE IV

ADDITIONAL PROPERTY WHICH MAY BECOME SUBJECT TO THE JURISDICTION OF DECLARANT OR THE ASSOCIATION

Declarant owns certain real property, and Declarant may acquire other real property, adjoining the property described in Article I hereof.

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If, as and when Declarant shall desire to improve, hold, lease or sell all or any part of said adjoining real property in accordance with the general scheme or plan setforth in this Declaration or one similar thereto, then and in that event Declarant shall have the right, but shall be under no duty,

1. to subject said additional real property or any part thereof to the restrictions contained herein, with such modifications or alterations therefor or additions thereto, as the circumstances may require, either by recording appropriate supplements hereto which shall be successively designated "Supplement 'A'," "Supplement 'B'," etc., or by recording one or more separate Declarations of Restrictions; and,
2. To confer upon the Association the power and authority to enforce all or any part of such restrictions upon or against all or any part of said additional real property.

ARTICLE V

GENERAL RESTRICTIONS

1. Said property shall be used only for residential purposes, and no part thereof shall be used, or allowed, or authorized in anyway directly or indirectly for any commercial, civic, manufacturing, mercantile, vending or other non-residential purposes.
2. No noxious or offensive trade or activity shall be carried on upon any lot, parcel, or portion thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.
3. No trailer, basement, shack, garage, barn or other temporary structure or outbuilding shall be erected, maintained or stored on the subject property or any subdivision thereof covered by this Declaration, or used for human habitation either temporarily or permanently. Provided, however, that Declarant, its successors or assigns, shall have the right to erect and maintain temporary office buildings or temporary tool sheds/other temporary structures for the general development, improvement lease and/or sale of said property.

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4. Vehicles or any kind or character whatsoever shall not be parked within the boundaries of the easements described in Article X. No materials of any kind or character other than materials necessary for the pavement, curbs, gutters, lights, signs and other improvements made by declarant and/or the Association shall be placed or caused to be placed within or upon the boundaries of said easements. Every vehicle, and any material or object of any kind or character whatsoever, parked or placed within, on or over said easements, or obstructing the free passage of vehicles in any way, will be deemed a trespass of said easements. Said trespasser or trespassers by such action waives any right of notice and said vehicle, material or object shall be subject to immediate removal, and the owner of said trespassing vehicle, material or object shall pay for the expenses incident to the removal thereof.

5. No fence, wall, hedge, tree or shrub shall be erected, maintained, planted, grown or permitted to grow if such fence, wall, hedge, tree or shrub will unreasonably obstruct or impair the sunlight or the view from any other lot or lots, or any building or buildings which shall have been or may thereafter be erected thereon unless specifically otherwise permitted by written approval of the Association.

6. No sign or other advertising device of any character shall be erected or maintained, or displayed to public view on any lot other than one professional sign not larger than eighteen by twenty-four inches, advertising the property for sale or for rent, except that a sign or signs of greater size may be specifically permitted by written approval of the Association.

7. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of said property so as to render said portion unsanitary, unsightly, offensive or detrimental to any of the property in the vicinity thereof or to the occupants thereof.

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8. No building or structure upon any lot, parcel, or portion thereof covered by this declaration shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted.

9. No animals, poultry, birds or reptiles of any kind, either in the singular or plural number shall be raised, bred or kept on any lot, parcel or portion thereof.

10. No buildings, fences, extensions thereof, walls or other structure additions or changes shall be erected, constructed, altered, made, maintained or placed upon any lot, parcel or portion thereof covered by this Declaration, including erection of antennas, and changes of exterior color schemes, until the plans and specifications of same shall have been submitted to and approved as to conformity and harmony of design and as not interfering with the reasonable enjoyment of any other lot, parcel or portion thereof by written approval of the Association.

11. No obstruction, diversion, bridging or confining of existing channels through which water in time of storms naturally flows upon, under and/or across any portion of said property shall be made by any person in such a manner as to cause damage to any other portion of said property, provided that any existing channel may be diverted, bridged or reconstructed or a new channel constructed, if the said Association shall determine that said new channel so diverted, bridged or reconstructed channel is adequate to carry the amount of storm and other water liable to flow therein, and shall approve the same; provided, further, that the right is expressly reserved to Casitas Investment Company as an incident to the development of the entire property, including the construction of streets, gutters, ditches and otherwise, to cause reasonable increases or decreases in the amount of water which would in a state of nature flow into and through any such natural storm water channels.

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12. Upon failure of the Association, or its designated representative to approve or disapprove such fence, wall, hedge, tree, shrub, sign, plans, drainage specifications or other item as provided for in Article V within thirty (30) days after receipt of a proper presentation, approval of such fence, wall, hedge, tree, shrub, sign, plans and specifications shall be deemed to have been made.

13. The Association, nor any member thereof, shall be in any way responsible or liable for any loss or damage for any error or defect which may or may not be shown on any plan and specification, or in any building or structure or work done in accordance with such plan and specification, or in connection with any other matter whether or not the same has been approved by said Association and/or any member thereof.

ARTICLE VI

VISTA FRANCISCO ASSOCIATION  
PURPOSES, MEMBERSHIPS AND MAINTENANCE CHARGES

1. Purposes of Association.

Vista Francisco Association, a nonprofit association organized under the laws of the State of California, shall have the right and power (together with its general powers as a nonprofit corporation and in addition to any other powers granted it in this declaration and subject to the other provisions of this declaration and any limitations imposed thereby), to do and perform each and every of the following for the benefit, maintenance and improvement of the property covered by this declaration, and any other property at any time under the jurisdiction of the Association if so provided in the restrictions and conditions covering the same, and for the benefit of the owners thereof.  
to-wit:

- (a) To sweep, clean and sprinkle the private paved easements as described in Article X within said property, to collect and dispose of street sweepings, garbage, rubbish, and the like from said easements, to maintain and keep in repair said easements, including pavement, curbs, gutters,

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lighting, signs and any other improvement or material a part of or necessary for the use and enjoyment of said easements, and to remove every vehicle or other object from said easement in accordance with the provisions of Section 4 of Article V of this Declaration.

(b) To care for, weed, fertilize, water, cultivate and to do any other act necessary to maintain in good order the plantings in the "General Planting Areas" so designated and delineated on the Map of Vista Francisco, Sub-division No. 1, attached hereto and made a part of the Declaration. Provided, however, that the Association shall have the authority to enlarge, delete, re-define, amend or modify said "General Planting Areas" as delineated on said map, as made necessary and desirable by conditions subsequent.

(c) To remove, clean up and/or burn grass and weeds and to remove any unsightly or obnoxious things from any lot, parcel or portion thereof under its jurisdiction and to take such action with reference to such lots, parcels or portions thereof as may be necessary or desirable to keep the property neat and in good order; and to make and collect additional charges therefor as provided.

(d) To enter into agreements, contracts and arrangements with any owner of a lot, parcel, or portion thereof under the jurisdiction of the Association for construction or repair work, planting or replanting, care, cleaning, protecting, maintaining or the rendering of special services generally in connection with such lot, parcel, or portion thereof and/or the improvements thereon; provided the foregoing shall be paid for directly by such owner and shall not be paid from funds derived from either the general or special charges and/or assessments provided for.

(e) To enter into, make, perform and carry out contracts of every kind for any lawful purpose, consistent with its status as a nonprofit corporation, with any person, firm, association, corporation, municipality, county, state, or other governmental subdivision.

(f) To exercise such powers of enforcement, control, interpretation, modification and cancellation of covenants, conditions, reservations, restrictions, liens and/or charges imposed upon any property over which

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the Association has jurisdiction which now are or hereafter may be delegated to, or assigned to the Association, and to pay all expenses incidental thereto; to commence and maintain in its own name, on behalf of itself and/or any person owning any lot, parcel, or portion thereof subject to its jurisdiction or in the name of and on behalf and as the agent of any owner of any such lot, parcel, or portion thereof, actions and suits to restrain and enjoin the breach or threatened breach of any restriction, condition or covenant and/or to enforce each and every restriction, condition, covenant, reservation, lien or charge affecting property subject to the jurisdiction of the Association, and to pay the expenses therefor.

(g) To establish, maintain and operate such departments, boards and committees as may be provided for in the by-laws of the Association, with such powers and authority as said by-laws may provide, and to make funds of the Association available for the use of such departments, boards and committees; to employ a manager, secretaries, engineers, auditors, legal counsel, technical consultants or any other employees or assistants provided for by the by-laws of the Association or authorized by its board of directors; to pay all expenses necessary or incidental to the conduct and carrying on of the business of the Association; to keep records of all matters pertaining to the operation of the business or affairs of the Association; and to issue certified copies of its records and documents and to make and collect a charge therefor.

(h) Generally to do any and all things that a corporation organized under the laws of the State of California may lawfully do in operating for the benefit of its members and without profit to said corporation except as expressly limited in this declaration; and to do any and all lawful things which may be authorized or permitted to be done by the Association under or by virtue of this declaration or any restrictions, conditions, covenants,

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liens and/or charges or laws at any time affecting property subject to the jurisdiction of the Association and to do and perform any and all acts which may be necessary for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety and/or general welfare of the owners of any property subject to the jurisdiction of the Association.

(l) Provided that, all of the foregoing powers of the Association and all powers and authority granted the Association in this declaration shall be subject and subordinate to the provisions of Article V of this Declaration and other authority granted the said CASITAS INVESTMENT COMPANY under this Declaration.

2. MEMBERSHIP IN ASSOCIATION.

1. The owner of each lot to which these covenants apply shall automatically become a member of the Association and be entitled to participate in the operation of the Association in accordance with Articles of Incorporation and/or the By-Laws of said Association filed herewith, provided, however, that:

(a) Not more than one membership shall be issued, based upon the ownership of each lot, regardless of any difference in ownership of legal title and the ownership of equitable title thereto;

(b) When a lot is owned of record in joint tenancy, tenancy in common, co-operative, condominium or otherwise, the membership as to such lot shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised by the joint action of all owners of record of such lot.

(c) The ownership of title or any interest therein, either legal or equitable, held as security for the payment of money or the performance of any other obligations, shall not be the basis for membership in the Association.

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(d) A purchaser and not the seller under a contract of sale covering a lot subject to the jurisdiction of the Association (the ownership of which would qualify one for membership), shall be entitled to a membership by reason of such ownership so long as such contract is in effect if said contract has been recorded.

(e) In all other respects the articles of incorporation and/or by-laws of the Association shall control as to whether the legal or equitable owner of any such lot shall be entitled to membership in the Association and as to all other qualifications for membership.

3. MAINTENANCE AND IMPROVEMENT CHARGES

(a) All of said property covered by this Declaration shall be subject to a continuous maintenance lien securing payment of an annual charge or assessment to be fixed, established and collected from time to time as herein provided. The Association shall have the sole authority to fix and establish annually the amount of such annual charge or assessment (together with the penalties and costs of collection thereon) which charge shall be based on the assessed valuation of each respective lot and the improvements thereon as established by the Assessor of the City and County of San Francisco, or any successor authority, for the then current fiscal year, or for the last fiscal year for which such assessed valuation is then available. All such annual charges and assessments shall be made at a rate fixed by the Board of Directors of the Association based upon a uniform percentage of the respective assessed valuations. Such charge, or assessment, shall be paid annually in advance to the Association on the first day of January in each and every year on which date such charge or assessment shall become a lien upon the land and improvements thereon until fully paid. The purchasers of the property covered by this Declaration by the acceptance of the deeds, therefore, whether from the Declarant or subsequent owners

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of such property, or by the signing of contracts or agreements to purchase same, shall become personally obligated to pay such charges and/or assessments and shall vest in the Association, or its assigns, the right and power to bring all action for the collection of such charges and/or assessments and the enforcement of such lien.

(b) Each portion of the property covered by this declaration and the improvements thereon subject to the maintenance and improvement charges or assessments provided for in subsection (a) of this Section 3 shall also be subject to a continuous additional maintenance lien securing payment of the special clean-up charges provided for in Subsection (c) in Section 1 of this Article VI, and the Association shall have full authority to do such clean-up work and to levy charges and assessments therefor as to each or any of the lots covered by this declaration, and to affix and establish annually the amount of such charge and assessment, if any, including penalties and costs, necessary or advisable to do said work on any such lot, parcel, or portion thereof; provided that said charge and assessment shall only be made when the cost of the work done on any such lot, parcel, or portion thereof is greater than the ordinary proportionate amount of the funds which are available for such purpose from the general annual maintenance charge; provided further, that the charges and assessments so collected from the owner of any such lot shall be expended solely for cleaning up and keeping in good order such lot, parcel, or portion thereof.

(c) The Association shall have sole authority to collect and enforce the collection of all charges and/or assessments provided for or referred to in subsections (a), and (b) of this Section 3, or otherwise provided for in this Declaration, together with costs, penalties and interest imposed for the non-payment thereof (costs provided for in this section to include reasonable attorneys' fees), and to expend all moneys collected from such charges, assessments, costs, penalties and/or interest for the payment of expenses and costs in carrying out the rights and powers of the Association as specified in this Declaration and/or in the articles of incorporation and/or by-laws

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of the Association, subject to any express limitations contained in this Declaration as to special charges and/or assessments, or otherwise.

(d) Each and every of the charges and/or assessments provided for or referred to in said subsections (a), and/or (b) of this Section 3 and/or otherwise provided for in this Declaration, shall be fixed on or about the first of December, 1963, for the calendar year beginning January 1, 1964, and annually thereafter on or about the first of December of each year for each succeeding fiscal year (which shall run from January 1 to December 31 both inclusive), and each such charge and/or assessment shall be paid annually in advance to the Association (or otherwise than in advance as to clean-up charges, if so determined by the Board of Directors of the Association) on or before the first of January in each and every year beginning in January 1964, on which date each such charge and/or assessment shall become enforceable against the lot, parcel, or portion thereof, and the improvements thereon (if any) against which the same have been assessed, and shall so continue until said charge and/or assessment, together with all costs, penalties and interest provided for, have been paid.

(e) At any time within one hundred and twenty days after any such general and/or special and/or cleanup charge or assessment against any lot or parcel has become delinquent, the Association may record a notice of delinquent charges and/or assessments as to such lot or parcel, which notice shall state therein the amount of such delinquency, and the interest, costs and penalties which have accrued thereon, a description of the lot or parcel against which the same has been assessed, and the name of the record or reputed owner thereof, and such notice shall be signed by the Secretary or an Assistant Secretary of the Association; provided that upon the payment of said charges and/or assessments, interest, penalties and costs in connection with which such notice has been so recorded, or other satisfaction thereof, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

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(f) Each lien established pursuant to the provisions of this declaration may be foreclosed as and in the same manner as is provided for the foreclosure of a mortgage upon real property by the laws of California at the date of the commencement of such foreclosure action; interest shall accrue at the rate of six per cent per annum upon all unpaid charges or assessments from the date of delinquency, and in any action to foreclose any such lien the Association shall be entitled to costs, including reasonable attorneys' fees; penalties for delinquent charges or assessments shall be as established by the by-laws of the Association.

(g) Any lien or charge or assessment, together with any costs, penalties or interest, established, reserved or imposed under this declaration shall be subordinate to any valid bona fide mortgage or trust deed (and the lien and/or title thereof) given in good faith and for value on any lot, parcel or portion thereof covered by this declaration; provided, however, that any subsequent owner of any such lot, parcel or portion thereof shall be bound by the liens charges and assessments set out in this declaration or any modification thereof, whether obtained by foreclosure or trust deed sale, or otherwise, not including, however, any lien, charge or assessment arising prior to any sale under any such mortgage or trust deed.

(11)

ARTICLE VII

ENFORCEMENT

The Association shall have the right and power to enforce all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this or any subsequent declaration and/or by any conveyance, lease or contract of sale which may now or hereafter be created or exist upon said property covered by this declaration or to which any portion thereof may at any time be subject, provided that such right and/or power of the Association shall not be exclusive unless expressly so provided, and when not exclusive may be exercised severally or jointly with CASITAS INVESTMENT COMPANY and/or any owner or owners of any portion of said property in event such power and authority have also been vested in said Corporation and/or such owner or owners;

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Every act or omission whereby any restriction, condition or covenant in this declaration set forth or to which the said property or any portion is subject is violated in whole or in part is declared to be and shall constitute a nuisance and may be enjoined or abated by the Association and/or CASITAS INVESTMENT COMPANY and/or the owner of any lot included in said property. Each remedy provided for in this declaration shall be cumulative and not exclusive.

ARTICLE VIII

MISCELLANEOUS

1. Each grantee, owner and lessee hereafter of any lot, parcel or portion thereof included in said property or holder hereafter of a contract of sale or lease covering any such lot, parcel, or portion thereof, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association, and the CASITAS INVESTMENT COMPANY provided for in this declaration.

2. In construing this declaration, or any part thereof, stipulations, which are necessary to make this declaration or any of its terms or provisions reasonable, are implied.

3. The determination of any court or other competent tribunal that any of the provisions of this declaration are unlawful, void, or for any reason unenforceable, shall not affect the validity of any of the other provisions hereof; and Declarant hereby declares that each of the provisions of this declaration is separately useful and beneficial for the purposes of protecting.

4. The failure by the Association and/or CASITAS INVESTMENT COMPANY and/or any owner of any lot, parcel or portion thereof included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

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23883 SEP 12 63

5. All titles used in this declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them, affect the terms or provisions of this declaration nor the meaning thereof.

6. Reference herein to either the Association or CASITAS INVESTMENT COMPANY shall include each successor of the business or affairs of such corporation, and each such successor shall succeed to the rights, powers and authority hereunder of the said corporation to whose business or affairs it succeeds.

7. Each and every one of the terms and provisions of the declaration are hereby declared to be subject and subordinate to the lien of any mortgage or deed of trust now or hereafter existing upon the residence lots, and/or any of them, and nothing herein contained shall in any way reduce the security, supercede or affect the validity of, the lien of any such mortgage and/or deed of trust; provided, however, that this declaration is made upon the express condition that should any such lot or lots be sold under and/or by virtue of any such mortgage or deed of trust, the purchaser at any such sale shall take and hold the property so sold, and the same shall be conveyed to him, subject to each and every one of the terms and provisions of this declaration.

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ARTICLE IX

DURATION AND MODIFICATION

1. Duration of Restrictions

All of the restrictions, conditions, covenants, reservations, liens and charges set forth in this declaration shall continue and remain in full force and effect at all times against said property covered by this declaration, and each part thereof, and the owners thereof, subject to the right to amend, change, modify and terminate provided for in Section 2 of this Article IX, until January 1, 1982. All of the said restrictions, conditions, covenants, reservations, liens and charges in this declaration contained which are subject to expiration shall, as the same are in force immediately prior to such expiration, be continued

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23883 SEP 12 63

automatically without further notice from that time for a period of ten years and thereafter for successive periods of ten years each without limitation, unless within the six months prior to January 1, 1982, or within the six months prior to the expiration of any successive ten year period thereafter, a written agreement executed by the then record owners (including mortgagees under recorded mortgages and trustees under recorded trust deeds) of more than sixty-five percent of the lots be recorded, by the terms of which agreement any of said restrictions, conditions, covenants, reservations, liens and charges are changed, modified or extinguished in whole or in part as to all or any part <sup>to</sup> of the property subject thereto, in the manner and/the extent therein provided. In the event any such written agreement of extinguishment, change or modification be duly executed and recorded as provided herein the restrictions, conditions, covenants, reservations, liens and charges as therein modified shall continue in force for successive periods of ten years unless and until further changed, modified or extinguished in the manner above provided.

2. Modification of Restriction

Any of the covenants, conditions, restrictions, assessments or charges contained in this declaration may be annulled, waived, changed or modified with respect to all or any portion of said property by Declarant with the written consent of the Association and of the owner or owners of record of more than sixty-five per cent of the lots in said property; provided that this shall not be construed as requiring the consent of the owners of any property not coming under the jurisdiction of Declarant or the Association.

ARTICLE X

INGRESS AND EGRESS EASEMENTS

The ingress and egress easement referred to in Subsection (a), Section 1 of Article VI of this declaration are described as non-exclusive perpetual easements and right-of-way for ingress and egress for pedestrians and vehicles over and along the following described parcel of land:

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PARCEL 1

BEGINNING at a point on the southwesterly line of Burnett Avenue, distant thereon South  $42^{\circ} 10' 46''$  East 17.514 feet from its intersection with the southeasterly line of Lot 15 in Block 2845, as said Lot, Block and Avenue are shown on that certain map hereinabove referred to; thence along said southwesterly line of Burnett Avenue South  $42^{\circ} 10' 46''$  East 25 feet, and South  $22^{\circ} 02' 16''$  East 14.16 feet; thence leaving said southwesterly line South  $41^{\circ} 51' 05''$  West 17.17 feet; thence North  $48^{\circ} 08' 55''$  West 432 feet; thence northwesterly, northerly and northeasterly, on an arc of a curve to the right tangent to the preceding course, with a radius of 99.50 feet, a central angle of  $63^{\circ} 18' 55''$ , an arc distance of 109.95 feet; thence North  $15^{\circ} 10'$  East, tangent to the preceding curve 90.50 feet; thence North  $19^{\circ} 30'$  East 211.66 feet; thence northeasterly, northerly and northwesterly on an arc of a curve to the left tangent to the preceding course, with a radius of 212.50 feet, a central angle of  $41^{\circ} 30' 46''$ , an arc distance of 153.96 feet to a point on the southeasterly line of Vista Lane, as said Vista Lane is shown on that certain map hereinabove referred to; thence North  $65^{\circ} 04' 39''$  East along said southeasterly line 26.03 feet to a point; thence southeasterly, southerly, and southwesterly, on an arc of a curve to the right, the center of which bears South  $67^{\circ} 40' 11''$  West 238.50 feet from the last mentioned point, with a radius of 238.50 feet, a central angle of  $41^{\circ} 49' 49''$ , an arc distance of 174.12 feet; thence South  $19^{\circ} 30'$  West, tangent to the preceding curve 210.70 feet; thence South  $15^{\circ} 10'$  West 89.49 feet; thence southwesterly, southerly and southeasterly, on an arc of a curve to the left, tangent to the preceding course, with a radius of 73.50 feet, a central angle of  $63^{\circ} 18' 55''$ , an arc distance of 81.22 feet; thence South  $48^{\circ} 08' 55''$  East, tangent to the preceding curve

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262 feet; thence southeasterly, easterly and northeasterly on an arc of a curve to the left tangent to the preceding course, with a radius of 9 feet, a central angle of  $90^{\circ} 00'$ , an arc distance of 14.14 feet; thence North  $41^{\circ} 51' 05''$  East tangent to the preceding curve 3.90 feet to the southwesterly line of said Burnett Avenue hereinabove referred to; thence South  $42^{\circ} 10' 46''$  East along said southwesterly line 32.18 feet; thence South  $41^{\circ} 51' 05''$  West 0.56 feet; thence southwesterly, southerly and southeasterly on an arc of a curve to the left tangent to the preceding course, with a radius of 9 feet, a central angle of  $90^{\circ} 00'$ , an arc distance of 14.14 feet; thence South  $48^{\circ} 08' 55''$  East, tangent to the preceding curve 82.42 feet to a point on the southwesterly line of said Burnett Avenue hereinabove referred to and the point of beginning.

PARCEL 2

BEGINNING at a point on the northwesterly line of Vista Lane, as said Vista Lane is shown on that certain map hereinabove referred to, distant thereon South  $55^{\circ} 04' 39''$  West 19.01 feet from the southwesterly line of Parkridge Drive as said Drive is shown on that certain map hereinabove referred to; thence South  $55^{\circ} 04' 39''$  West along said northwesterly line of Vista Lane 26 feet to a point; thence northwesterly on an arc of a curve to the left, the center of which bears South  $65^{\circ} 17' 22''$  West 212.50 feet from the last mentioned point, with a radius of 212.50 feet, a central angle of  $0^{\circ} 12' 43''$ , an arc distance of 0.79 feet; thence North  $24^{\circ} 55' 21''$  West tangent to the preceding curve 226.20 feet; thence North  $65^{\circ} 04' 39''$  East 26 feet; thence South  $24^{\circ} 55' 21''$  East 40.70 feet; thence southeasterly, easterly and northeasterly on an arc of a curve to the left, tangent to the preceding course, with a radius of 12.50 feet, a central angle of  $90^{\circ} 00'$ , an arc distance of 19.63 feet; thence North  $65^{\circ} 04' 39''$  East 5.99 feet to a point on said southwesterly line of Parkridge Drive, thence southeasterly along said southwesterly line on an arc of a curve to the right, the center of which bears South  $62^{\circ} 23' 20''$  West 1975 feet from the last mentioned point, with a radius of 1975 feet.

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APR 2 1963

a central angle of  $0^{\circ} 55' 44''$ , an arc distance of 32.02 feet; thence leaving said southwesterly line of Parkridge Drive and running South  $65^{\circ} 04' 39''$  West 6.14 feet; thence southwesterly, southerly and southeasterly on an arc of a curve to the left, tangent to the preceding course, with a radius of 13.60 feet, a central angle of  $90^{\circ} 00'$ , an arc distance of 21.35 feet; thence South  $24^{\circ} 55' 21''$  East tangent to the preceding curve 127.41 feet; thence southeasterly on an arc of a curve to the right, tangent to the preceding course, with a radius of 238.50 feet, a central angle of  $0^{\circ} 11' 20''$ , an arc distance of 0.79 feet to the northwesterly line of Vista Lane and the point of beginning.

PARCEL 3

BEGINNING at a point on the northwesterly line of Burnett Avenue, distant thereon North  $41^{\circ} 40' 05''$  East 113.26 feet from the most easterly extremity of that certain curve connecting Parkridge Drive and Burnett Avenue, as said Drive and Avenue are shown on that certain map hereinabove referred to, said curve having a radius of 15.00 feet, a central angle of  $122^{\circ} 26' 28''$ , an arc distance of 32.055 feet; thence from said point of beginning North  $70^{\circ} 30'$  West 12.33 feet; thence North  $19^{\circ} 30'$  East 181.00 feet; thence northeasterly, northerly, and northwesterly on an arc of a curve to the left, tangent to the preceding course with a radius of 237.50 feet, a central angle of  $45^{\circ} 15'$ , an arc distance of 187.57 feet; thence North  $25^{\circ} 45'$  West, tangent to the preceding curve 240.02 feet to the southeasterly line of Vista Lane, as said Lane is shown on that certain map hereinabove referred to; thence North  $64^{\circ} 15'$  East along said southeasterly line 26.00 feet; thence leaving said southeasterly line South  $25^{\circ} 45'$  East 240.02 feet; thence southeasterly, southerly, and southwesterly on an arc of a curve to the right, tangent to the preceding course with a radius of 263.50 feet, a central angle of  $36^{\circ} 46' 02''$ , an arc distance of 169.09 feet; thence southwesterly, southerly, and southeasterly on an arc of a reverse

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curve to the left, tangent to the preceding curve with a radius of 6.86 feet, a central angle of  $88^{\circ} 39' 26''$ , an arc distance of 10.52 feet; thence South  $77^{\circ} 38' 24''$  East, tangent to the preceding curve 0.18 feet to a point on the westerly line of Gardenside Drive as said Drive is shown on that certain map hereinabove referred to; thence southwesterly along said westerly line of Gardenside Drive on an arc of a curve to the right, the center of which bears North  $80^{\circ} 17' 44''$  West 360 feet from the last mentioned point with a radius of 360 feet, a central angle of  $5^{\circ} 22' 01''$ , an arc distance of 33.72 feet; thence leaving said westerly line of Gardenside Drive North  $77^{\circ} 38' 24''$  West 1.79 feet; thence northwesterly, westerly, and southwesterly on an arc of a curve to the left, tangent to the preceding course with a radius of 8.29 feet, a central angle of  $82^{\circ} 51' 36''$ , an arc distance of 11.99 feet; thence South  $19^{\circ} 30'$  West, tangent to the preceding curve 131.71 feet to the northwesterly line of Burnett Avenue hereinabove referred to; thence along said northwesterly line South  $41^{\circ} 40' 05''$  West 36.22 feet to the point of beginning.

PARCEL 4

BEGINNING at a point on the northwesterly line of Vista Lane, distant thereon North  $64^{\circ} 15'$  East 74.40 feet from the northeasterly line of Parkridge Drive as said Lane and Drive are shown on that certain map hereinabove referred to; thence North  $25^{\circ} 45'$  West 23.98 feet; thence northwesterly, northerly, and northeasterly on an arc of a curve to the right, tangent to the preceding course with a radius of 112.50 feet, a central angle of  $32^{\circ} 33' 34''$ , an arc distance of 63.93 feet to the northerly boundary line of the property shown on that certain map hereinabove referred to; thence South  $79^{\circ} 58' 29''$  East along said northerly boundary line 26.05 feet to a point; thence southwesterly, southerly, and southeasterly on an arc of a curve to the left, the center of which bears South  $84^{\circ} 09' 36''$  East 86.50 feet from the last mentioned point with a radius of 86.50 feet, a central angle of  $31^{\circ} 35' 24''$ , an arc distance of 47.69 feet; thence South  $25^{\circ} 45'$  East, tangent to the preceding curve 23.98 feet to the northwesterly line of Vista Lane hereinabove

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23883 SEP 12 63



22.

referred to; thence South  $64^{\circ} 15'$  West along said northwesterly line 26.00 feet to the point of beginning.

PARCEL 5

BEGINNING at a point on the northwesterly line of Burnett Avenue, distant thereon North  $19^{\circ} 54' 40''$  East 80.44 feet from the most northerly extremity of that certain curve having a radius of 40 feet, a central angle of  $46^{\circ} 39' 34''$ , an arc distance of 32.574 feet, which said curve forms a portion of the northwesterly line of Burnett Avenue; thence South  $89^{\circ} 40'$  West 19.15 feet; thence North  $4^{\circ} 13' 38''$  East 144.15 feet; thence northeasterly, northerly, and northwesterly on an arc of a curve to the left, tangent to the preceding course with a radius of 187.50 feet, a central angle of  $28^{\circ} 44' 03''$ , an arc distance of 94.03 feet; thence North  $24^{\circ} 30' 25''$  West, tangent to the preceding curve 240.20 feet; thence northwesterly on an arc of a curve to the right, tangent to the preceding course with a radius of 72.50 feet, a central angle of  $17^{\circ} 59' 14''$ , an arc distance of 22.76 feet, to the southerly line of Vista Lane; thence North  $87^{\circ} 29' 34''$  East along said southerly line of Vista Lane 26.10 feet to a point; thence leaving said southerly line of Vista Lane southeasterly on an arc of a curve to the left, the center of which bears North  $81^{\circ} 13' 46''$  East 46.50 feet from the last mentioned point with a radius of 46.50 feet, a central angle of  $15^{\circ} 44' 11''$ , an arc distance of 12.77 feet; thence South  $24^{\circ} 30' 25''$  East, tangent to the preceding curve 240.20 feet; thence southeasterly, southerly, and southwesterly on an arc of a curve to the right, tangent to the preceding course with a radius of 213.50 feet, a central angle of  $28^{\circ} 44' 03''$ , an arc distance of 107.07 feet; thence South  $4^{\circ} 13' 38''$  West, tangent to the preceding curve 109.20 feet; thence southwesterly, southerly and southeasterly on an arc of a curve to the left, tangent to the preceding course with a radius of 4.78 feet, a central angle of  $46^{\circ} 36' 59''$ , an arc distance of 3.89 feet to the northwesterly line of Burnett Avenue, thence South  $19^{\circ} 54' 40''$  West along said northwesterly line 31.10 feet to the point of beginning.

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-13786 AUC 9 63

IN WITNESS WHEREOF, CASITAS INVESTMENT COMPANY has caused its signature and seal to be hereunto affixed by its duly authorized officers the day and year first above mentioned.

CASITAS INVESTMENT COMPANY,

NO SEAL AFFIXED BEFORE RECORDING

(SEAL)

By Philip L. Paulley  
Vice-President  
By Lois H. Baker  
Secretary.

ACCEPTANCE

VISTA FRANCISCO ASSOCIATION, a non-profit corporation organized under the laws of the State of California, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges and assessments, of the foregoing declaration and by this acceptance and consent agrees to act in the capacity and with the powers and authority given it under said declaration. This acceptance and consent is hereby executed contemporaneously with the execution of said declaration and the undersigned hereby causes its signature and seal to be hereunto affixed by its authorized officers the day and year of the date of said declaration.

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RECORDED AT REQUEST OF CITY TITLE INSURANCE COMPANY

AT 14 Min Post 12P M AUG-9 1963

City & County of San Francisco, California

MARTIN MORGAN 20.40  
SPRINGER

BOOK A631 PAGE 602

VISTA FRANCISCO ASSOCIATION,

By Philip L. Paulley  
Vice-President  
By Lois H. Baker  
Secretary.

M13786

SEAL AFFIXED BEFORE RECORDING

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23883 SEP 12 63

BOOK A647 PAGE 129    BOOK A631 PAGE 625

**State of California** } ss.  
 City and County of San Francisco }  
 On this 5<sup>th</sup> day of August ..... in the year one thousand, nine hundred and sixty three before me,  
 PEARL M. MARITZEN, a Notary Public in and for said City and County, personally appeared Robert L. Pauly  
 known to me to be the True President, and Robert A. Baker  
 known to me to be the ..... Secretary of the Corporation that  
 executed the within instrument, known to me to be the persons who executed the  
 within instrument on behalf of the Corporation within named, and acknowledged  
 to me that such Corporation executed the same, and further acknowledged to me that  
 such corporation executed the within instrument pursuant to its by-laws or a resolution  
 of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my official  
 seal in said City and County, the day and year in this certificate first above written.

Pearl M. Maritzen  
 Notary Public in and for the City and County of San Francisco  
 State of California

My Commission Expires April 12, 1964

NO SEAL AFFIXED  
 BEFORE RECORDING

111

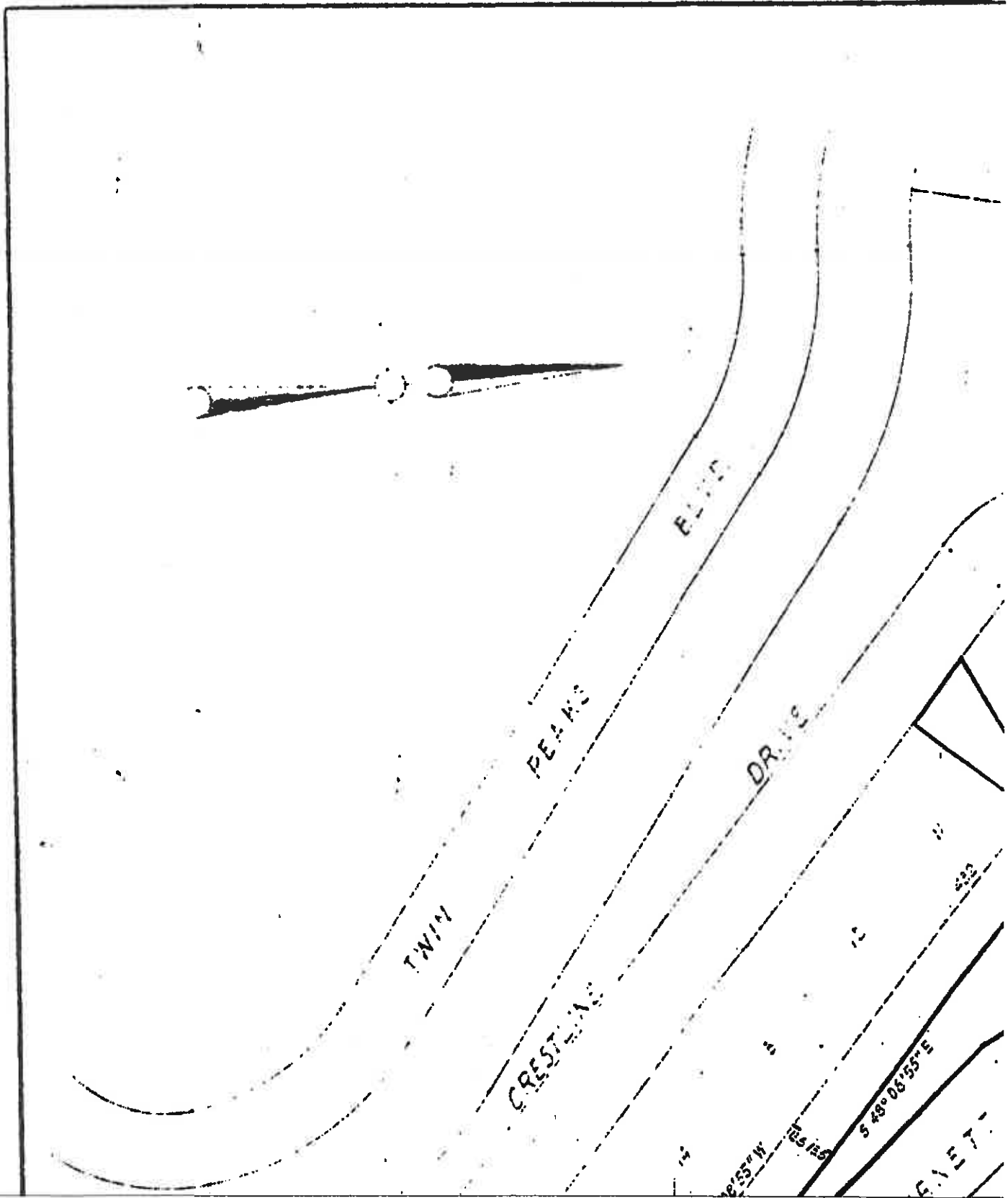
**State of California** } ss.  
 City and County of San Francisco }  
 On this 5<sup>th</sup> day of August ..... in the year one thousand, nine hundred and sixty three before me,  
 PEARL M. MARITZEN, a Notary Public in and for said City and County, personally appeared Robert L. Pauly  
 known to me to be the True President, and Robert A. Baker  
 known to me to be the ..... Secretary of the Corporation that  
 executed the within instrument, known to me to be the persons who executed the  
 within instrument on behalf of the Corporation within named, and acknowledged  
 to me that such Corporation executed the same, and further acknowledged to me that  
 such corporation executed the within instrument pursuant to its by-laws or a resolution  
 of its Board of Directors.

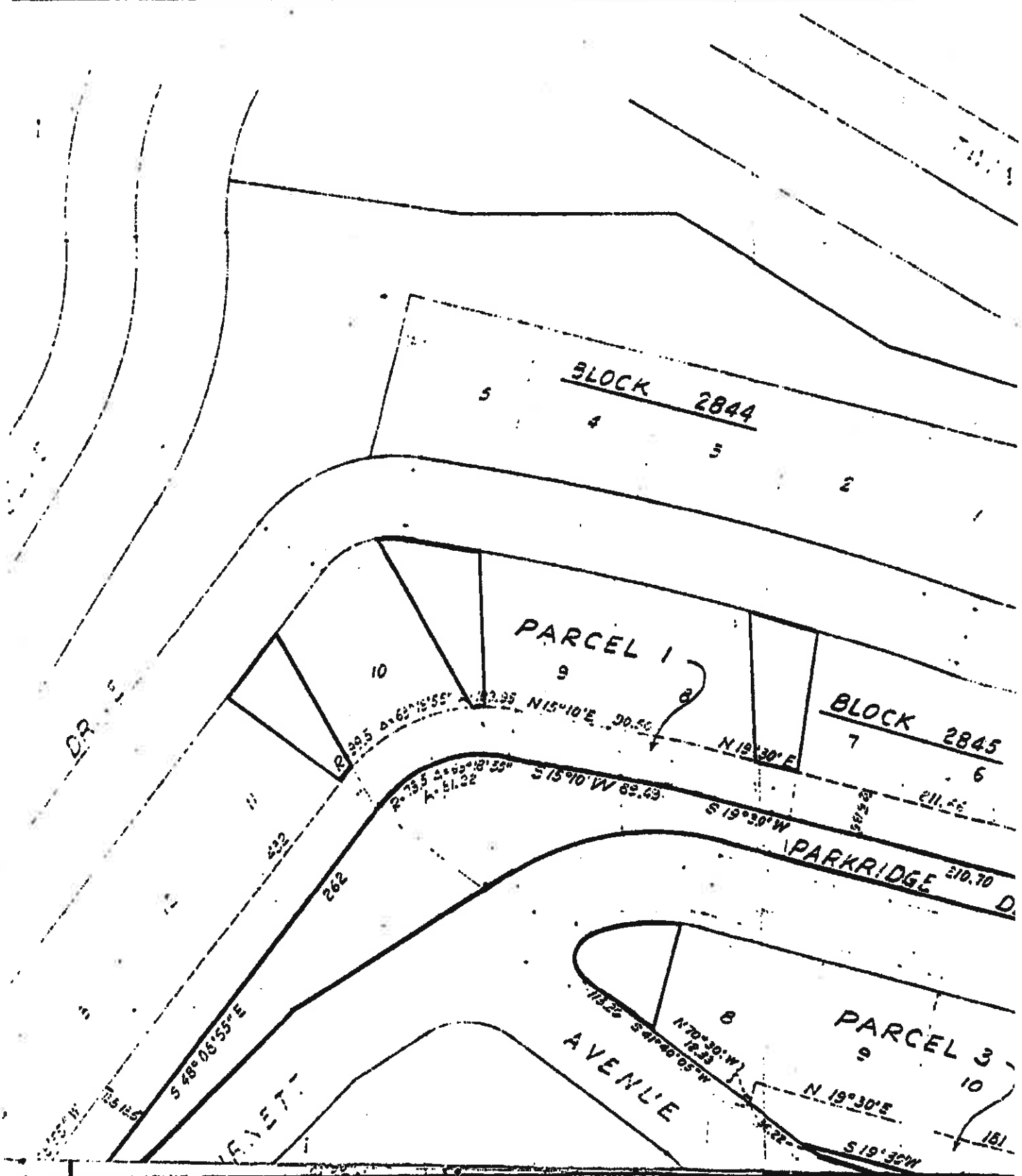
In Witness Whereof, I have hereunto set my hand and affixed my official  
 seal in said City and County, the day and year in this certificate first above written.

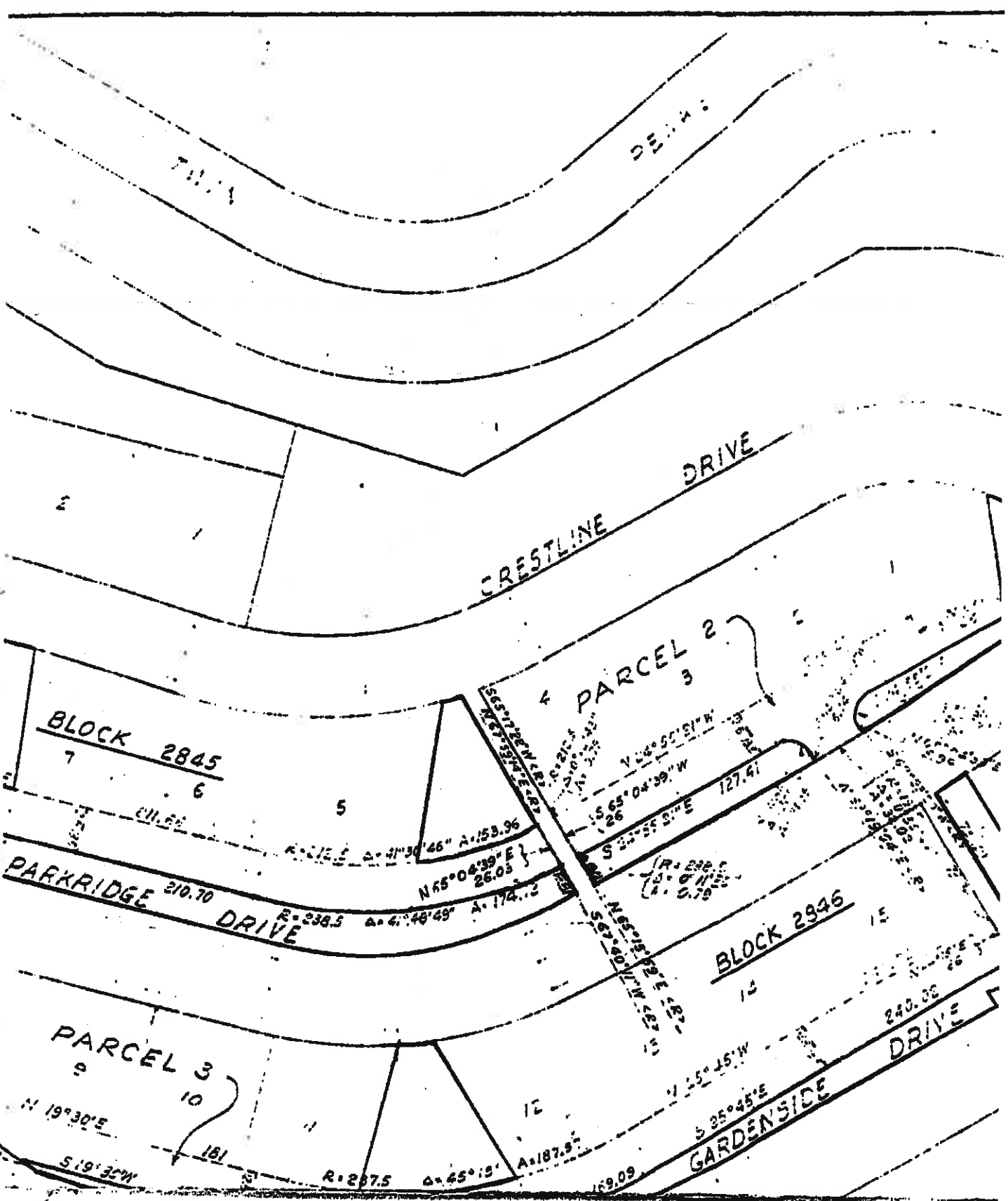
Pearl M. Maritzen  
 Notary Public in and for the City and County of San Francisco  
 State of California

My Commission Expires April 12, 1964

1963 REC. FILED







BLOCK 2845

7

6

5

4 PARCEL 2

3

BLOCK 2946

10

15

PARCEL 3

10

12

N 19° 30' E

S 19° 35' W

R=287.5

Δ=45° 18'

A=187.9

169.09

GARDENSIDE DRIVE

240.00

DRIVE

PARKRIDGE DRIVE

210.70

DRIVE

R=238.5

Δ=41° 48' 49"

A=174.12

N 65° 04' 39" E

26.03

R=212.5 Δ=41° 30' 46" A=153.96

111.62

CRESTLINE DRIVE

DRIVE

N 16° 55' 51" W

127.61

S 65° 04' 39" W

S 22° 55' 51" E

R=238.5

Δ=41° 48' 49"

A=174.12

S 22° 55' 51" E

N 16° 55' 51" W

127.61

S 65° 04' 39" W

S 22° 55' 51" E

R=238.5

Δ=41° 48' 49"

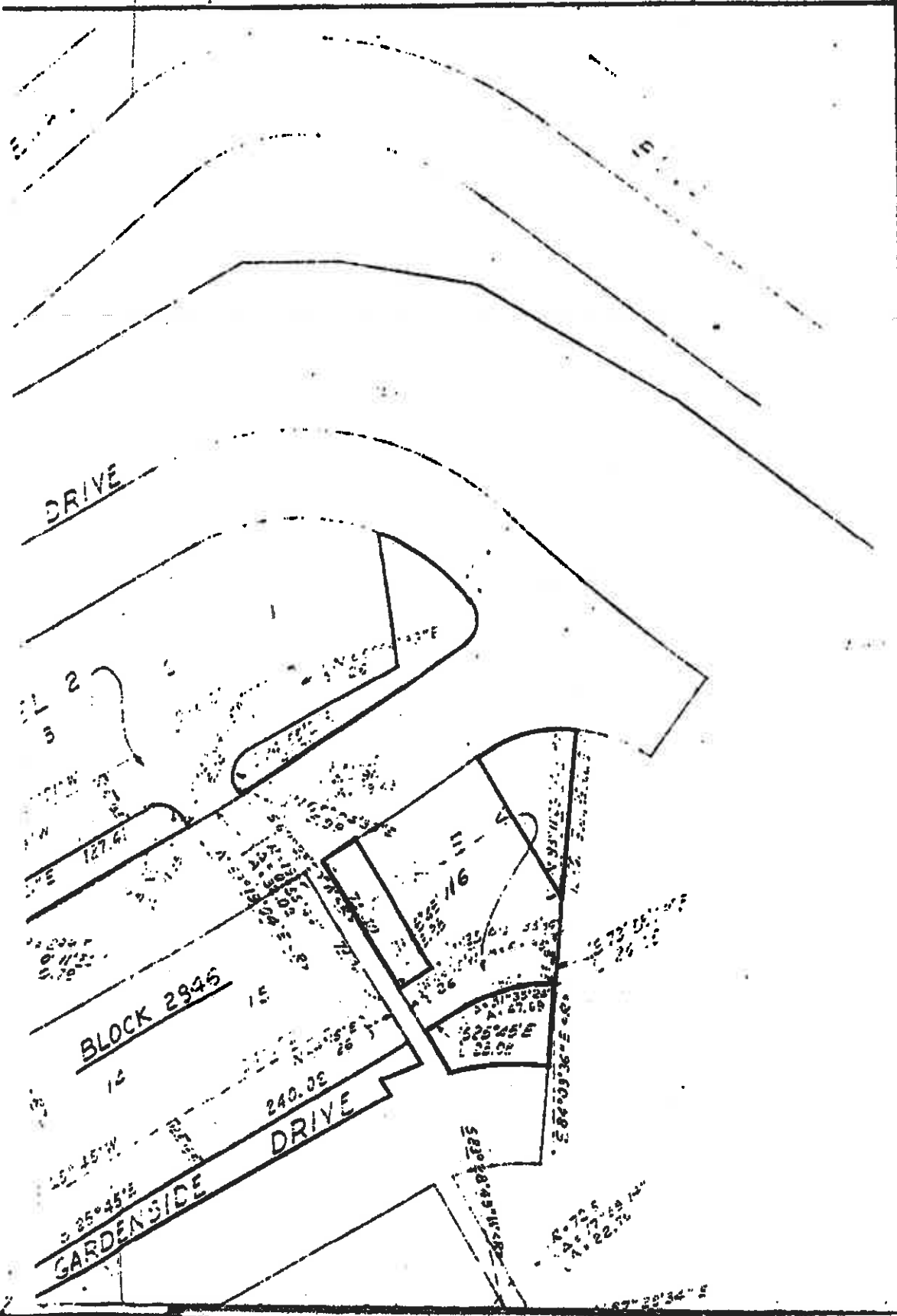
A=174.12

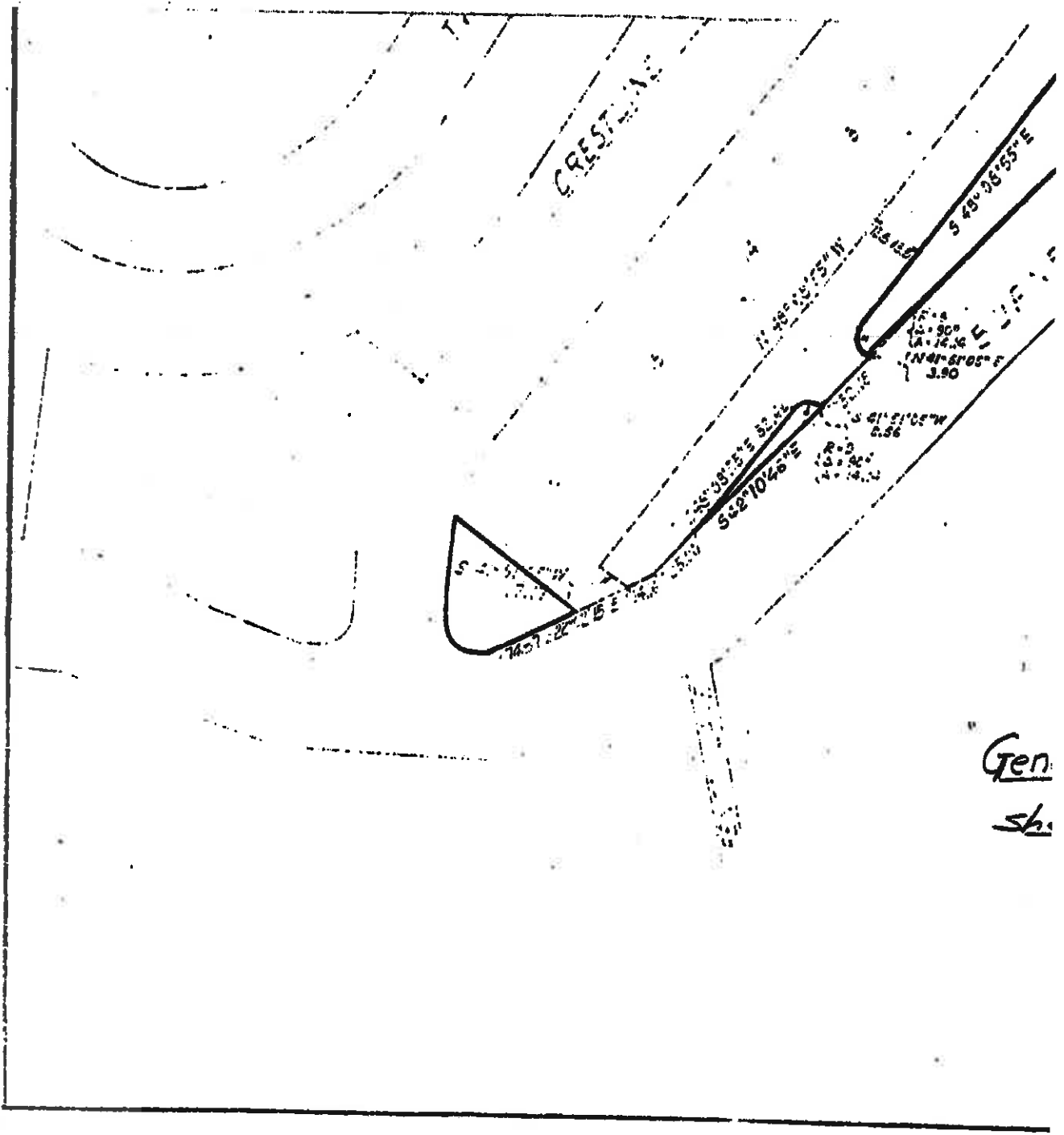
S 22° 55' 51" E

N 16° 55' 51" W

127.61

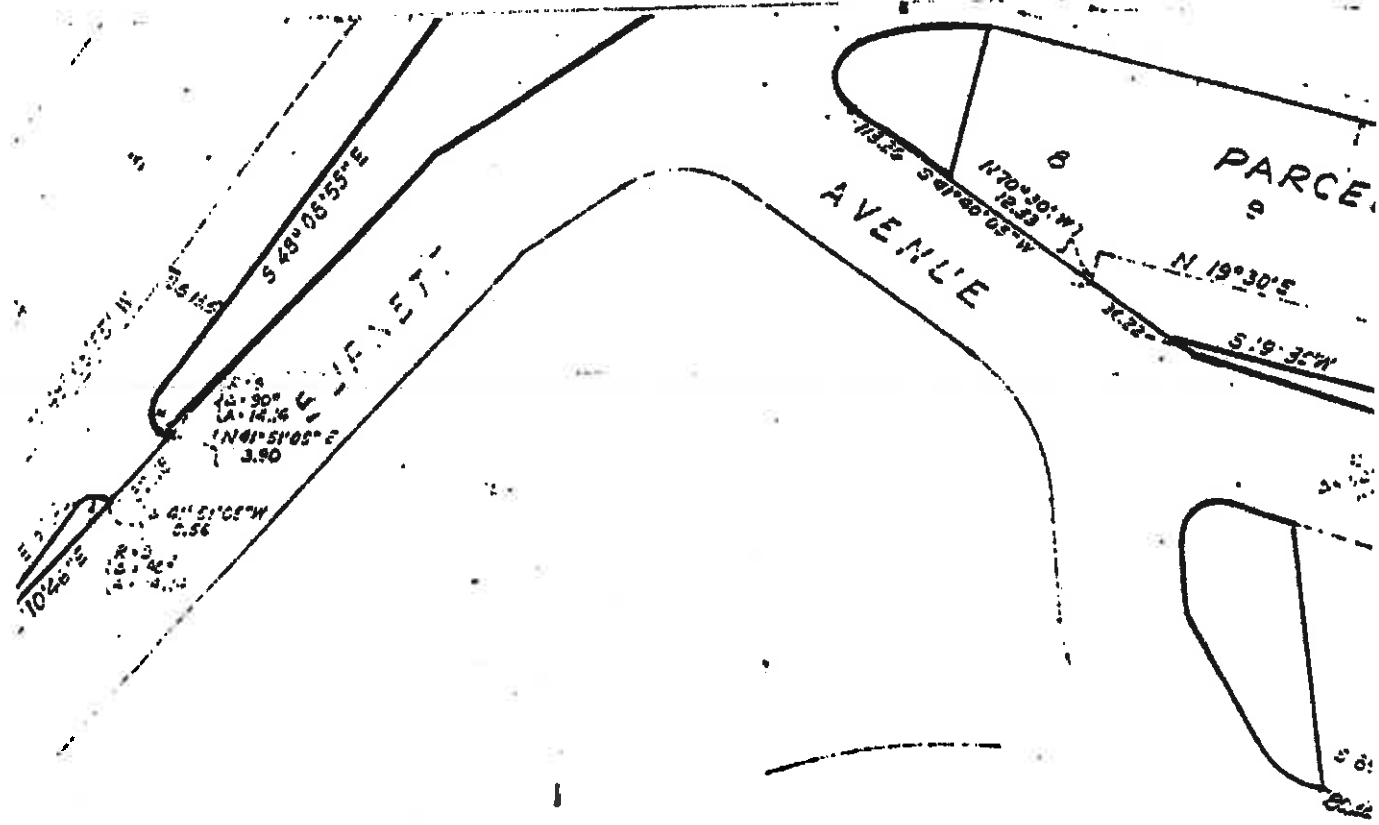
S 65° 04' 39" W





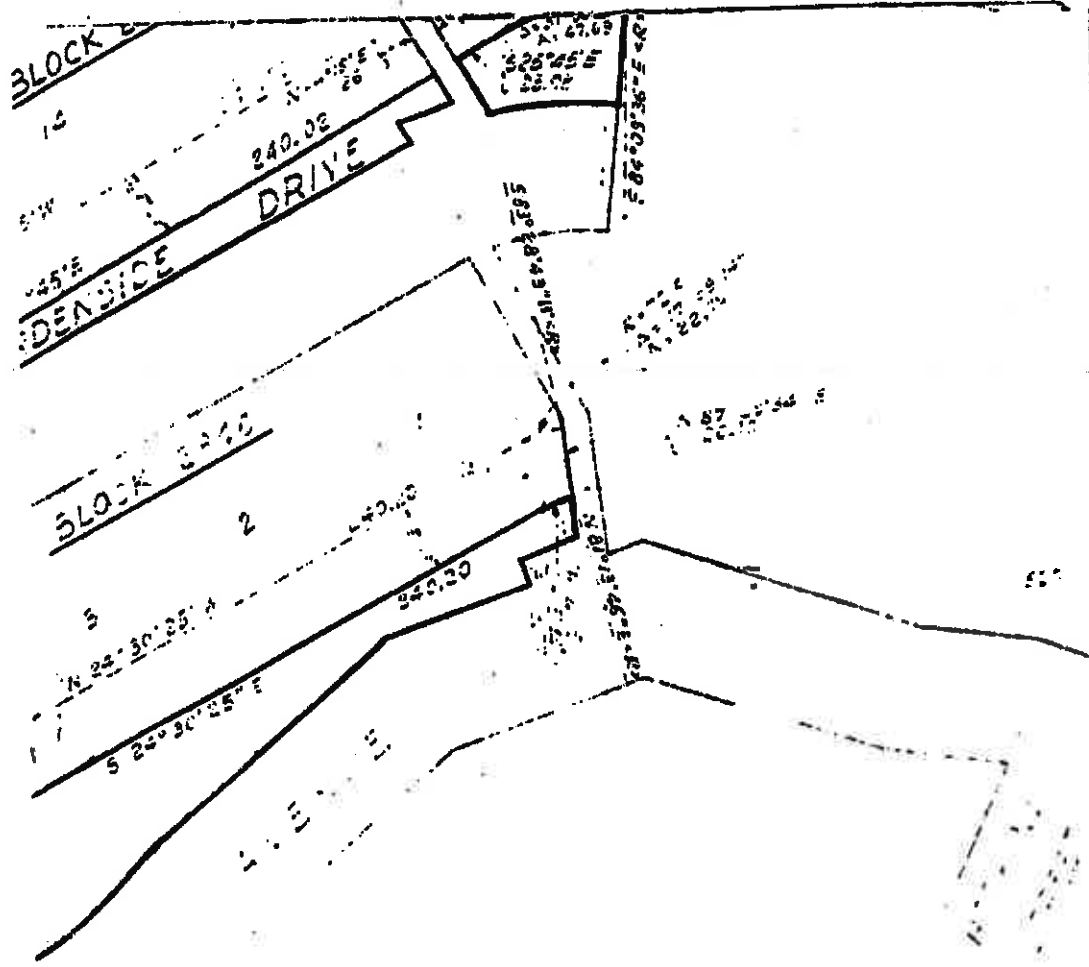
Gen.  
sh.





"General Planting Areas"  
shown in red





|  |  |                        |  |
|--|--|------------------------|--|
|  |  | <b>VISTA FRANCISCO</b> |  |
|  |  | INGRESS & EGRESS EASE  |  |
|  |  |                        |  |
|  |  |                        |  |
|  |  |                        |  |
|  |  |                        |  |
|  |  |                        |  |

# EXHIBIT E

Order No.  
Escrow No. PH272885  
Loan No.

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

WHEN RECORDED MAIL TO:

Giampaolo Bochetti  
955 Prague Street  
San Francisco, CA 94112

DOC - 98-0359319-00  
Acct 3-FIRST AMERICAN Title Company  
Friday, MAY 29, 1998 08:00:00  
RRC \$7.00|PAG \$3.00|MIC \$1.00  
STP \$2.00|TX3\$12,000.\*|  
Ptl Pd\$12,013.00 Nbr-000931451  
REEL H143 IMAGE 0005 ota/TD/1-3

DOCUMENTARY TRANSFER TAX \$ 12,000.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Computed on the consideration or value of property conveyed OR  
 Computed on the consideration or value less liens or  
encumbrances remaining at time of sale.

As declared by the undersigned Grantor  
Signature of Grantor or Agent determining tax - Print Name

Lot 3, Block 2048

### GRANT DEED

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

William Gee, Trustee and Myra Gee, Trustee of the Gee Family Revocable Trust Dated 9/14/92

hereby GRANT(S) to

Giampaolo Bochetti, a single man

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Dated May 21, 1998

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO )

On May 21, 1998 before me,

personally appeared William Gee, Trustee and Myra Gee, Trustee

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

Signature \_\_\_\_\_

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

William Gee  
William Gee, Trustee  
Myra Gee  
Myra Gee, Trustee



(This area for official notarial seal)

SUPPLEMENTAL

Order No. PH-272965-NR  
635931

The property in the City and County of San Francisco, State of California, described as follows:

PARCEL I:

Lot 5, Block 2845, VISTA FRANCISCO, SUBDIVISION NO. 1, filed December 28, 1962, in Map Book "T", Page 104, San Francisco County Records.

PARCEL II:

A NON-EXCLUSIVE PERPETUAL EASEMENT and right of way for ingress and egress for pedestrians and vehicles, appurtenant to Parcel I, as shown above, as reserved by Casitas Investment Company, in Deed dated September 16, 1963, recorded September 20, 1963, (A650 Official Records 856), over and along the following described parcel of land:

BEGINNING at a point on the southwesterly line of Burnett Avenue, distant thereon 42 Degrees 10'46" East 17.514 feet from its intersection with the southeasterly line of Lot 15, in Block 2845, as said Lot, Block and Avenue are shown on that certain map hereinabove referred to; thence along said southwesterly line of Burnett Avenue, south 42 Degrees 10'46" East 25 feet, and south 22 Degrees 02'18" East 14.16 feet; thence leaving said southwesterly line South 41 Degrees 51'05" West 17.17 feet; thence North 48 Degrees 08'55" West 432 feet; thence northwesterly, northerly and northeasterly on an arc of a curve to the right, tangent to the preceding course with a radius of 99.50 feet, a central angle of 63 Degrees 18'55", an arc distance of 109.95 feet; thence North 15 Degrees 10' East, tangent to the preceding curve 90.50 feet; thence North 19 Degrees 30' East 211.66 feet; thence northeasterly, northerly and northwesterly on an arc of a curve to the left, tangent to the preceding course with a radius of 212.50 feet, a central angle of 41 Degrees 30'46", an arc distance of 153.96 feet to the point on the southeasterly line of Vista Lane, as said Vista Lane is shown on that certain map herein above referred to; thence North 65 Degrees 04'39" East along said southeasterly line 26.03 feet to a point; thence southeasterly, southerly and southwesterly, on an arc of a curve to the right, the center of which bears South 67 Degrees 40'11" West 238.50 feet from the last mentioned point, with a radius of 238.50 feet, a central angle of 41 Degrees 49'49", an arc distance of 174.12 feet; thence South 19 Degrees 30" West tangent to the preceding curve 210.70 feet; thence South 15 Degrees 10' West 89.49 feet; thence southwesterly, southerly and southeasterly on an arc of a curve to the left, tangent to the preceding course with a radius of 73.50 feet, a central angle of 63 Degrees 18'53", an arc distance of 81.22 feet; thence South 48 Degrees 08'55" East, tangent to the preceding curve, 262 feet; thence southeasterly, easterly and northeasterly on an arc of a curve to the left, tangent to the preceding course with a radius of 9 feet, a central angle of 90 Degrees 00', an arc distance of 14.14 feet; thence North 41 Degrees 51'05" East, tangent to the preceding

\* \* \* DESCRIPTION CONTINUES ON FOLLOWING PAGE \* \* \*

SUPPLEMENTAL

Order No. PH-272955-NR

curve, 3.90 feet to the southwesterly line of said Burnett Avenue, hereinabove referred to; thence South 42 Degrees 10'46" East along said southwesterly line 32.13 feet; thence South 41 Degrees 51'05" West 0.56 feet; thence southwesterly, southerly and southeasterly on an arc of a curve to the left, tangent to the preceding course with a radius of 9 feet, a central angle of 90 Degrees 00', an arc distance of 14.14 feet; thence South 48 Degrees 08'55" East, tangent to the preceding curve, 82.42 feet to a point on the southwesterly line of said Burnett Avenue, hereinabove referred to and the point of beginning.

635931-

PARCEL III:

A NON-EXCLUSIVE PERPETUAL EASEMENT and right of way for ingress and egress for pedestrians and vehicles, appurtenant to Parcel I, shown above, as reserved by Casitas Investment Company, in Deed dated September 16, 1963, recorded September 20, 1963 (A650 of Official Records 856), over and along the following described parcel of land:

BEGINNING at a point on the northwesterly line of Vista Lane, as said Vista Lane is shown on that certain map of VISTA FRANCISCO, SUBDIVISION NO. 1, hereinabove referred to, distant thereon South 65 Degrees 04'39" West 190.01 feet from the southwesterly line of Partridge Drive, as said Drive is shown on the certain map hereinabove referred to; thence South 65 Degrees 04'39" West along said northwesterly line of Vista Lane 26 feet to a point; thence northwesterly on an arc of a curve to the left, the center which bears south 65 Degrees 17'22" West 212.50 feet from the last mentioned point, with a radius of 212.50 feet, a central angle of 0 Degrees 12'43", an arc distance of 0.79 feet; thence North 24 Degrees 55'21" West, tangent to the preceding curve, 226.20 feet; thence North 65 Degrees 04'39" East 26 feet; thence South 24 Degrees 55'21" East 40.70 feet; thence southeasterly, easterly and northeasterly on an arc of a curve to the left, tangent to the preceding course, with a radius of 12.50 feet, a central angle of 90 Degrees 00", an arc distance of 19.63 feet; thence North 65 Degrees 04'39" East 5.99 feet to a point on said southwesterly line of Partridge Drive; thence southeasterly along said southwesterly line of an arc of a curve to the right, the center of which bears 62 Degrees 23'20" West 1975 feet from the last mentioned point, with a radius of 1975 feet, a central angle of 0 Degrees 55'44", an arc distance of 32.02 feet; thence leaving said southwesterly line of Partridge Drive and running South 65 Degrees 04'39" West 6.14 feet; thence southwesterly, southerly and southeasterly on an arc of a curve to the left, tangent to the preceding course, with a radius of 13.60 feet, a central angle of 90 Degrees 00', an arc distance of 21.35 feet; thence South 24 Degrees 55'21" East, tangent to the preceding curve, 127.41 feet; thence southeasterly on an arc of a curve to the right, tangent to the preceding course with a radius of 238.50 feet, a central angle of 0 Degrees 11'20", an arc distance of 9.79 feet to the northwesterly line of Vista Lane and the point of beginning.

EXHIBIT "A"

# EXHIBIT F



6.

West's Ann.Cal.Civ.Code § 1468

**§ 1468. Covenants running with land of both covenantor and covenantee; successive owners**

**Currentness**

Each covenant, made by an owner of land with the owner of other land or made by a grantor of land with the grantee of land conveyed, or made by the grantee of land conveyed with the grantor thereof, to do or refrain from doing some act on his own land, which doing or refraining is expressed to be for the benefit of the land of the covenantee, runs with both the land owned by or granted to the covenantor and the land owned by or granted to the covenantee and shall, except as provided by Section 1466, or as specifically provided in the instrument creating such covenant, and notwithstanding the provisions of Section 1465, benefit or be binding upon each successive owner, during his ownership, of any portion of such land affected thereby and upon each person having any interest therein derived through any owner thereof where all of the following requirements are met:

- (a) The land of the covenantor which is to be affected by such covenants, and the land of covenantee to be benefited, are particularly described in the instrument containing such covenants;
- (b) Such successive owners of the land are in such instrument expressed to be bound thereby for the benefit of the land owned by, granted by, or granted to the covenantee;
- (c) Each such act relates to the use, repair, maintenance or improvement of, or payment of taxes and assessments on, such land or some part thereof, or if the land owned by or granted to each consists of undivided interests in the same parcel or parcels, the suspension of the right of partition or sale in lieu of partition for a period which is reasonable in relation to the purpose of the covenant;
- (d) The instrument containing such covenants is recorded in the office of the recorder of each county in which such land or some part thereof is situated.

Where several persons are subject to the burden of any such covenant, it shall be apportioned among them pursuant to Section 1467, except that where only a portion of such land is so affected thereby, such apportionment shall be only among the several owners of such portion. This section shall apply to the mortgagee, trustee or beneficiary of a mortgage or deed of trust upon such land or any part thereof while but only while he, in such capacity, is in possession thereof.

See *Kapner v. Meadowlark Ranch Ass'n*, 116 Cal. App. 4th 1182, 1185-86, 11 Cal. Rptr. 3d 138 (2d Dist. 2004).

More about practical effect of statute. Land was not named specifically, but parcel was, and land was within that parcel.

GENERAL CONDITIONS

CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS IN ACCORDANCE WITH THE PERMITS AND AS REQUIRED BY THE LOCAL AND STATE CODES AND CALIFORNIA ADMINISTRATIVE CODE, TITLE 24, (CALIFORNIA GREEN BUILDING CODE), REGULATIONS...

SCOPE OF WORK

PERMIT TO CONSTRUCT AND CONSTRUCTION OF A FOUR UNIT RESIDENTIAL 'BROWNSTONE' BUILDING ON A STEEP, IRREGULAR LOT.

PLANNING DEPARTMENT NOTES: PROJECT 13042003070 Creative Drive, San Francisco, CA 94115. PARCEL A (2) W BUILDING, Irregular Lot Dimensions: 17'-6" (E/W) x 127'-6" (S/N) 1.6-4" (S) Total Lot Area: 6,317 SQ.FT. Area within lot width of 20'-0" or greater: 5,778 SQ.FT.

PARCEL B (EXISTING BUILDING): 11,300 SQ.FT. EXISTING BUILDING: 4 UNIT RESIDENTIAL BUILDING. FOUR-UNIT BUILDING: 40' X 60' X 10'. NUMBER OF DWELLING UNITS: One Dwelling Unit per 800 SQ.FT. of lot area allowed.

PARCEL A: 1 Dwelling Unit allowed; 4 Dwelling Units proposed. PARCEL B: 14 Dwelling Units allowed; 14 Dwelling Units existing to remain. USABLE OFFICE SPACE: 100 SQ.FT. of private usable outdoor open space required per unit. Unit 1: 250 SQ.FT. provided; Unit 2 & 3: 100 SQ.FT. provided; Unit 4: 1,000 SQ.FT. provided.

REQUIREMENTS: Roof Yard setbacks: 45% of lot depth or reduction based upon average of adjacent buildings required. Average of adjacent buildings provided. Total Yard Setback: 15% of lot depth or reduction based upon average of adjacent buildings required. Average of adjacent buildings provided.

PLUMBING FIXTURE UNITS: Unit One: 555 SQ.FT.; Unit Two and Three: 560; Unit Four: 565. TOTAL GROSS AREA: 1,680. PLUMBING: Unit One: 1,700 SQ.FT.; Unit Two: 1,500; Unit Three: 1,000; Unit Four: 200. TOTAL GROSS AREA: 4,400. TOTAL PLUMBING AREA: 4,400 SQ.FT.

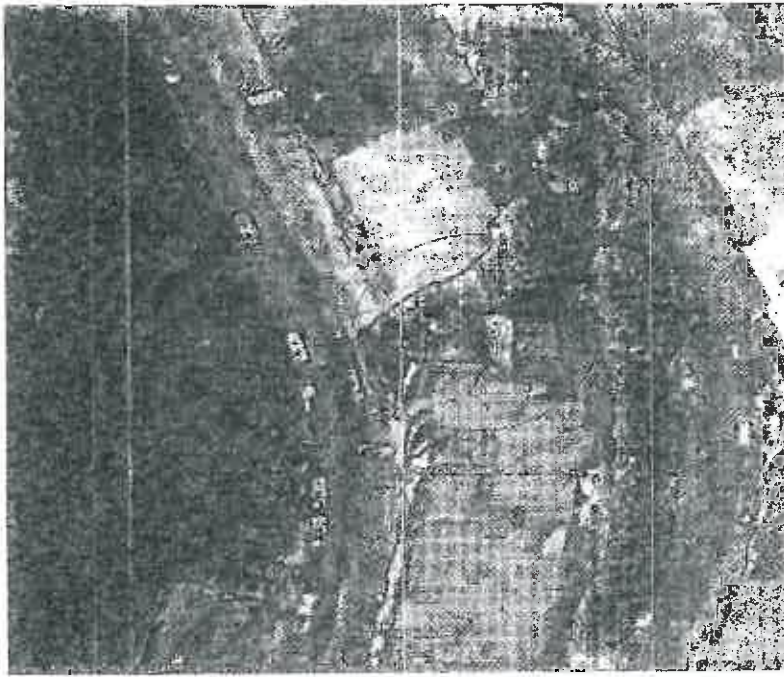
NOTHING PRESENTS COMMERCIAL

2007 California Building Code with San Francisco Amendments; 2007 California Mechanical, Electrical and Plumbing Code with San Francisco Amendments; 2007 San Francisco Fire Code; 2007 San Francisco Housing Code; 2007 California Energy Code / Title 24. FOUR (4) UNIT BUILDING: Three-story Building following grade, 4 story maximum each story. COMM. RUCHIOT TPB: Three Building, 4 story building, 1700 MA, one-hour fire-rated exterior wall. OCCUPANCY CLASSIFICATION: Mixed Use per sec. 508.1 Group R-2 + Group U private garage. OCCUPANT LOAD: Two means of egress is required. Two means of egress is provided for each unit at exit level (1) original (1) as above per sec. 101.12.1.1 e) option C.

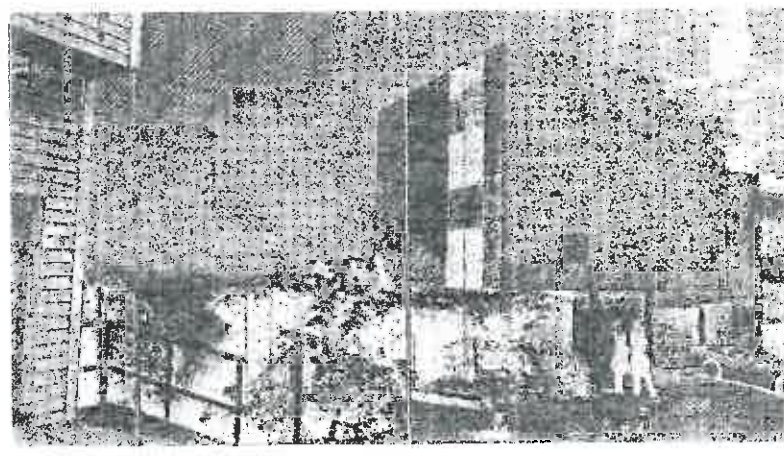
NEW STREET IMPROVEMENTS NOTES

PERMITS/REGULATIONS REQUIRED: CALL 354-1100 TO ARRANGE APPOINTMENT FOR INSPECTOR. CUTNAIL SIDE WALK SLOPE IS 1" PER FOOT RISE FROM CURB GRADE TO PROPERTY LINE. ALL STAIRS, BOTH EXTERIOR AND INTERIOR, SHALL MEET SIDEWALK GRABBAR. ALL RAMP AND WALKWAY SURFING SHALL BE IN ACCORDANCE WITH ADA. ALL RAMP AND WALKWAY SURFING SHALL MEET ADA. ALL RAMP AND WALKWAY SURFING SHALL MEET ADA.

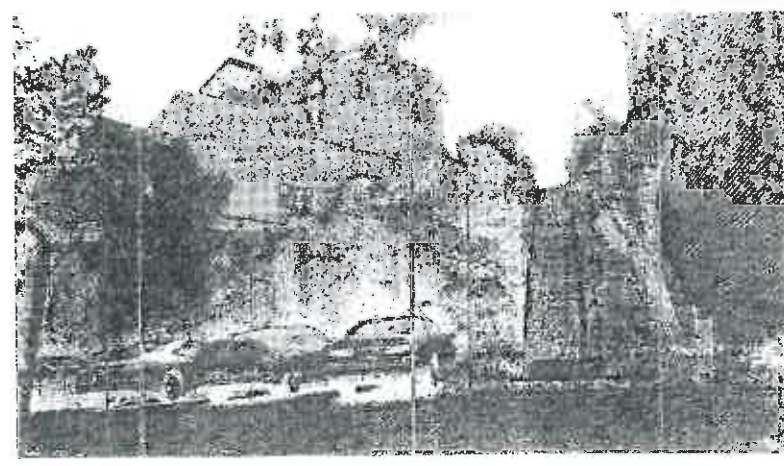
PHOTOS



AERIAL VIEW

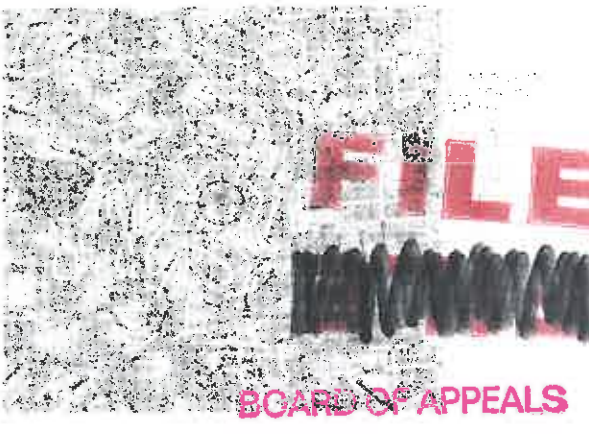


EXISTING BUILDING FROM STREET



BASEMENT DRIVEWAY VIEW (LOOKING N)

LOCATION MAP



- DRAWING INDEX: A-100 COVER SHEET, A-101 SITE / ROOF PLAN, A-102 BASEMENT FLOOR PLAN, A-201 FIRST FLOOR PLAN, A-202 SECOND FLOOR PLAN, A-203 THIRD FLOOR PLAN, A-204 FOURTH FLOOR PLAN, A-205 FIFTH FLOOR PLAN, A-301 WEST STREET ELEVATION, A-302 WEST ELEVATION W/ADJACENT BLDGS, A-303 NORTH/STAIRS ELEVATION, A-304 EAST ELEVATION, A-305 EAST ELEVATION W/ADJACENT BLDGS, A-306 SOUTH ELEVATION, A-307 SECTION AA, A-401 BLOCK VIEW PHOTOS, A-402 ADJACENT BUILDINGS FROM ABOVE PHOTOS, A-403 ADJACENT BUILDINGS FROM SIDE PHOTOS, A-404 AERIAL VIEW, A-405 ISOMETRIC VIEW, A-406 DIGITAL MODEL, A-407 SITE DIGITAL MODEL PHOTOGRAPHIC, A-408 PROJECT RENDERINGS, A-409 CONCEPT LANDSCAPE PLAN + ISOMETRIC, A-410 CONCEPT LANDSCAPE RENDERINGS

APPROVED: [Signature] JUN 10 2013 DATE OF PUBLISHING: JUN 10 2013. PROJECT NO: 2012.08599-D. PERMIT NO: 2013.08599-D.

architectural logo for 'arch' with contact information: 1331 Harrison Street, San Francisco, CA 94103. (415) 858 8780 Voice, (415) 858 8758 FAX.



COVER SHEET: 11/24/12 FINAL SET PER PUBLIC HEARING PLANNING COMMISSION APPROVAL. 12/20/12 DR SET. 5/12/13 PER NOTICE OF PLANNING RECS OF 12/2/04. DATE: 12/9/08. SCALE: NTS. A-100.

Handwritten notes on the right margin: '2012.08599-D' and other illegible scribbles.

NOTES:  
DIMENSIONS AND LOT AREA REFLECT ACTUAL DIMENSIONS PER  
SURVEYOR'S CLOSURE CALCULATIONS

**APPROVED**  
Seal of Building Insp.

JAN 15 2016  
F. C. 16  
ALVARO DE  
DEPT. OF BUILDING INSPECTION

DATE: 01/15/2016

REVISION:  
REV 07/2016  
THIS REVISION CORRECTS THE  
MISPLACED DIMENSIONS AND  
CORRECTS THE AREA CALCULATION



Short Title:

NEW UNIT BUILDING

20 GREEN LANE UNIT  
SAN FRANCISCO  
PROJECT AND LOT  
NO. 1520

Revisions:

- 1
- 2
- 3
- 4

5/12/15  
PER NOTICE OF PLANNING  
REQ. 15.2 OF

Date:

1/15/16

Scale:

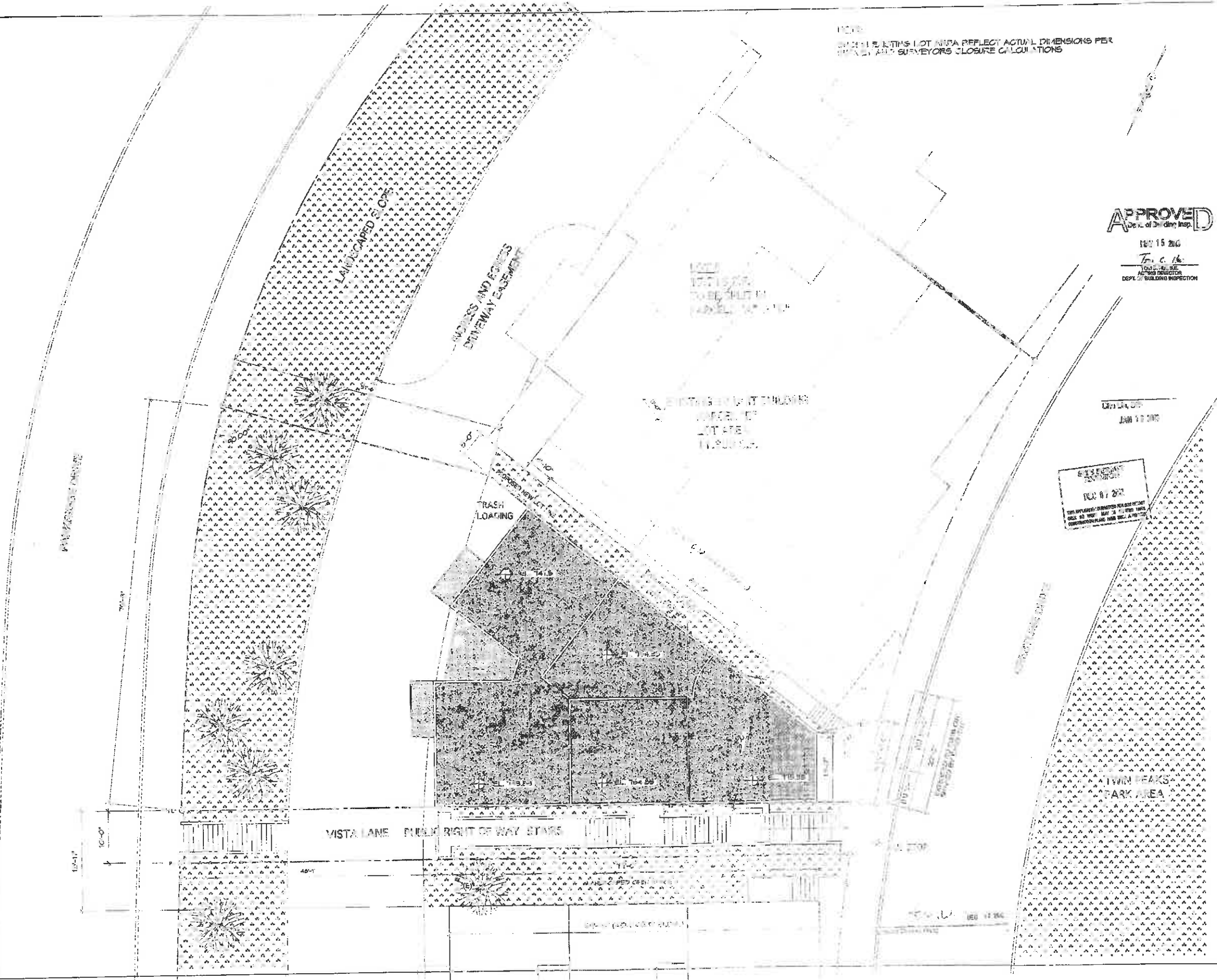
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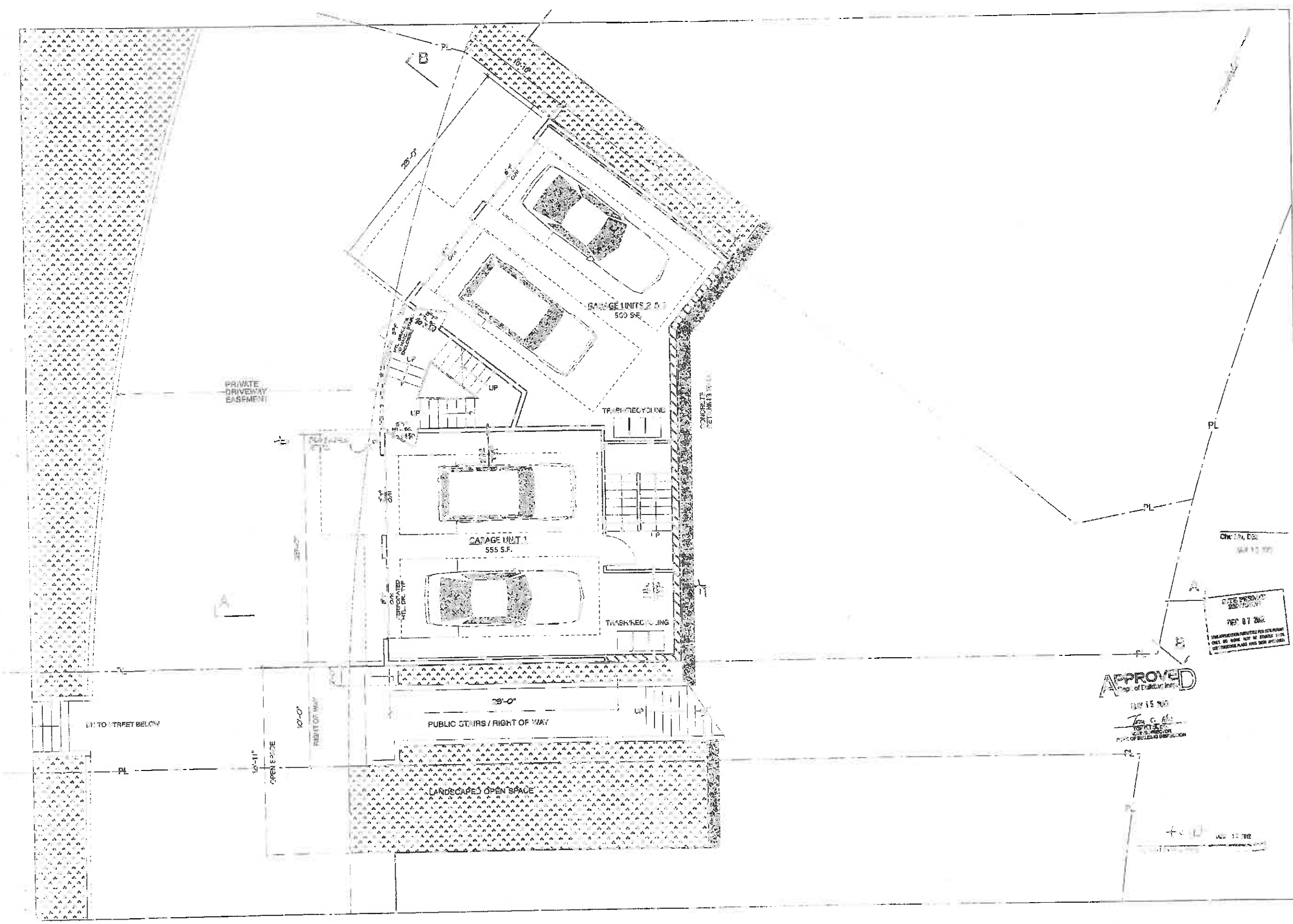
A-200  
ci sheets

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leonardi@leonardi.com

SANTOS SURRUTIA  
REGISTERED PROFESSIONAL ENGINEER  
200 GREEN LANE UNIT  
SAN FRANCISCO, CA 94102  
PROJECT AND LOT NO. 1520  
DATE: 01/15/2016





**27 LARSEN**

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 San Francisco, CA 94103  
 (415) 867 7580  
 (415) 872 9786 Fax

**REGISTERED PROFESSIONAL ARCHITECT**  
 STATE OF CALIFORNIA

Sheet Title: **BASEMENT FLOOR PLAN**

Project: **NEW 4 UNIT BUILDING  
 20 CORTELLI DRIVE PLANE  
 SAN FRANCISCO  
 BLOCK 2006 LOT 2  
 PARCEL A**

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

DATE: **12/2/08**

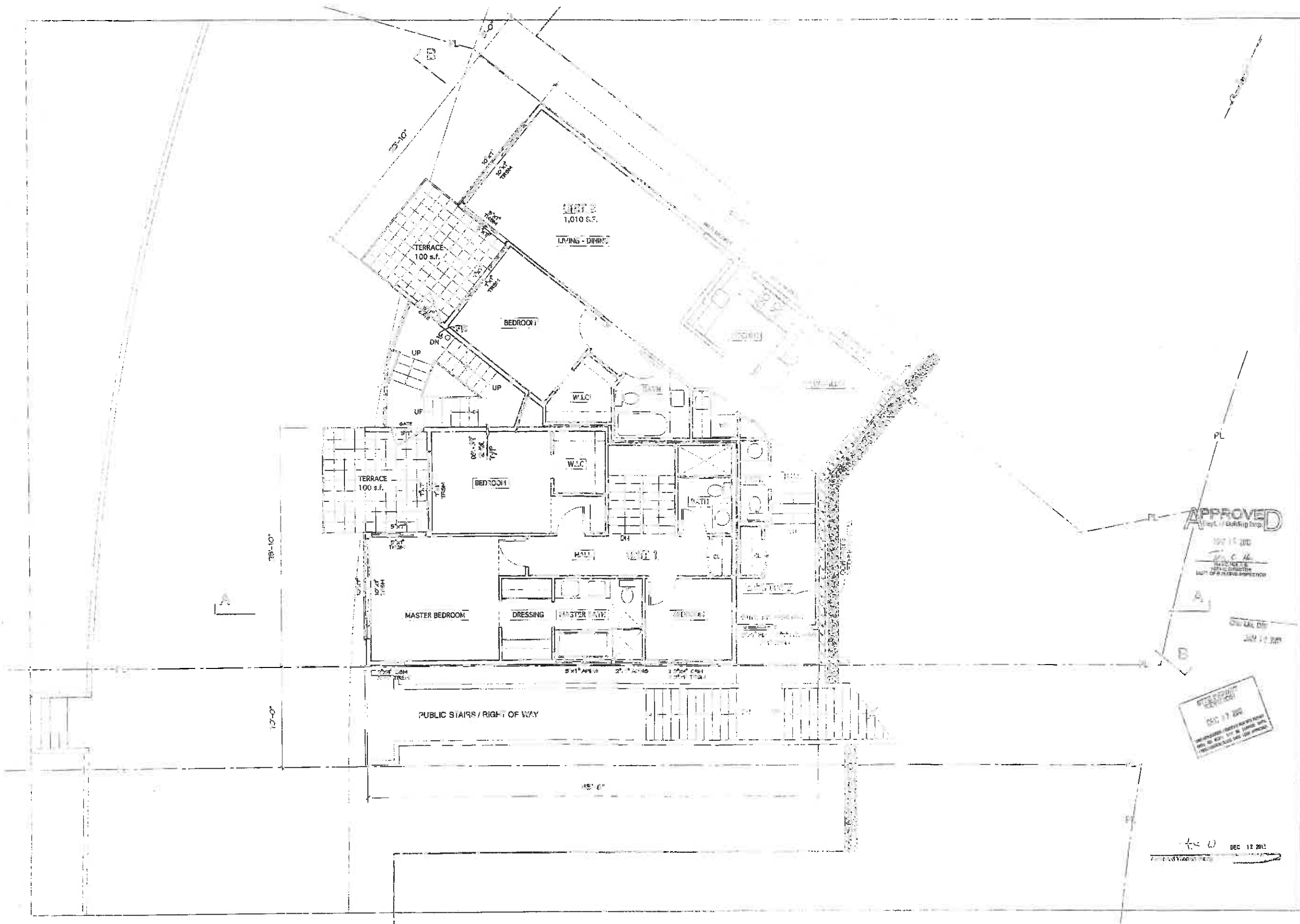
**APPROVED**  
 Insp. of Building Dept.

**REVISED**  
 12/15/08  
 FOR 4 UNIT LAYOUT  
 PER NOTICE OF PLACING  
 REG TO P 12/12/08

**DATE:** 12/2/08

**SCALE:** 1/4" = 1'-0"

**A 201**



ZULPHER ARCH  
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 www.leonardoarchitects.com

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 San Francisco, CA 94102  
 (415) 774-1100  
 www.santosurbel.com



Rev. 11/12

FIRST FLOOR  
 PLAN

NEW 4 UNIT BUILDING  
 TO BE BUILT ON THE  
 OLD PARCELS  
 BLOCK 23-03 LOT 2  
 SACRAMENTO, CA

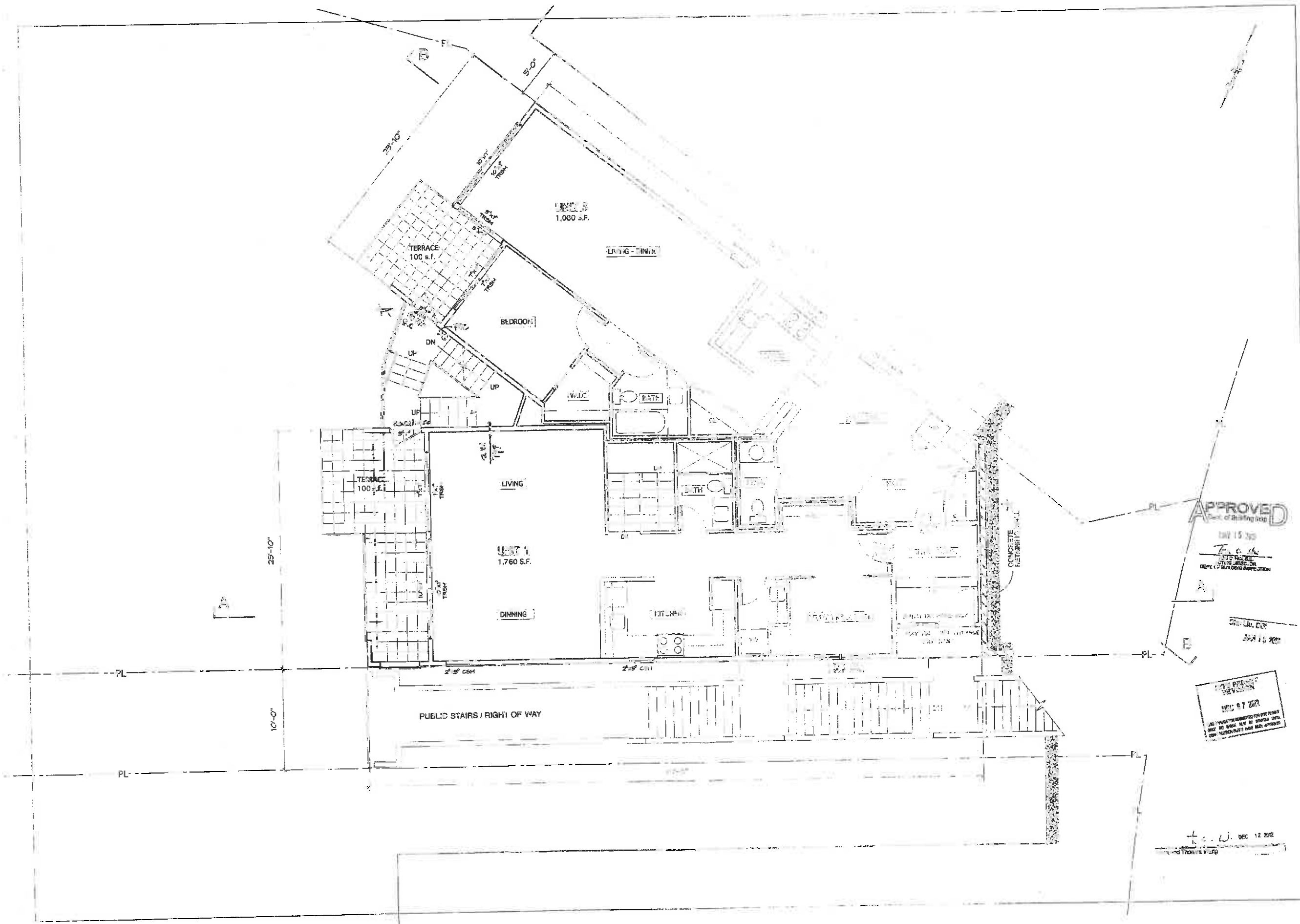
APPROVED  
 Dept. of Building Dept.  
 1001 15 310  
 J. C. H.  
 SACRAMENTO  
 DEPT. OF BUILDING DEPARTMENT

REVISION  
 DEC 17 2012  
 REVISIONS FOR PERMITS  
 PER NOTICE OF PLANNING  
 REVISIONS 12/2/09

- Rev. 11/12
- ▲ 6/15/10
  - ▲ 4 UNIT LAYOUT
  - ▲ 3/12/10
- PER NOTICE OF PLANNING  
 REVISIONS 12/2/09
- Date: 12/2/10  
 Scale: 1/4"=1'-0"

DEC 12 2012

A-202



**APPROVED**  
 Dept. of Building Inspection  
 DIVISION 15  
 DATE 12/15/10  
 FOR THE  
 CITY OF SAN JOSE, CA  
 DEPT. OF BUILDING INSPECTION

**NO PERMIT  
 REVISION**  
 DEC 07 2010  
 NO PERMIT IS ISSUED FOR PERMITTED  
 ONLY NO WORK MAY BE STARTED UNTIL  
 THE PERMIT HAS BEEN APPROVED

12/15/10  
 DEC 12 2010  
 Thomas V. Jupp

architect  
 1071 Hamilton Street  
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 (415) 812 9788

LEO A. DODD ARCHITECTS  
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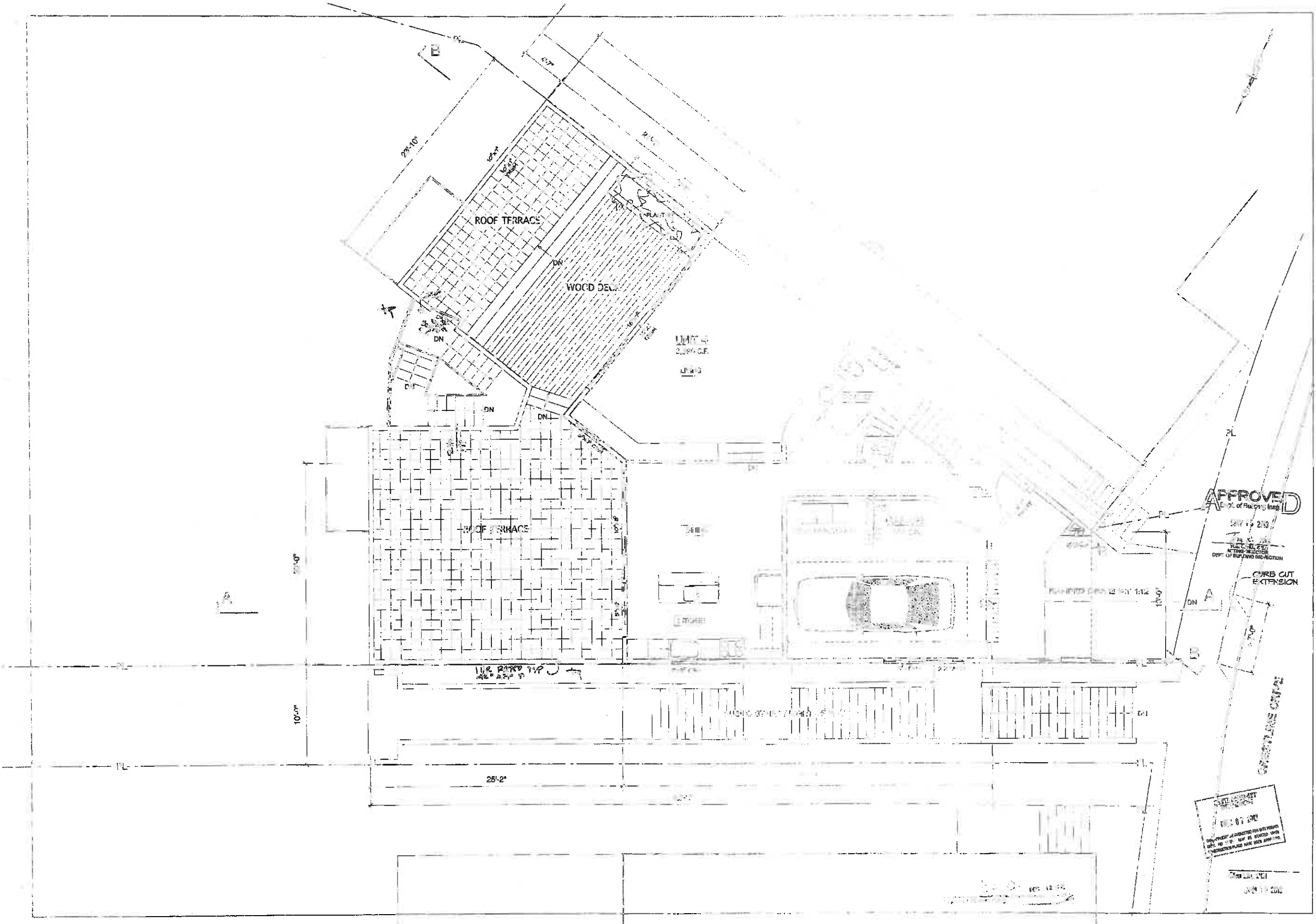
Sheet 1 of 1

GROUND FLOOR  
 PLAN

Project:  
 NEW 4 UNIT BUILDING  
 700 WESTLINE DRIVE  
 SAN JOSE, CA 95128  
 PROJECT NO. 1010

- Revisions:
- ▲ 6/15/10  
4 UNIT LAYOUT
  - ▲ 5/12/10  
PER NOTICE OF PERMITS  
REC'D 12/2/10
  - 12/15/10
- Scale: 1/4"=1'-0"

**A-203**  
 of 20000



**APPROVED**  
 City of Berkeley  
 MAY 15 2010  
 12:00 PM  
 PLANNING DEPARTMENT  
 DEPT. OF PUBLIC WORKS

**CURB CUT EXTENSION**

**CONTRACT**  
 100-01-200  
 100-01-200  
 100-01-200

BY ARCHITECT  
**arch**  
 1331 Lombard, Suite 100  
 Berkeley, CA 94704  
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**L**  
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SAN FRANCISCO  
**ENGINEERS**  
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 (415) 774-1101 Fax



Sheet No.

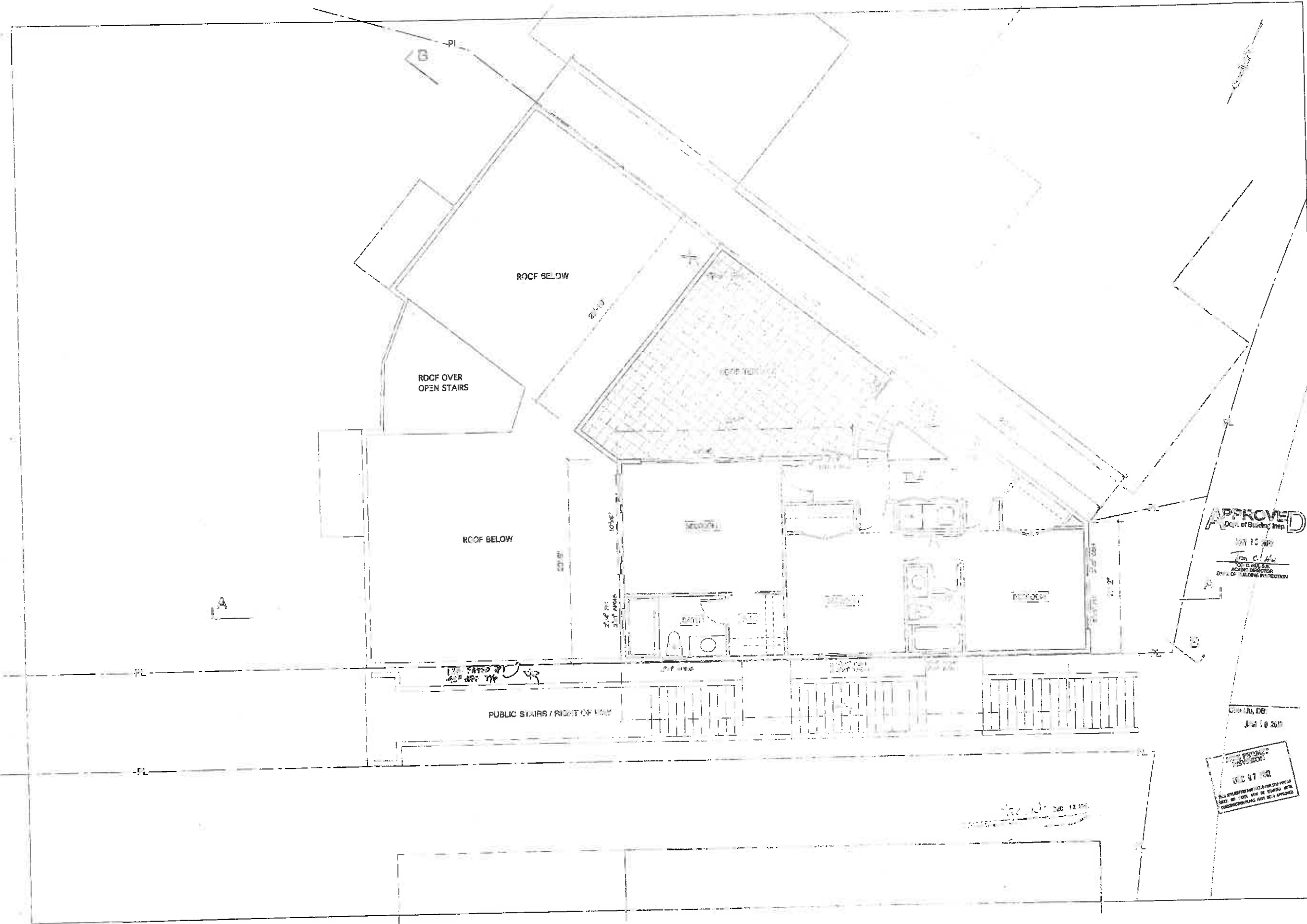
THIRD FLOOR  
 PLAN

NEW CURB CUT EXTENSION  
 TO EXISTING DRIVE  
 SAN FRANCISCO  
 PROJECT NO. 100-01-200  
 DATE: 05/15/10

Revisions:  
 6/15/10  
 4 INT'L YGLT  
 8/10/10  
 PER NOTICE OF PLANNING  
 REG. OF 12/2/09  
 Date: 12/2/09  
 Scale: 1/8"=1'-0"

**A 204**  
 of 1 sheets





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 FAX: (415) 398-7750  
 Email: info@santosuffelia.com



Sheet Title:

**FOURTH FLOOR PLAN**

NEW 4 UNIT BUILDING  
 TO EXISTING FRAME  
 SAN FRANCISCO  
 ALTON AND LOT 3  
 PARCELA

Revisions:

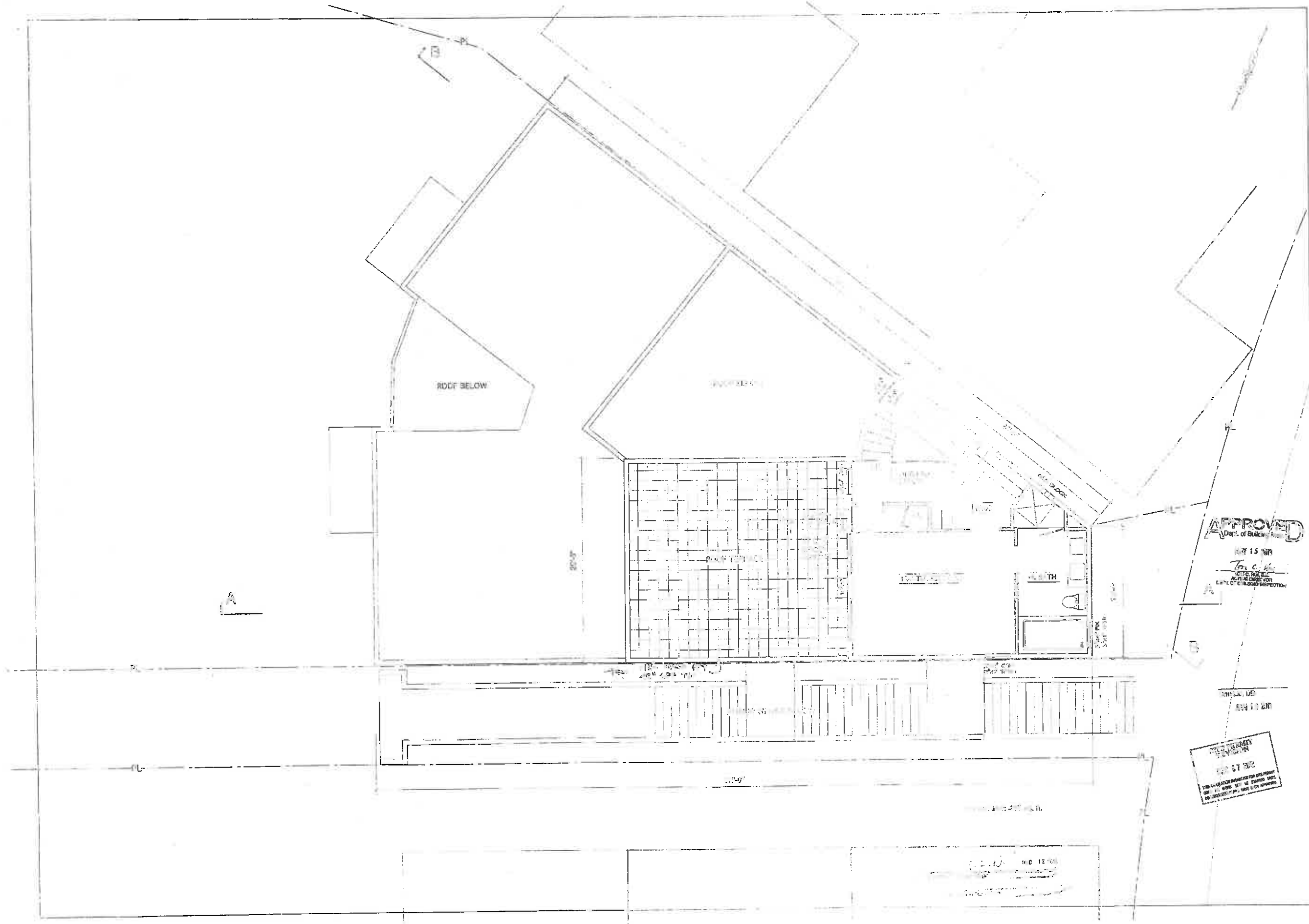
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| 1 | 6/15/10                               | INT LAYOUT |
| 2 | 8/12/10                               |            |
| 3 | PER NOTICE OF PLANING REGS OF 12/2/04 |            |

Date: 12/3/08  
 Scale: 1/4"=1'-0"

**APPROVED**  
 Dept. of Building Insp.  
 10/10/08  
 CH. C. CHEN  
 CHIEF ENGINEER  
 DIVISION OF BUILDING INSPECTION

**U.S. 07 02**  
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 OTHERWISE BY THE REGISTERING  
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ENGINEERS  
2101 Market Street, Suite 110  
San Francisco, CA 94114  
TELEPHONE (415) 398-1722  
FAX (415) 398-1723



Steel Title

**APPROVED**  
May 15 2010  
For C. K.  
CITY ENGINEER  
CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS

14TH FLOOR  
PLAN

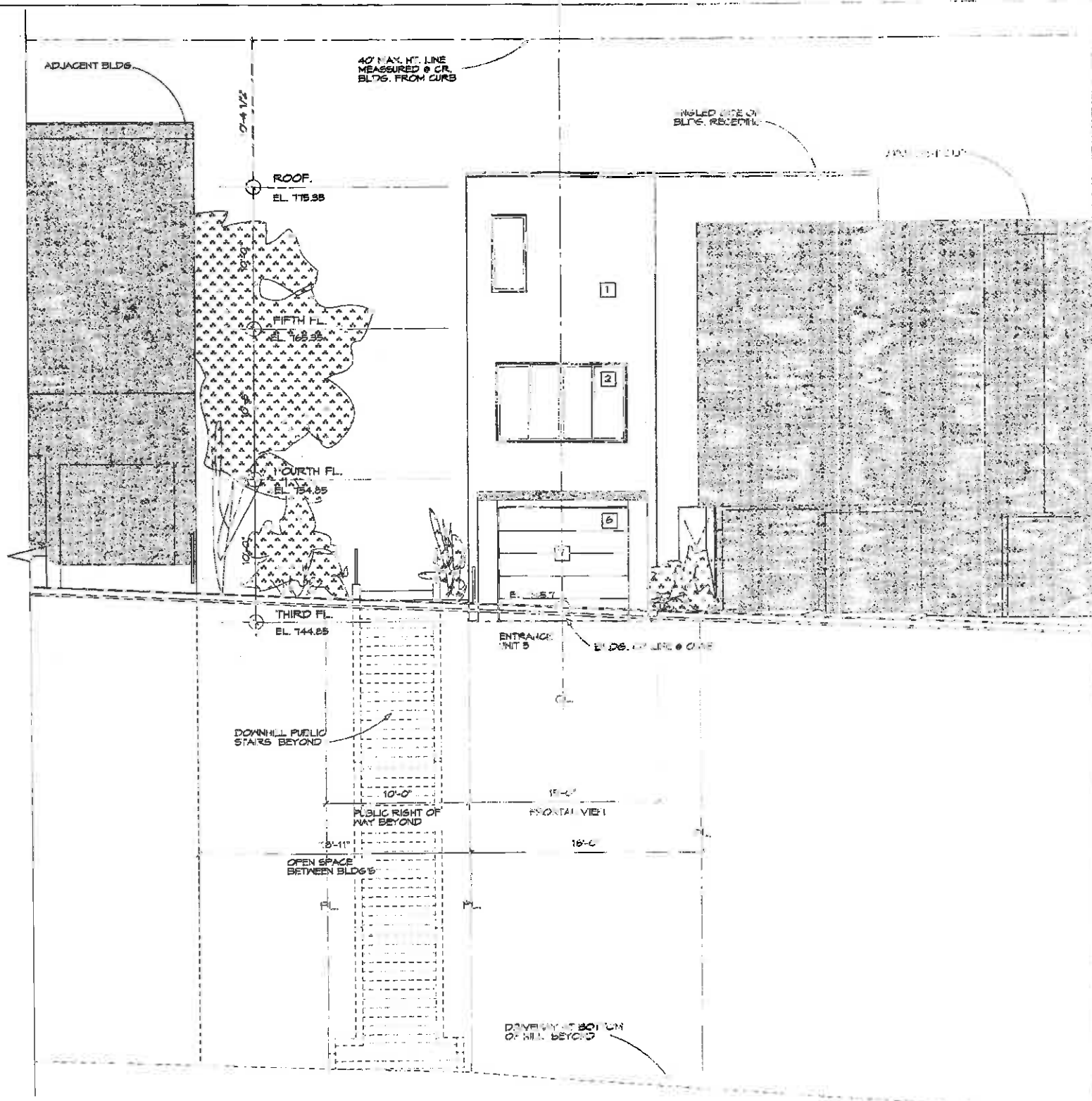
Project:  
NEW & REEVALUATE  
THE CHRISTLINE TOWER  
SAN FRANCISCO  
BLOCK 2245 LOT 10  
REDEVELOP

Rev. Log:  
 6/18/10  
 4-14-11 LAYOUT  
 3/12/10  
 PRELIMINARY PLAN'S  
 RECORD 12/2/04  
 Date: 12/3/08  
 Scale: 1/4"=1'-0"

PRELIMINARY  
REVISION  
NO. 07 002  
THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNLESS APPROVED BY THE CITY ENGINEER.

A-206

of sheets



- FINISHES AND MATERIALS**
1. 5 COAT CEILING PLASTER/STUCCO (TYPICAL COLOR FIN. (TYP))
  2. FINISHED ALUM. WINDOWS AND DOORS (TYP)
  3. ANODIZED ALUM. DECORATIVE GRATE 31 HEIGHT OF OPEN STAIRS
  4. ANODIZED ALUM. DECORATIVE GRATE EXTERIOR WALLS
  5. ANODIZED ALUM. TRIM
  6. PERFORATED ALUMINUM PANEL SECTIONAL GARAGE DOOR
  7. RECESSED ENTRANCE PORCH
  8. BRICK BLOCK (TYPE) (SEE TYP)
  9. REINFORCED CONCRETE WALL

**APPROVED**  
City of California

12/17/06  
Tom C. Ho  
CITY ENGINEER  
CITY OF CALIFORNIA

CANLIN DEI  
12/19/06

12/17/06  
12/19/06  
12/19/06

**ZALMEYERS**  
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1131 Harrison Street  
Berkeley, CA 94705  
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**LEONARDO ZALMEYER**

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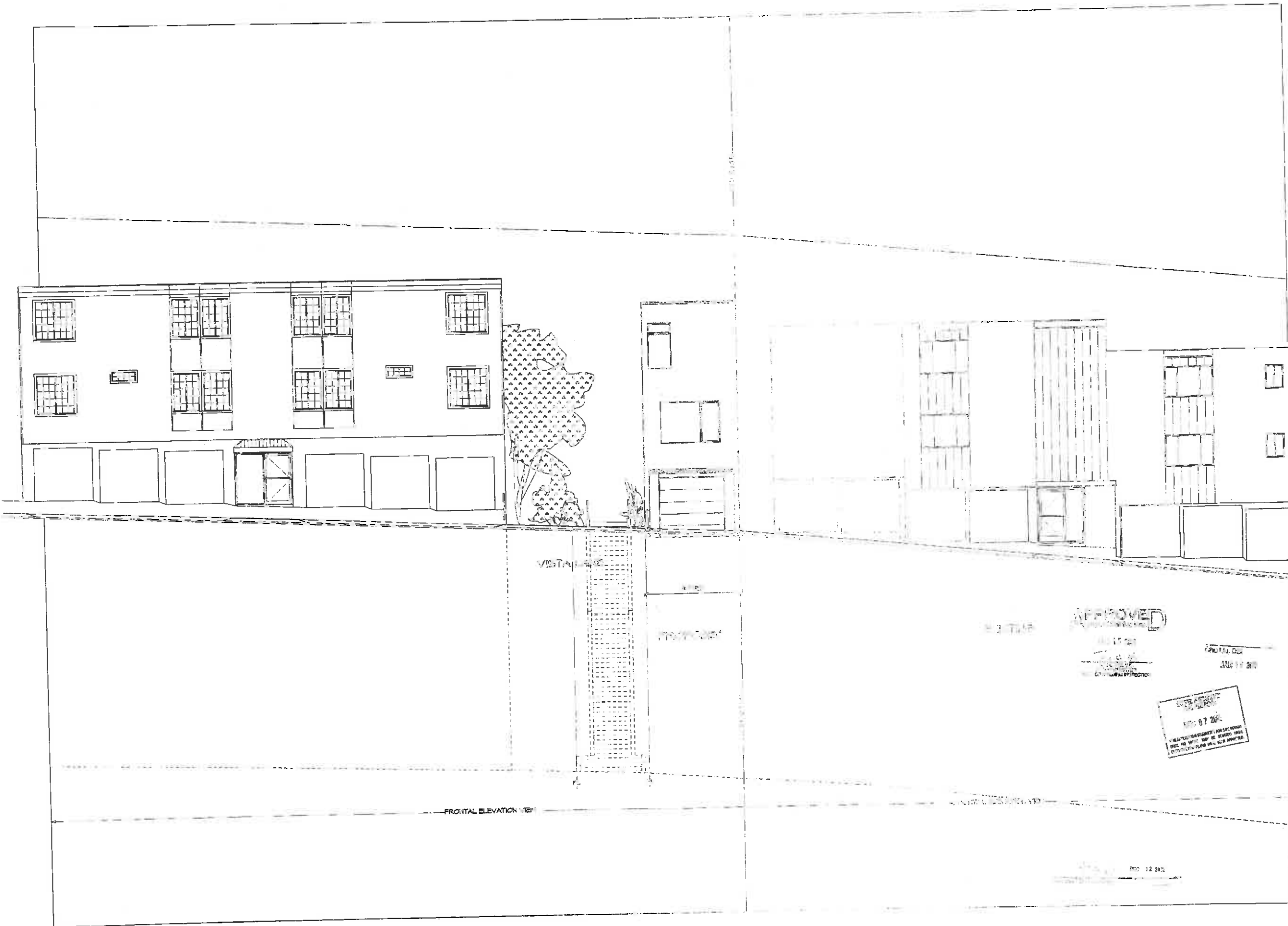
**WEST ELEVATION**

Project:  
704 WESTLINE DRIVE  
SAN FRANCISCO  
SLOAN VALLEY LOT 1  
PERMITS

Revisions:

|   |          |               |
|---|----------|---------------|
| 1 | 6/15/06  | 4 UNIT LAYOUT |
| 2 | 12/7/06  |               |
| 3 | 12/19/06 |               |

**A-301**  
of sheets



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 SAN FRANCISCO, CA 94116  
 TEL: (415) 774-7722  
 FAX: (415) 774-7722



WEST CANTON  
 WEST CANTON  
 WEST CANTON  
 WEST CANTON

APPROVED  
 JUL 15 2011  
 [Signature]  
 CITY PLANNING DEPARTMENT  
 SAN FRANCISCO

JUL 15 2011

REVISION  
 NO. 07 2011  
 ALL REVISIONS MUST BE MADE FROM  
 THIS SHEET AND MUST BE NUMBERED  
 AND DATED. REVISIONS MUST BE  
 APPROVED BY THE ARCHITECT.

WEST CANTON  
 TO SUPERVISOR  
 SAN FRANCISCO  
 12/3/08  
 12/3/08

Revisions:  
 1/ 8/10/10  
 PER NOTICE OF PLANNING  
 REQUEST 12/3/08  
 DATE: 12/3/08  
 BY: [Signature]

A-01.0  
 ci Jheola

LINE 100' FROM FRONT PROPERTY LINE

ROOF  
EL. 175.83

FIFTH FL.  
EL. 165.85

FOURTH FL.  
EL. 154.85

THIRD FL.  
EL. 144.85

SECOND FL.  
EL. 133.85

FIRST FL.  
EL. 123.85

PRIVATE DRIVEWAY EASEMENT

EASEMENT  
EL. 112.85

MIN. STEP SETBACK  
IN FACE OF ADJACENT  
BLDG. IN FOREORD

MIN. STEP SETBACK  
IN FACE OF ADJACENT  
BLDG. IN FOREORD

OPEN STAIRS ROOF  
BEYOND

ONESTRIP DRIVE

MIN. HT. @ CR  
OF BLDG.

APPROVED

DATE: 10/12/08  
BY: [Signature]  
CITY OF SAN FRANCISCO  
DEPT. OF PUBLIC WORKS

DATE: 10/12/08

REVISIONS

| NO. | DESCRIPTION   |
|-----|---------------|
| 1   | 4 UNIT LAYOUT |
| 2   | 10/13/08      |
| 3   | 10/13/08      |

A-302  
of sheet

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San Francisco, CA 94102  
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(415) 862-8788 Fax

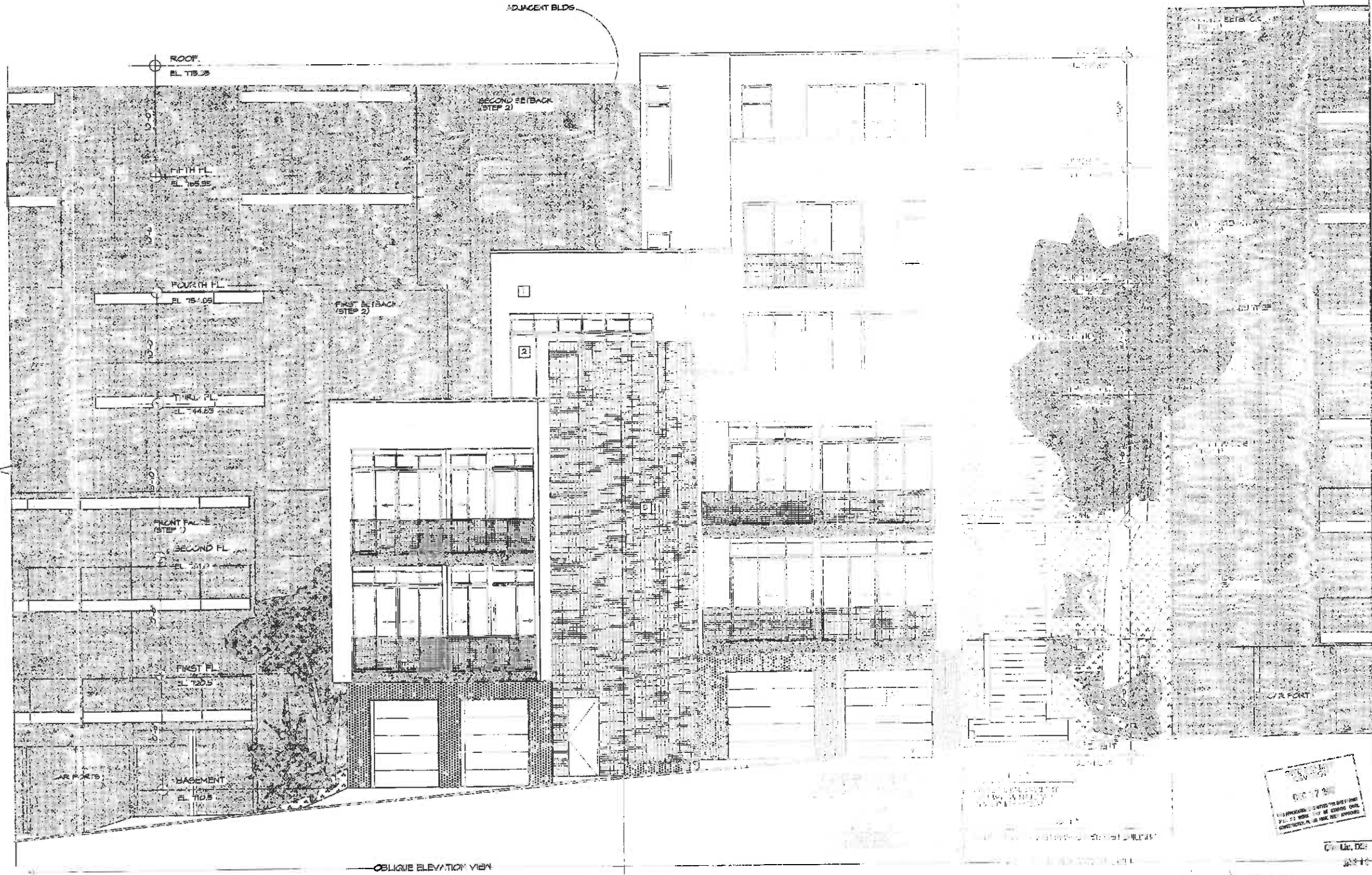


PROFESSIONAL ENGINEER  
No. 108,841  
Exp. 12-14  
CIVIL  
STATE OF CALIFORNIA

REVISIONS  
NO. 1  
DATE: 10/12/08  
DESCRIPTION: 4 UNIT LAYOUT

NO. 1  
DATE: 10/12/08  
DESCRIPTION: 4 UNIT LAYOUT

A-302  
of sheet



STUDIO ARCH  
321 Horton Ave.  
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ARCHITECTS  
ARCHITECTS

LEONARDO ARCHITECTS  
ARCHITECTS  
ARCHITECTS



LEONARDO ARCHITECTS  
ARCHITECTS

NEW COUNTY BUILDING  
BY CREATED BY  
CONTRACTOR  
DRAWN BY  
DATE

Revisions:  
 △  
 △  
 △  
 △  
 △  
 12/8/05  
 Scale: 1/4"=1'-0"

A-303  
of sheets



OBLIQUE ELEVATION VIEW  
PARTIAL ADJACENT BUILDING

PROFESSIONAL SEAL

ARCHITECT  
 12/2/08  
 PER NOTICE OF PLANNING  
 REVISED 12/2/08

DATE: 12/2/08  
 SHEET: 21641-07

DATE: 12/2/08

architect  
 1231 Hudson Street  
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 (415) 265-8778

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 ARCHITECTS  
 1000 Market Street  
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 (415) 777-7700

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 ARCHITECTS  
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 San Francisco, CA 94102  
 (415) 777-7700



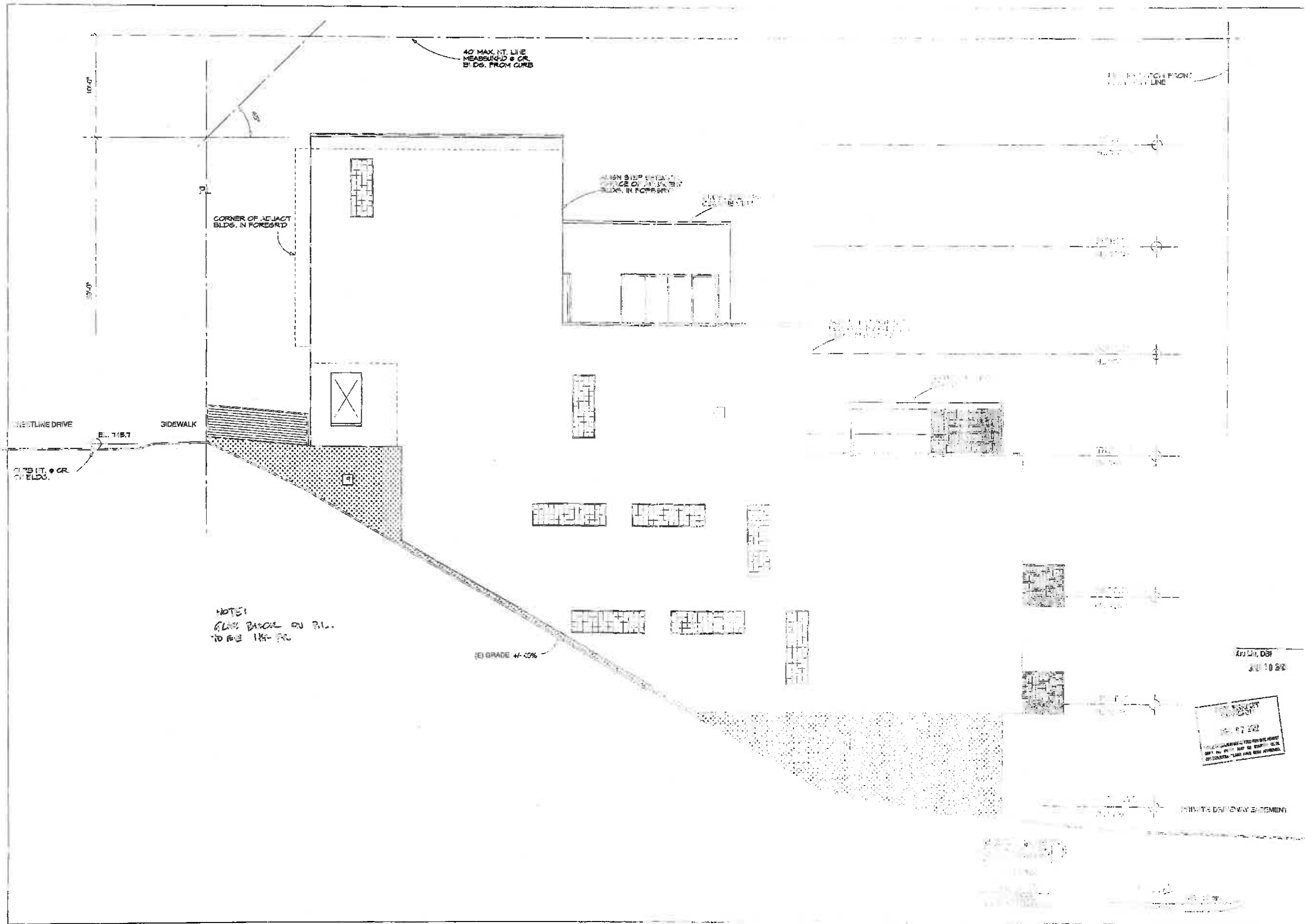
Sheet Title

1000 MARKET STREET  
 SAN FRANCISCO, CA 94102  
 ARCHITECTURAL PLAN

1000 MARKET STREET  
 SAN FRANCISCO, CA 94102  
 ARCHITECTURAL PLAN

Revisions:  
 1/1/09  
 2/1/09  
 3/1/09  
 4/1/09  
 5/1/09  
 6/1/09  
 7/1/09  
 8/1/09  
 9/1/09  
 10/1/09  
 11/1/09  
 12/1/09

ARCHITECT  
 12/2/08



NOTE:  
 GRASS BASED ON P.L.  
 TO BE 114' RC

DATE: 07/20/02  
 10/10/02  
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LEONARDO WILBERG ARCHITECTS, INC.  
 1311 Harrison Street  
 San Francisco, CA 94109  
 (415) 861-7880  
 (415) 862-9776 Fax

SANITOUS MURPHY  
 CONSULTING  
 ENGINEERS  
 1015 FINESTOCK DRIVE  
 SAN FRANCISCO, CA 94115  
 (415) 862-2222  
 FAX: (415) 862-7210



Sheet Title:  
 SOUTH ELEVATION

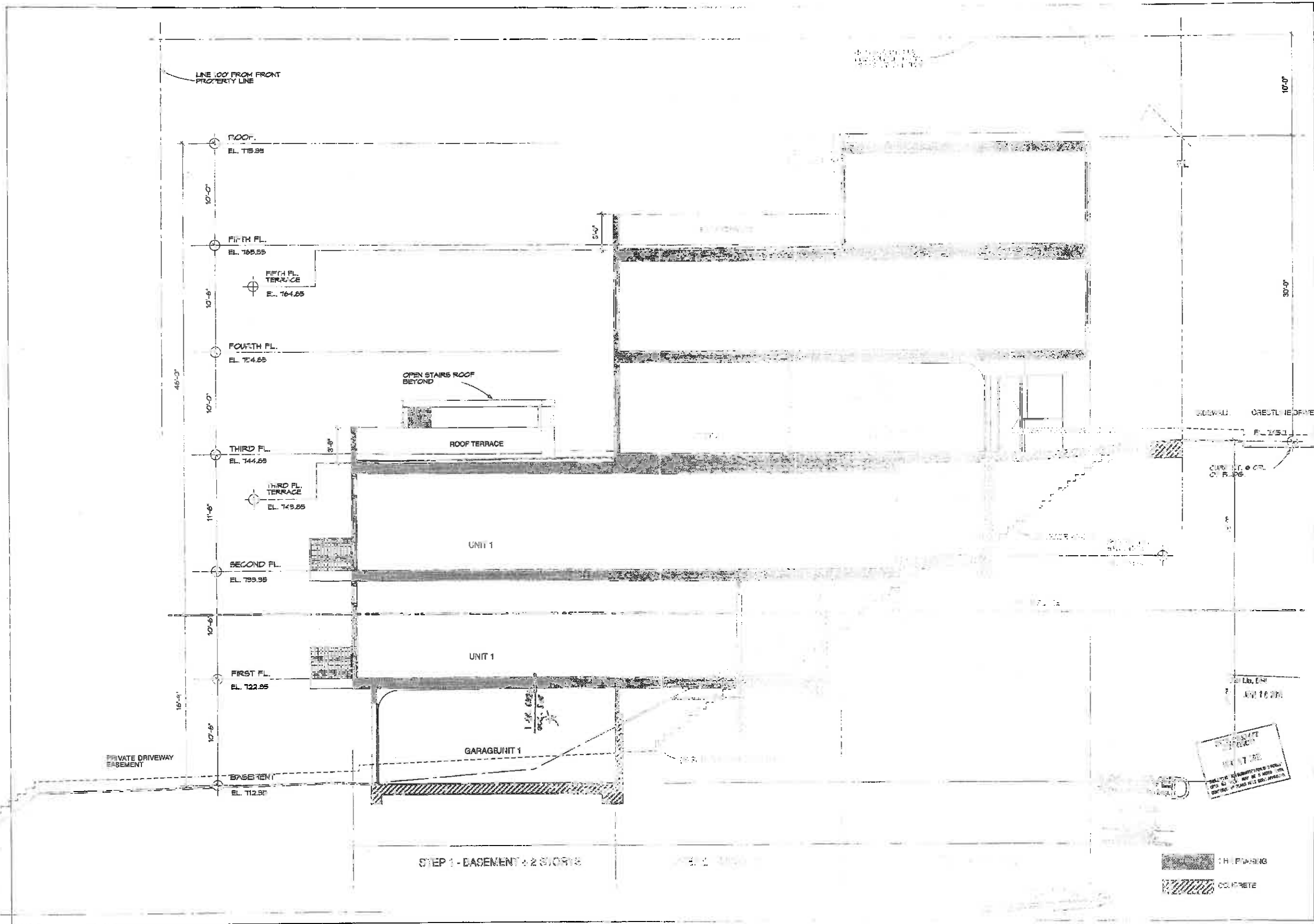
NEW CITY BUILDING  
 70 SHELFLINE DRIVE  
 SAN FRANCISCO  
 BLOCK 100 LOT 7  
 PARCEL 1A

Revisions:

|   |              |               |
|---|--------------|---------------|
| 1 | 6/15/10      | 4 1/2" LAYOUT |
| 2 | 12/9/08      |               |
| 3 | 1/4" x 1" 0" |               |

A-304  
 of sheets





LINE 1.00' FROM FRONT PROPERTY LINE

ROOF  
EL. 115.95

FIFTH FL.  
EL. 165.95

FIFTH FL. TERRACE  
EL. 164.85

FOURTH FL.  
EL. 154.85

OPEN STAIRS ROOF BEYOND

ROOF TERRACE

THIRD FL.  
EL. 144.85

THIRD FL. TERRACE  
EL. 143.85

UNIT 1

SECOND FL.  
EL. 133.85

UNIT 1

FIRST FL.  
EL. 122.85

GARAGE UNIT 1

BASE 1EN  
EL. 112.85

PRIVATE DRIVEWAY EASEMENT

STEP 1 - BASEMENT & 2 STORIES

1.5" PAVING  
CONCRETE

LEONARDO CALDERINI  
architect  
1531 Hamilton Court  
San Francisco, CA 94115  
PHONE (415) 778-8800 FAX (415) 778-8788

SANTOS & HERRERA  
ARCHITECTS  
451 FAYETTE STREET  
SAN FRANCISCO, CA 94110  
PHONE (415) 442-1724  
FAX (415) 442-7330

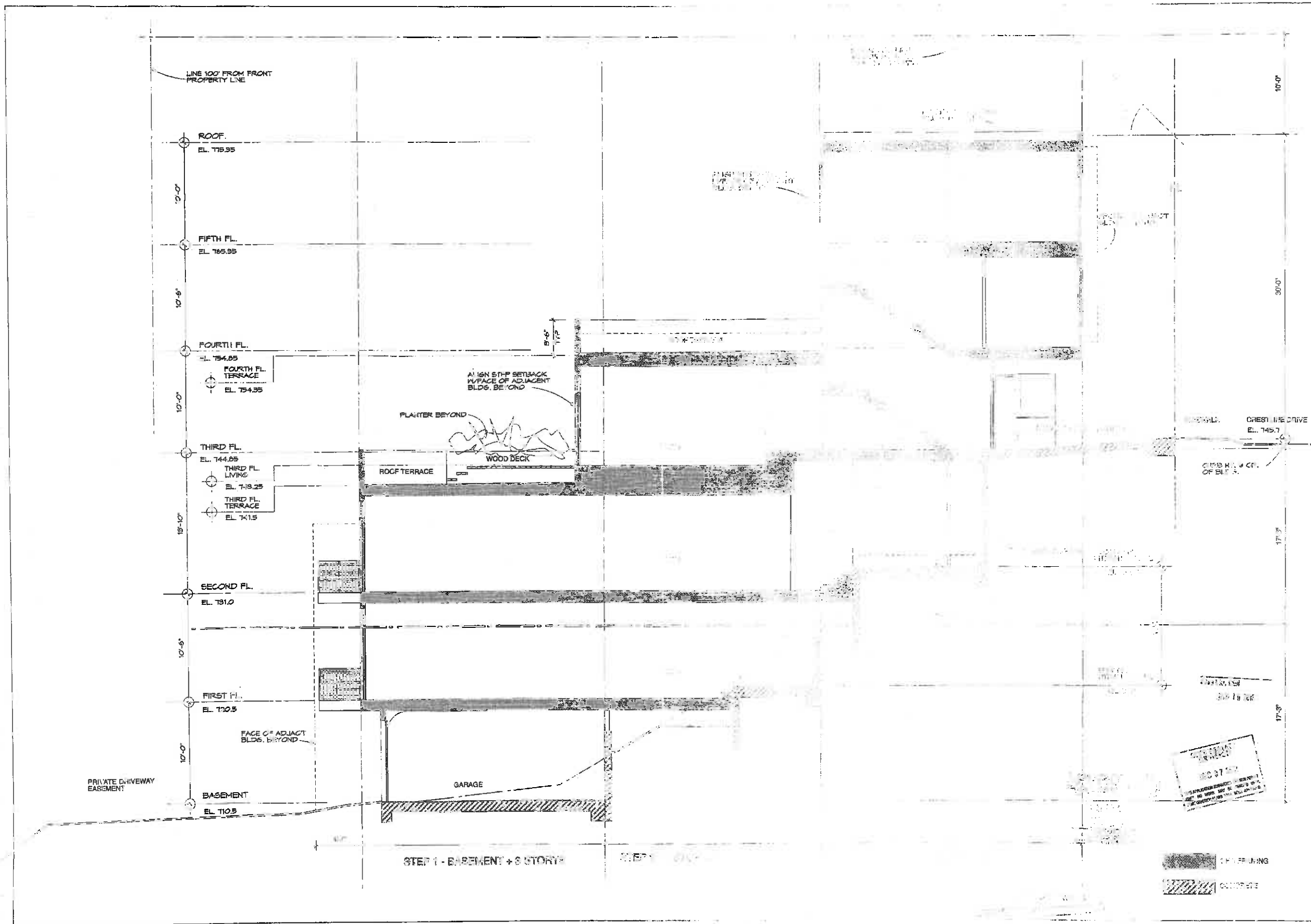


SECTION A-A

Project  
NO. 7 & UNIT BUILDING  
TO CATERILLAR DRIVE  
SAN FRANCISCO  
BLOCK 600 UNIT 7  
SANFORD


Revisions:  
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7/8/10  
4 UNIT LAYOUT  
Date: 12/3/08  
Scale: 1/4"=1'-0"

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of sheets



SYMPLERS  
 171 Hamilton Street  
 San Francisco, CA 94104  
 (415) 862-7330 FAX  
 (415) 392-9788 FAX

SANTIAGO GILBERTO  
 STRUCTURAL ENGINEER'S  
 2007 CALIFORNIA STATE BOARD OF PROFESSIONAL ENGINEERS  
 1500 18th Street, Suite 200  
 San Francisco, CA 94133  
 (415) 441-1100



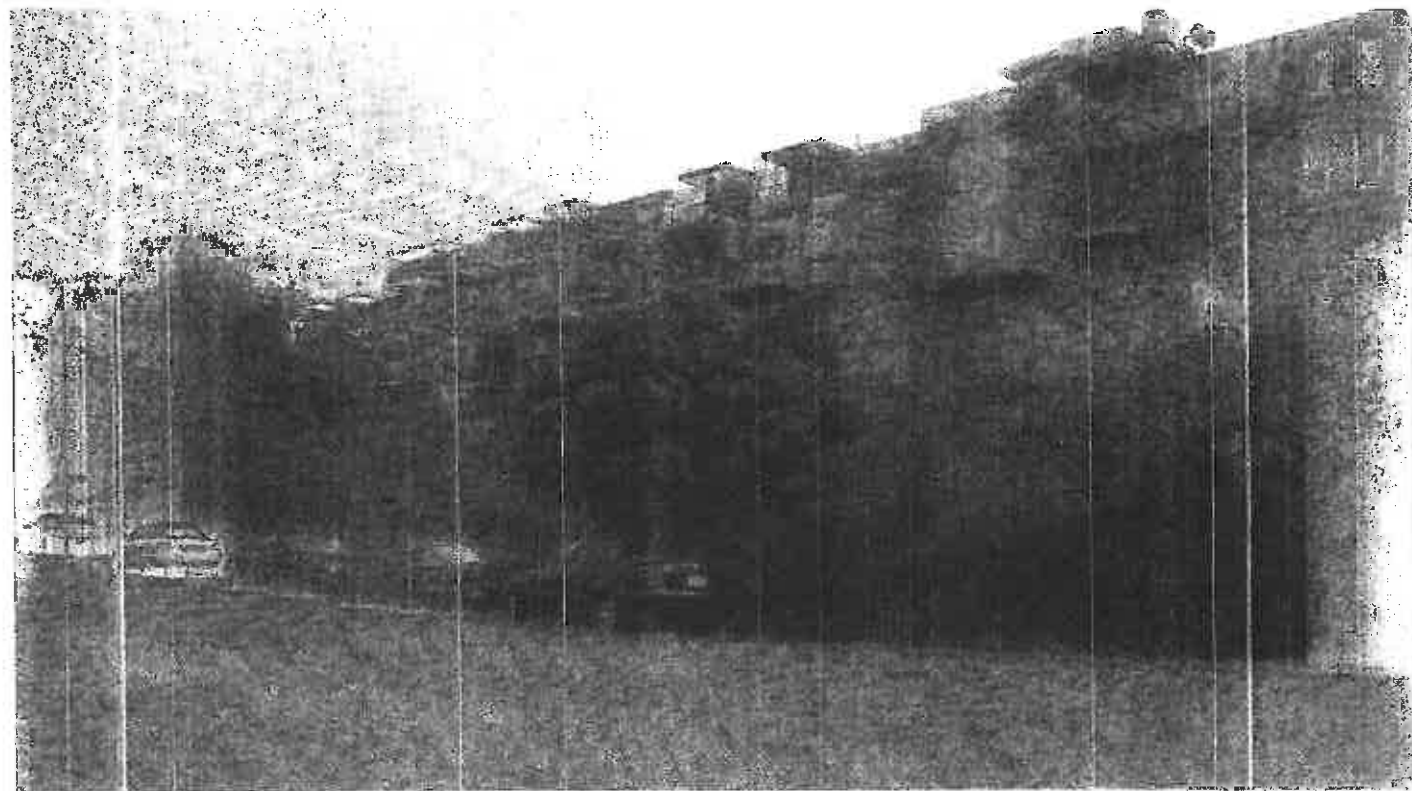
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PROJECT:

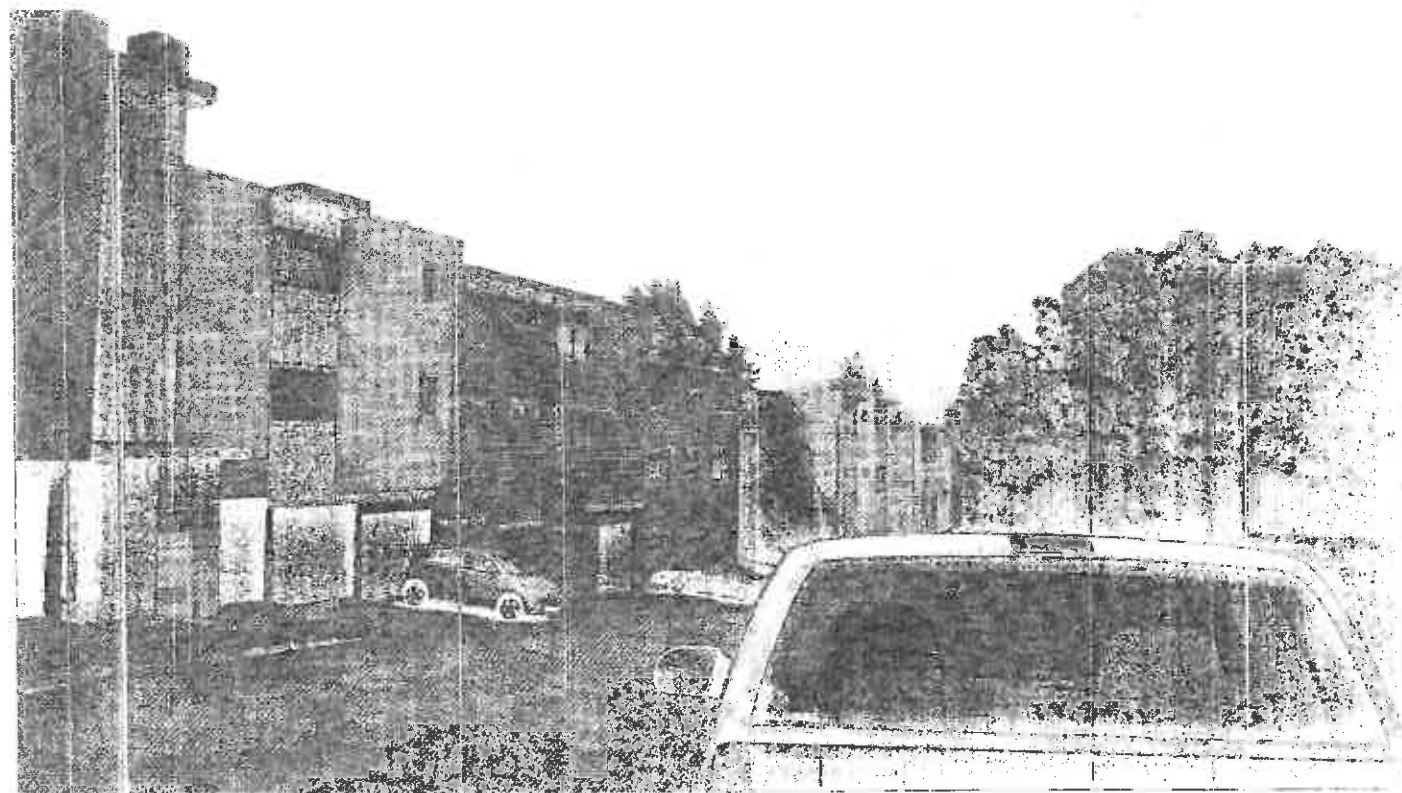
NEW UNIT BUILDING  
 TO EXISTING FRAME  
 SAN FRANCISCO  
 BLOCK 200X LOT 7  
 PARCELA

Rev. date:  
 6/18/76  
 4 UNITS LAYOUT  
 DR: 12/8/03  
 SCL: 1/21/07

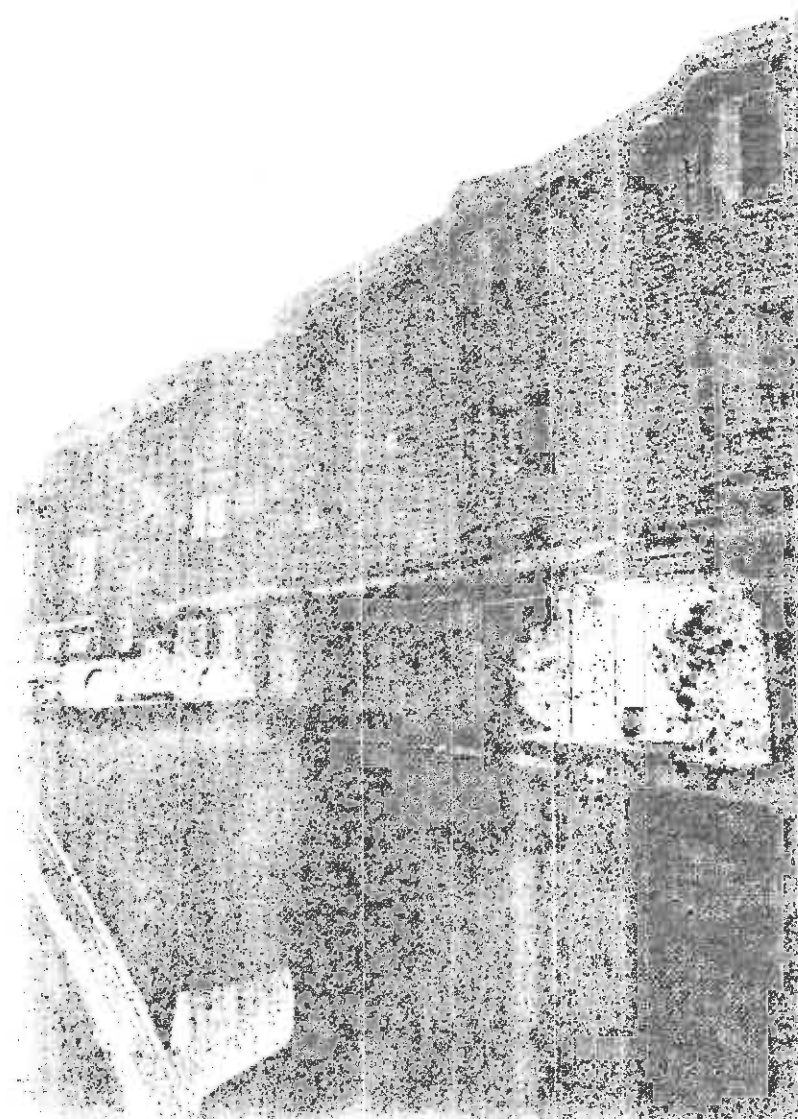
A-402  
 OF 27 SHEETS



BLOCK VIEW FROM NORTH OF SITE LOOKING SOUTH ALONG PARTRIDGE DRIVE



BLOCK VIEW FROM CL OF SITE LOOKING SOUTH ALONG CHESTNUT DRIVE



BLOCK VIEW FROM NORTH OF SITE LOOKING SOUTH ALONG PARTRIDGE DRIVE



SMITHS & BURRILL  
 STRUCTURAL ENGINEERS  
 1000 RICHMOND ST. SUITE 110  
 OAKLAND, CALIF. 94612  
 TEL: (415) 777-7777  
 FAX: (415) 777-7777

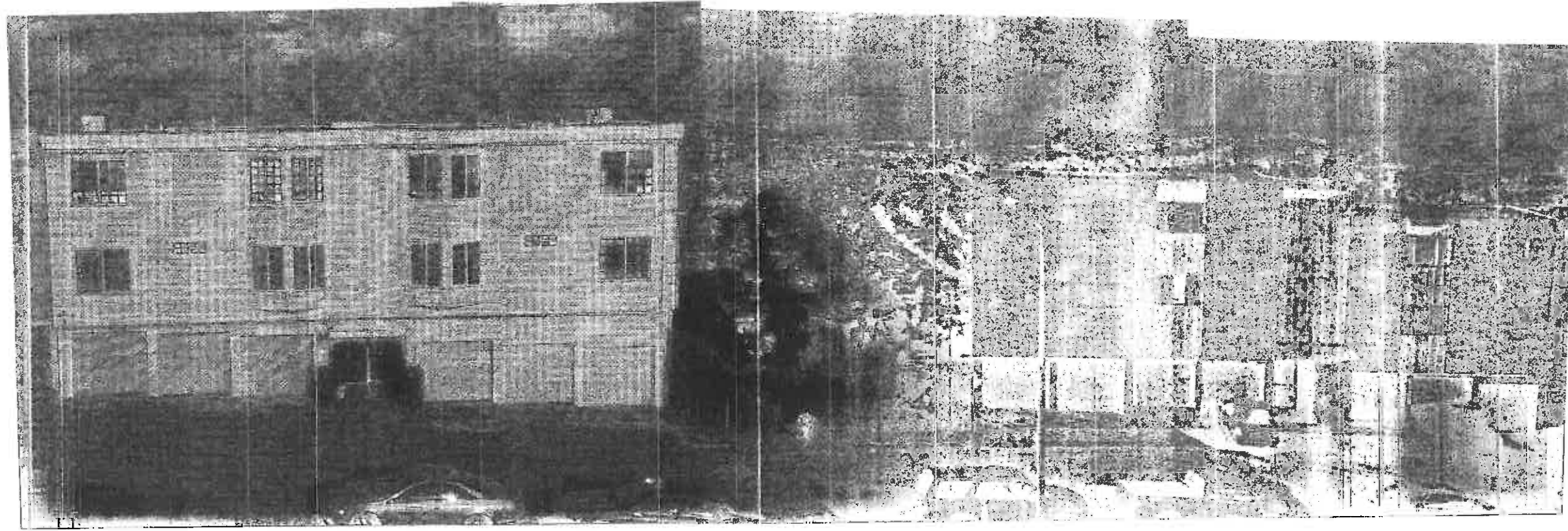
SMITHS & BURRILL  
 ARCHITECTS  
 1000 RICHMOND ST. SUITE 110  
 OAKLAND, CALIF. 94612  
 TEL: (415) 777-7777  
 FAX: (415) 777-7777

PROJECT NO. 1000000000  
 SHEET NO. 1000000000

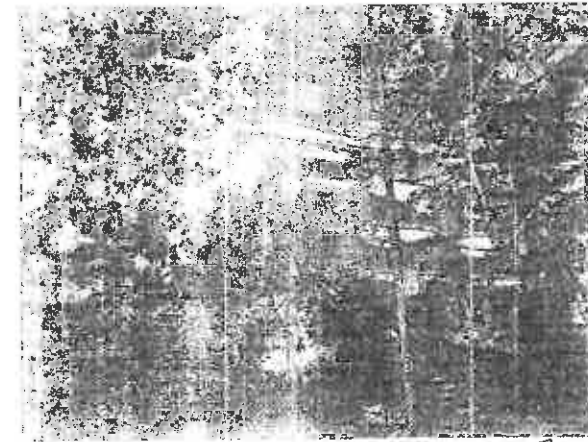
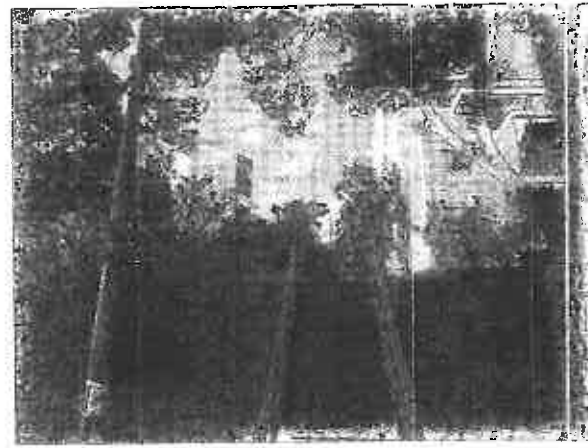
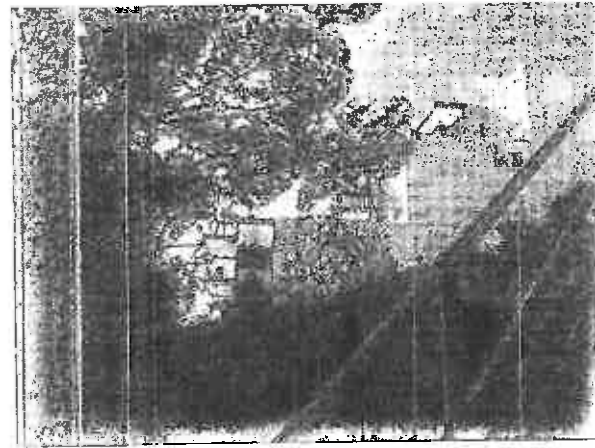
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 CHECKED BY: [Signature]

SCALE: 1/8" = 1'-0"  
 TITLE: [Illegible]

2-000



CRESTLINE DRIVE FACADE COMPOSITE PANORAMIC VIEW



SEQUENCE VIEWS ALONG PARKWAY DRIVE

ARCHITECT  
 1200 N. 1ST ST.  
 SAN FRANCISCO, CA 94103  
 (415) 398-7800  
 FAX (415) 398-7808  
 WWW.ALMANACARCHITECTS.COM

STANDARD

A-502  
 of sheets



SHEET TITLE  
 CRESTLINE DRIVE FACADE  
 ARCHITECTURE

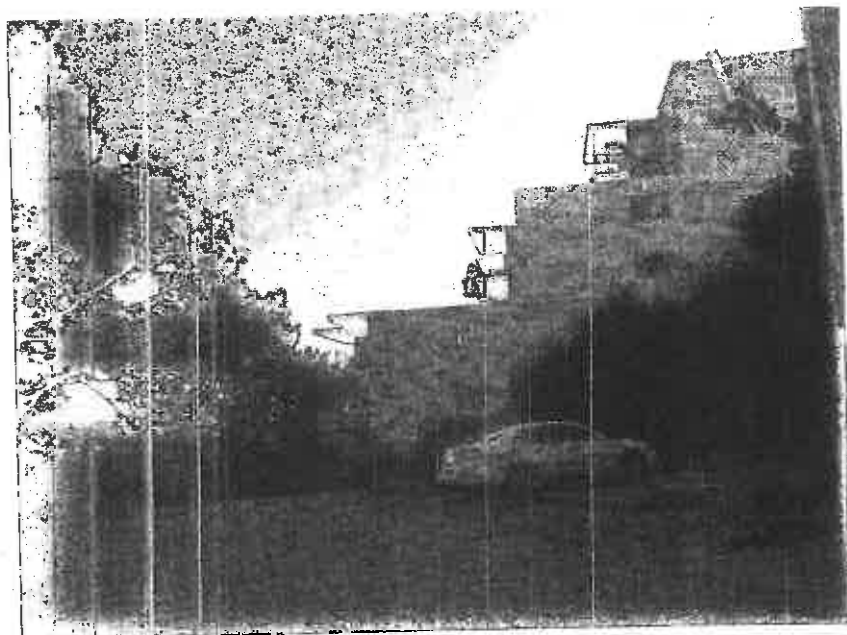
PROJECT  
 NEW 2 UNIT BUILDING  
 20 CRESTLINE DRIVE  
 SAN FRANCISCO  
 BLOCK 2000 LOT 2  
 PARCEL A

REVISIONS:  
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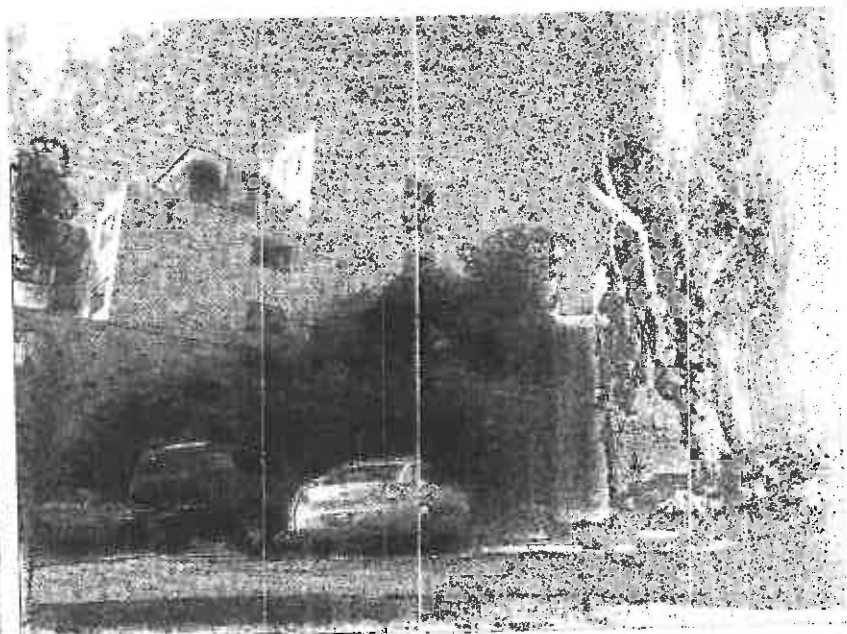
DATE: 8/12/10  
 PER NOTICE OF PLANNING  
 RECORD 12/2/04  
 SCALE:

SANJOSE ARCHITECTS  
 1000 CALIFORNIA ST.  
 SAN JOSE, CA 95128  
 TEL: (415) 281-1111  
 FAX: (415) 281-1112  
 WWW.SANJOSE-ARCH.COM

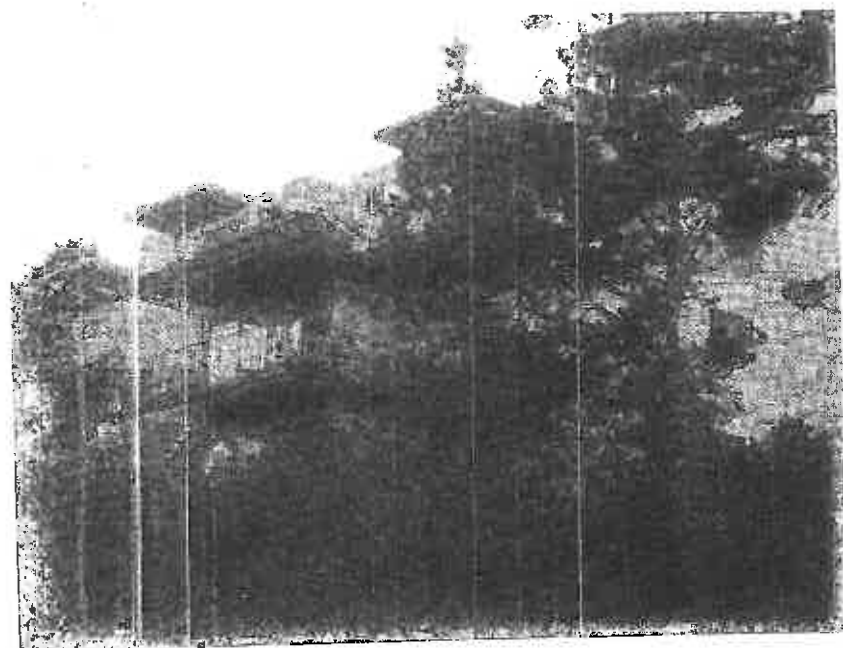
LIONARDI ARCHITECTS  
 1000 CALIFORNIA ST.  
 SAN JOSE, CA 95128  
 TEL: (415) 281-1111  
 FAX: (415) 281-1112  
 WWW.LIONARDIARCH.COM



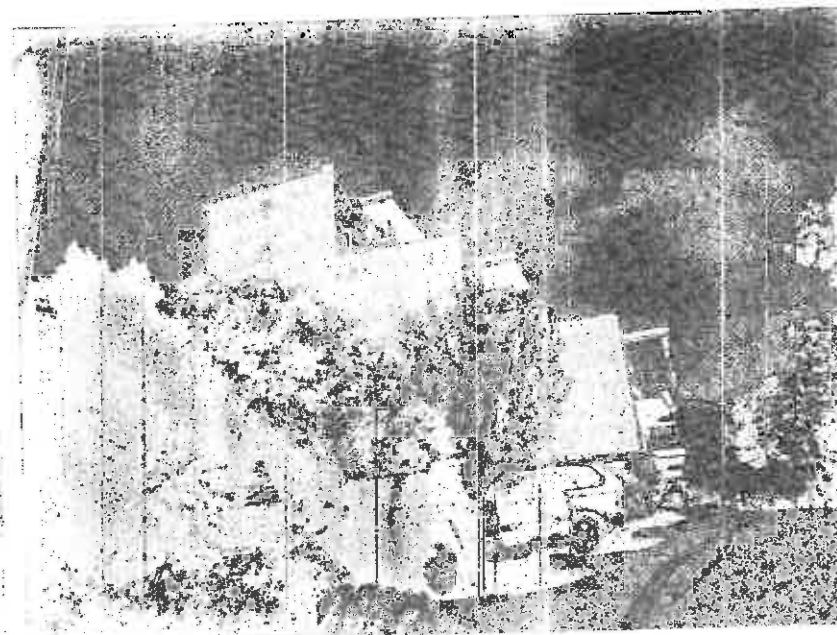
VIEW OF SOUTH BUILDING NORTH FACADE FROM DRIVEWAY



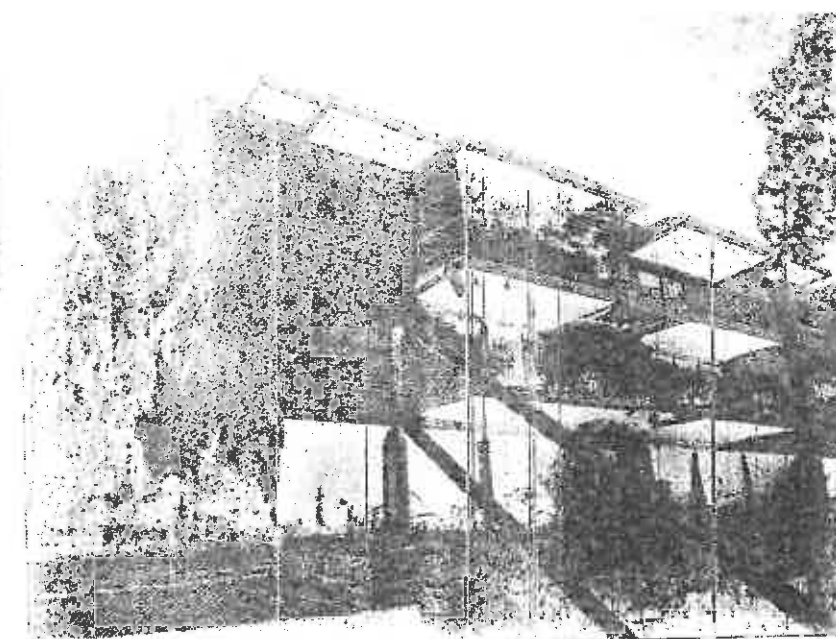
VIEW OF SITE FROM DRIVEWAY



VIEW OF SOUTH BUILDING FACADE FROM DRIVEWAY APPROACH



VIEW OF SITE FROM DRIVEWAY



VIEW OF SOUTH BUILDING FACADE FROM DRIVEWAY APPROACH

1321 HUNTON STREET  
SAN FRANCISCO, CA 94114  
(415) 862-7200 FAX  
(415) 862-9788 F

STANTIS CONSULTANTS  
ARCHITECTS  
INC.

STANTIS CONSULTANTS  
ARCHITECTS  
INC.  
2001 HARRISON STREET  
SAN FRANCISCO, CA 94102  
TELEPHONE (415) 862-7200  
FAX (415) 862-9788

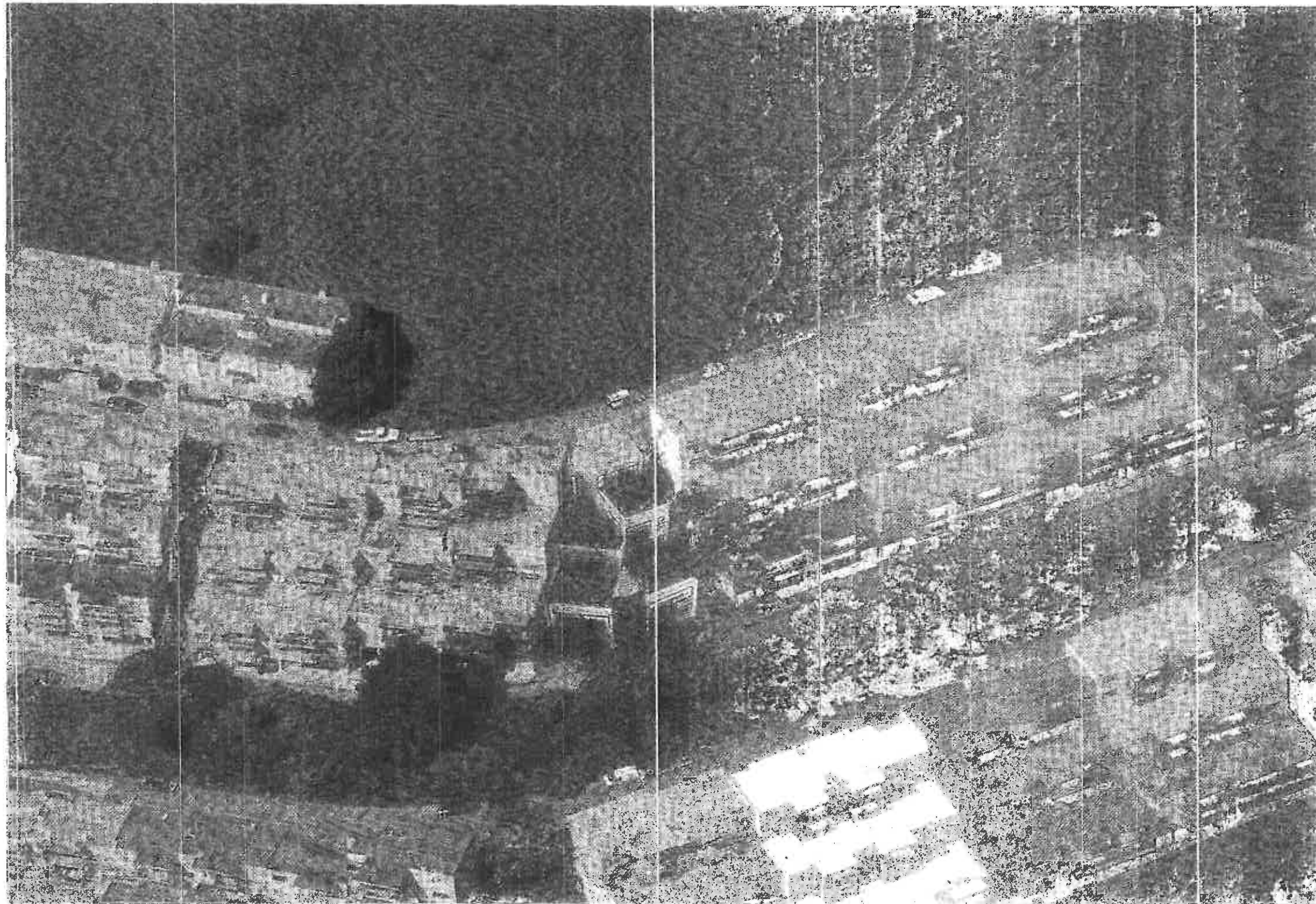


REVISIONS  
TO CORRECT THE  
SOUTH BUILDING  
FACADE PHOTO  
RECORDED LOT  
PLAN

| Revision | Date                                       |
|----------|--|
| 1        | 5/2/10                                     |
| 2        | PER NOTICE OF PLANNING<br>REC'D OF 12/2/04 |
| 3        | 5/11/10                                    |

Sheet  
A 503  
of sheets

APPROVED  
DATE: 12/10/04  
RECORDED  
DEC 17 2004  
SAN FRANCISCO COUNTY OFFICE  
PLANNING DEPARTMENT



ZYLBELEVO  
arch

LEONARDO  
LEONARDO

SANTOS & URRUTIA  
SANTOS & URRUTIA  
ENGINEERS  
SAN FRANCISCO, CALIFORNIA  
ELIPHC E (415) 882-7352  
FAX (415) 882-7355



Sheet Title

SITE AREA PLAN

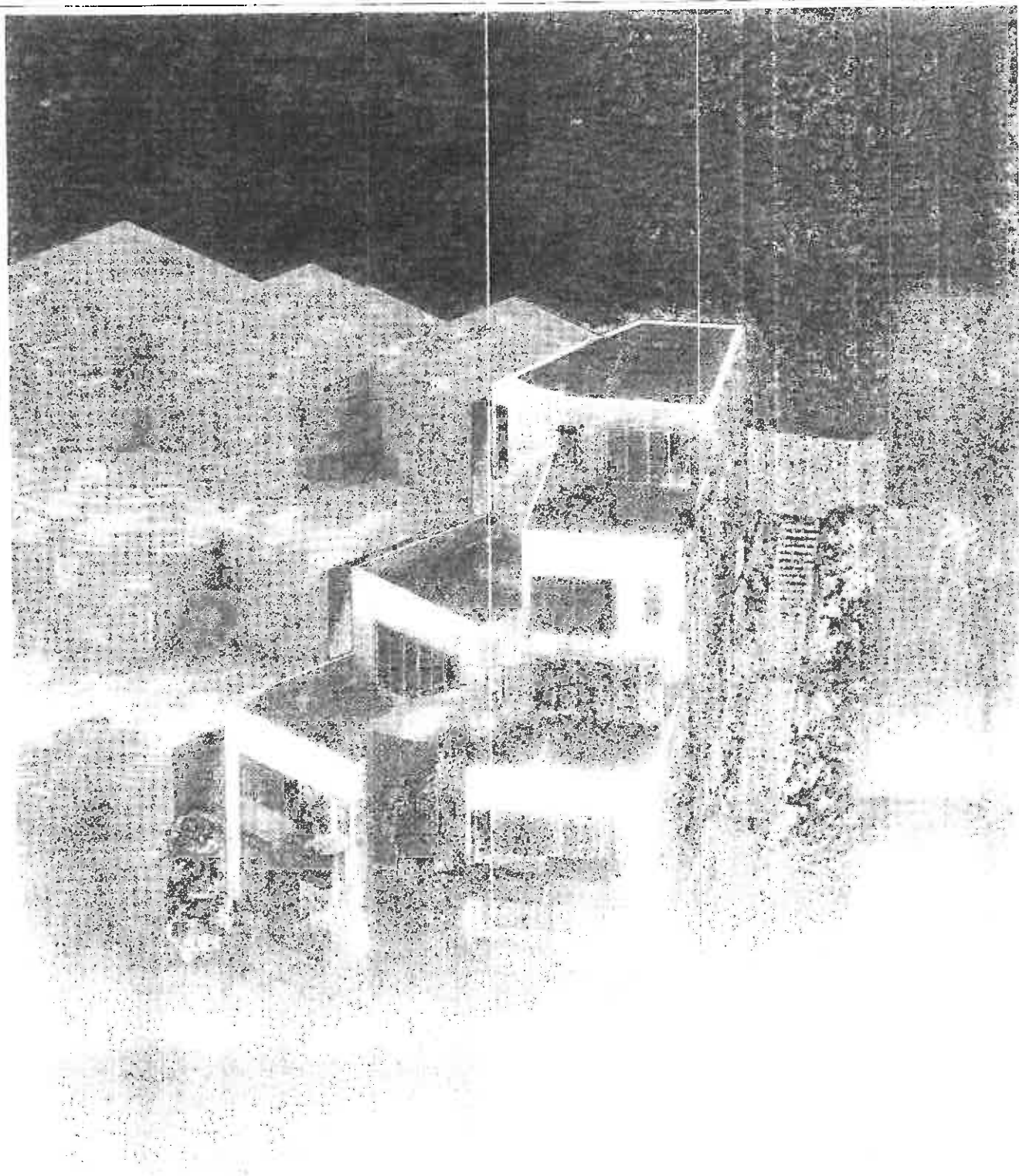
Project:  
NEW 4 UNIT BUILDING  
70 CRESTLINE DRIVE  
SAN FRANCISCO  
BLOCK 2335 LOTS  
PANGELA

Revisions:  
 10/30/12  
 R 557

Date:  
Scale:

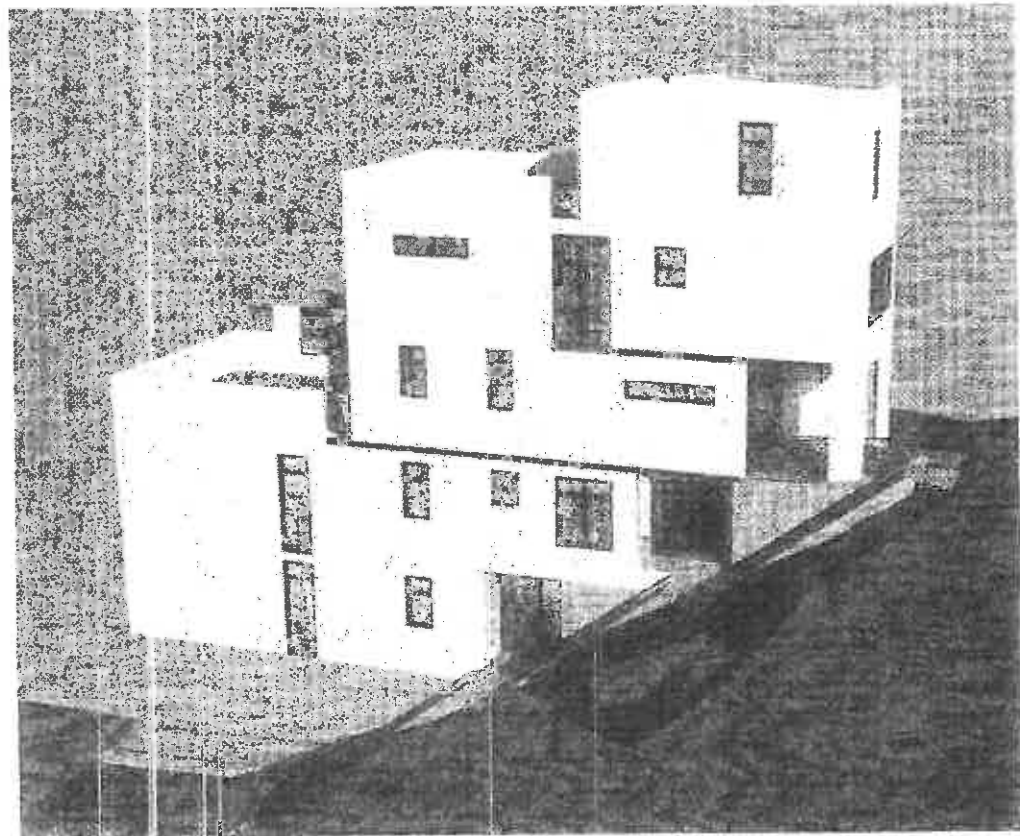
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 ONLY APPROVED REVISIONS TO BE SHOWN  
 OTHERWISE, PLANS MAY BE INVALID

A-601  
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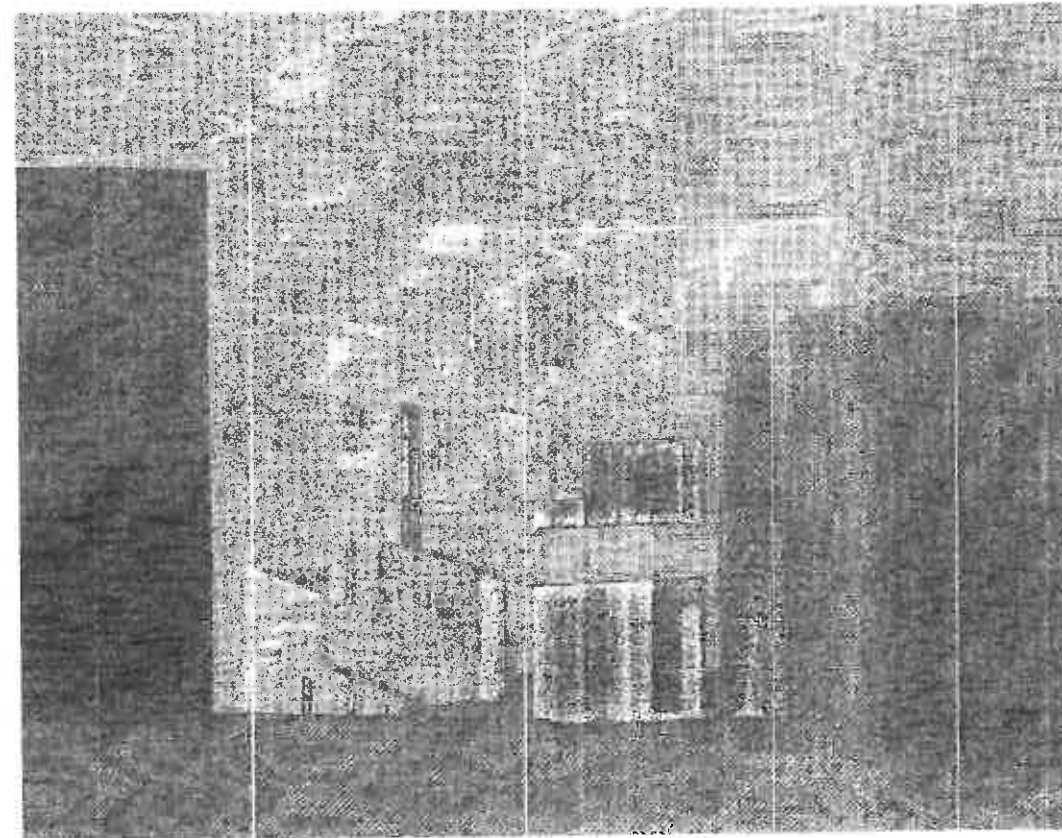


STUDIO LURUTIA LEONARDO  
BUSINESS ARCHITECTS  
1331 HAMBON STREET  
SAN FRANCISCO, CA 94103  
TEL: (415) 882-7722  
FAX: (415) 882-7722  
Jag@lurutia.com

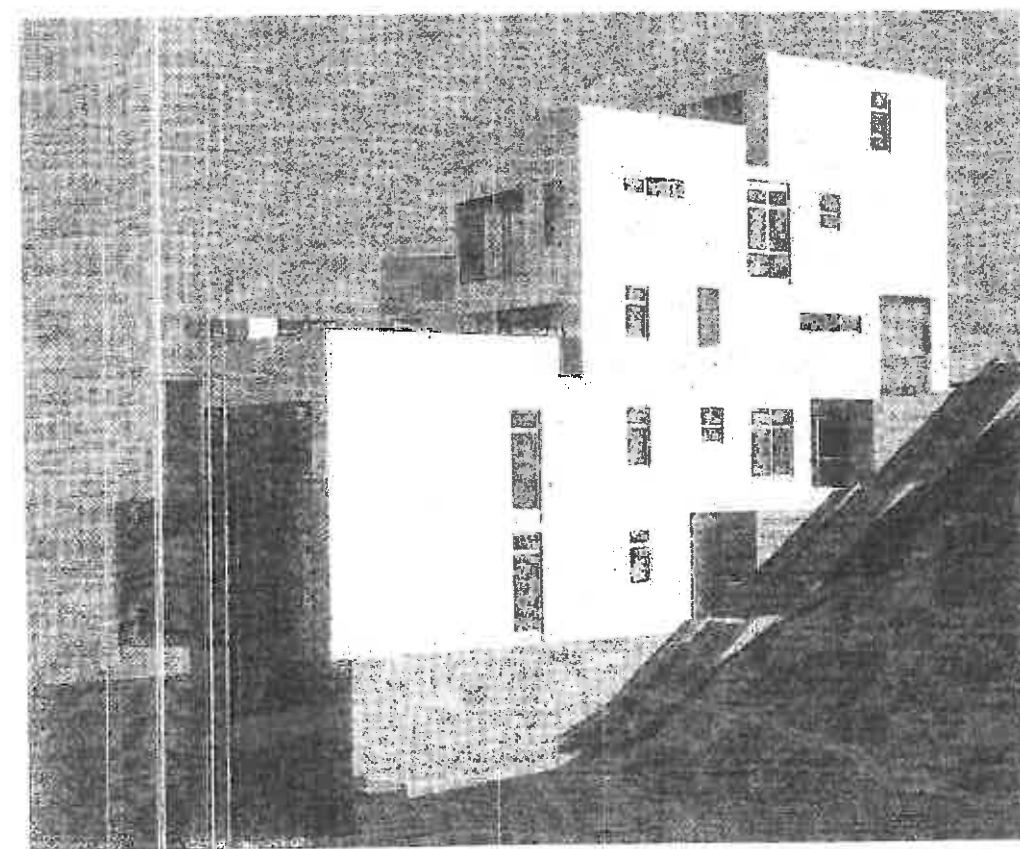
STUDIO LURUTIA  
BUSINESS ARCHITECTS  
1331 HAMBON STREET  
SAN FRANCISCO, CA 94103  
TEL: (415) 882-7722  
FAX: (415) 882-7722  
Jag@lurutia.com



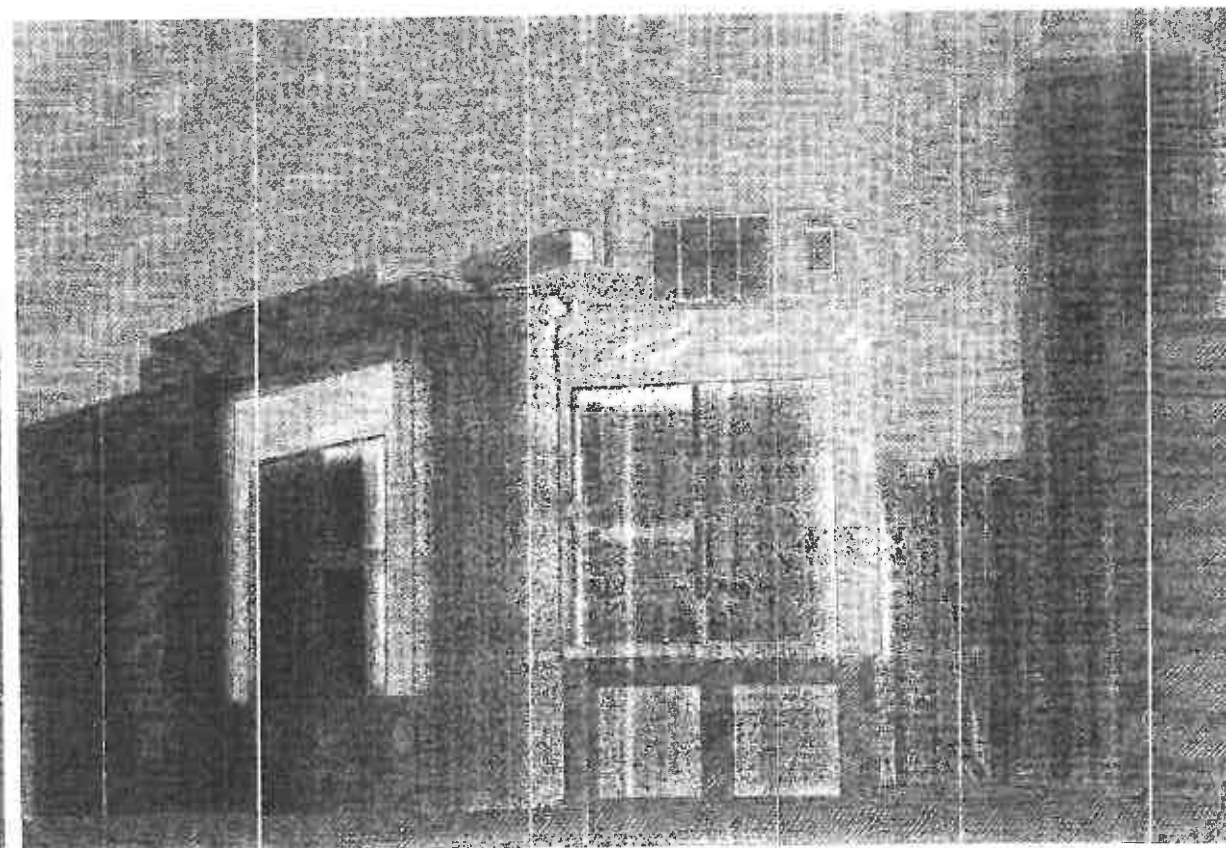
PROJECT VIEW FROM TOP OF STAIRS



PROJECT VIEW FROM ELEVATOR SHAFT



PROJECT VIEW FROM BOTTOM OF STAIRS



PROJECT VIEW FROM DRIVEWAY

APPROVED  
 Dept. of Building Inspection  
 DATE: 12/12/12  
 F.C.W.  
 ARCHITECT  
 DEPT. OF BUILDING INSPECTION

Chu Liu, DE  
 JAN 13 2013

DEC 31 2012  
 APPROVAL EXPIRES: 12/31/2013  
 IF NO WORK HAS BEEN DONE, THIS APPROVAL IS VOID.

f.c.w. DEC 12 2012



Sheet Title

DIGITAL MODEL

Project:  
 NEW 2 UNIT BUILDING  
 TO CRESTLINE DRIVE  
 SAN FRANCISCO  
 BLOCK 2204 LOT 5  
 PARCELA

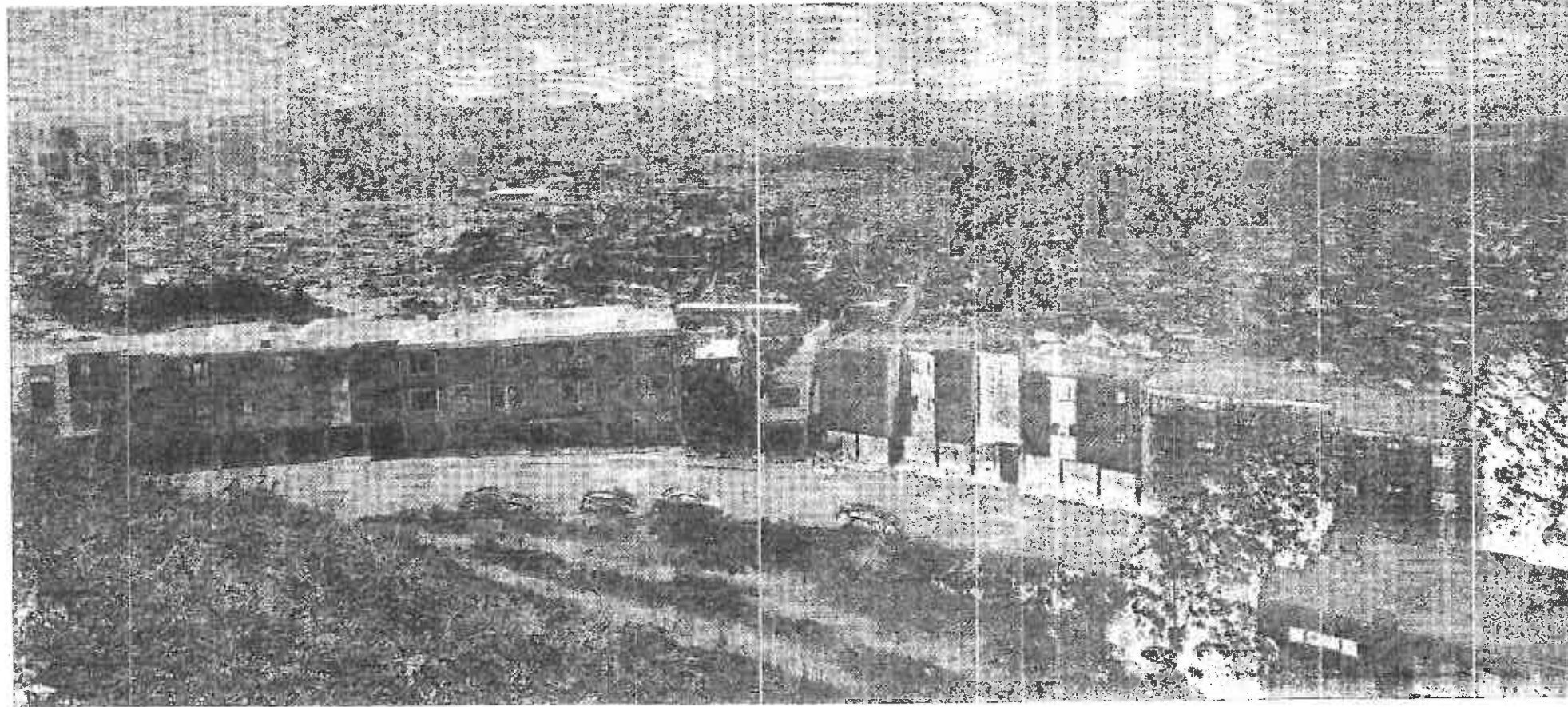
- Revisions:
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PER NOTICE OF PLANNING  
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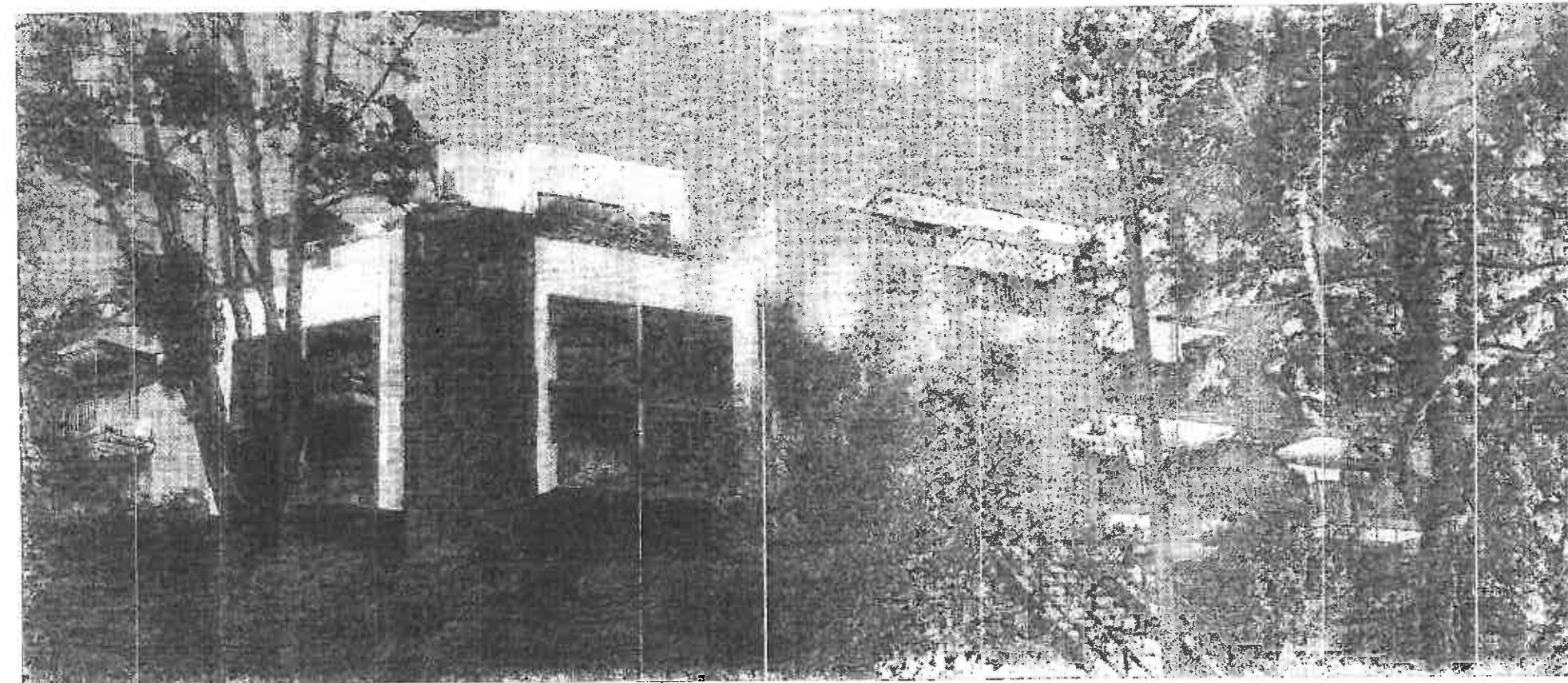
ZC PERFORMERS  
 arch  
 1331 Hurreson Street  
 San Francisco, CA 94103  
 (415) 882 7880 Jobs  
 (415) 882 8786 Fax

SANTOS & URRUTIA, INC.  
 ARCHITECTS  
 25401 HUNTERSON STREET  
 SAN FRANCISCO, CA 94110  
 TEL: (415) 882-7880  
 FAX: (415) 882-8786





CRESTLINE DRIVE VIEW PHOTOMONTAGE



PARKSIDE DRIVE VIEW PHOTOMONTAGE

**APPROVED**  
 (Dept. of Building Ins.)

NOV 15 2007  
 Tom C. Hill  
 TITLE: SUPERVISOR  
 DIVISION: BUILDING INSPECTION  
 DEPT. OF BUILDING INSPECTION

City LA, DR#  
 15K 10 261

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 12/12/07  
 12/12/07  
 ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
 DATE 01/10/08 BY 60322 UCBA/STP

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 ation  
 1331 Harrison Street  
 San Francisco, CA 94103  
 (415) 862 7880 Voice  
 (415) 862 9786 Fax

LEONARDO  
 ZVI ZINDBERG  
 ation  
 1331 Harrison Street  
 San Francisco, CA 94103  
 (415) 862 7880 Voice  
 (415) 862 9786 Fax

SANTOS & UPRITA  
 INC.  
 ENGINEERS  
 2000 WASHINGTON STREET  
 SUITE 100  
 SAN FRANCISCO, CA 94115  
 (415) 774-7500  
 (415) 774-7501  
 www.santosanduprita.com

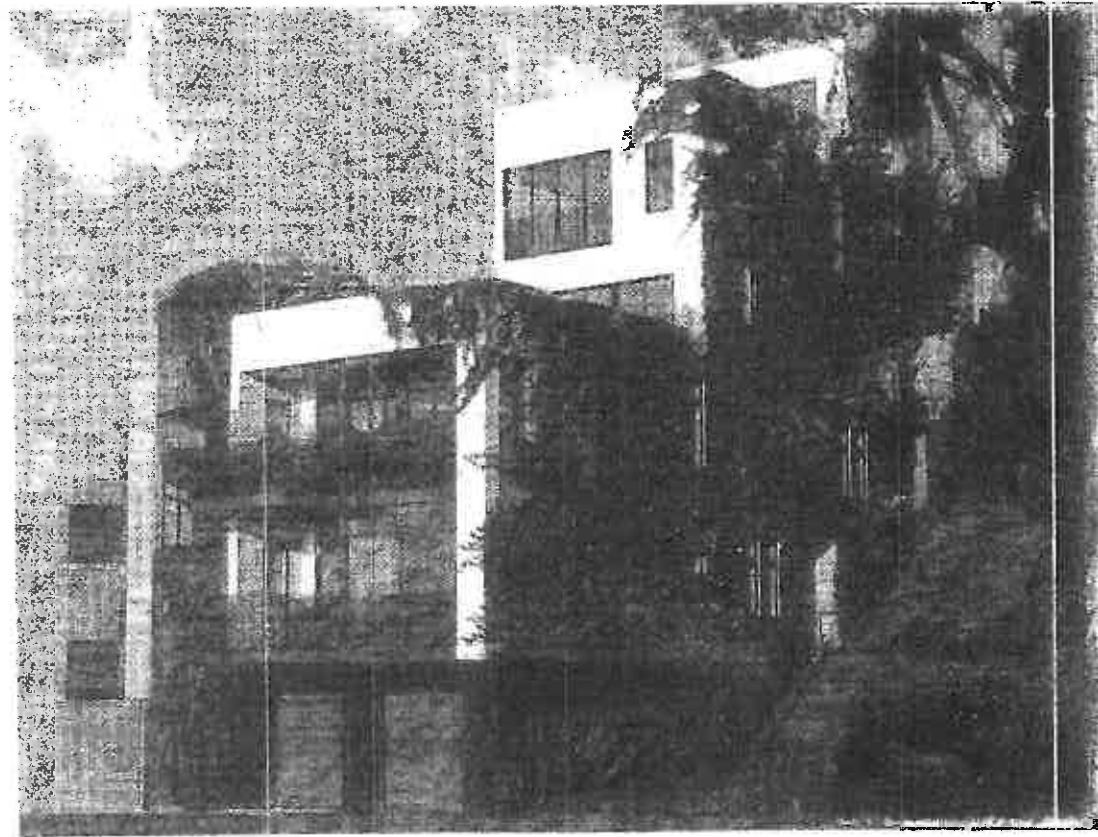


Project Title:  
 NEW 4 UNIT BUILDING  
 20 CRESTLINE DRIVE  
 SAN FRANCISCO  
 BLOCK 2663 LOT 5  
 PARCEL A

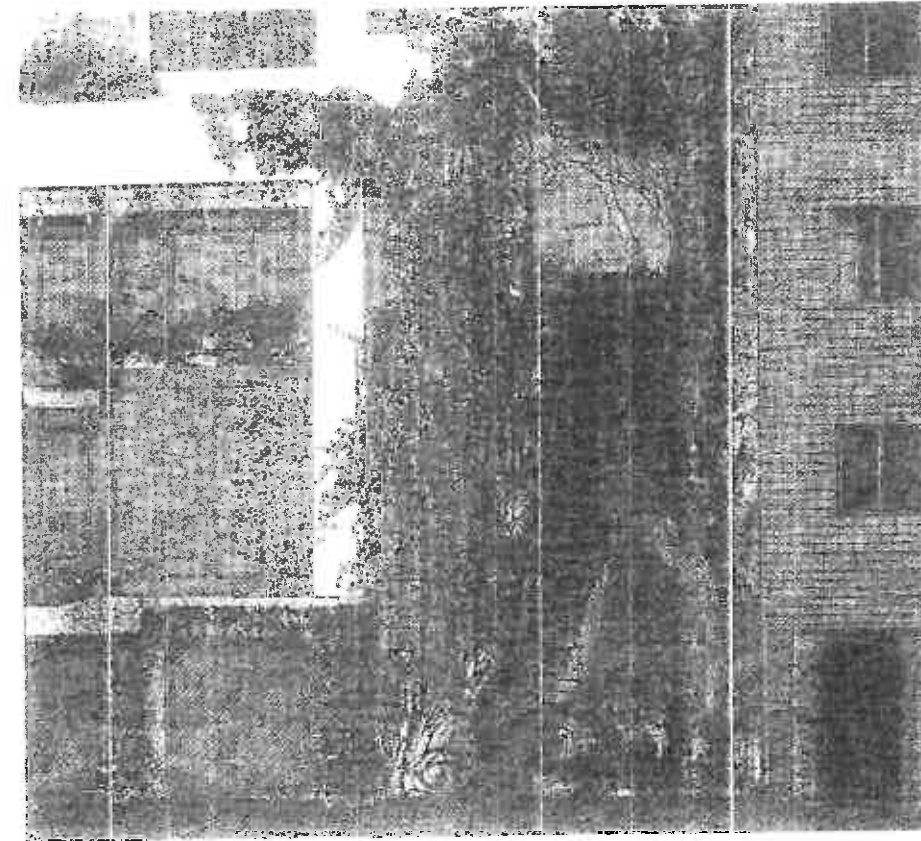
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 20 CRESTLINE DRIVE  
 SAN FRANCISCO  
 BLOCK 2663 LOT 5  
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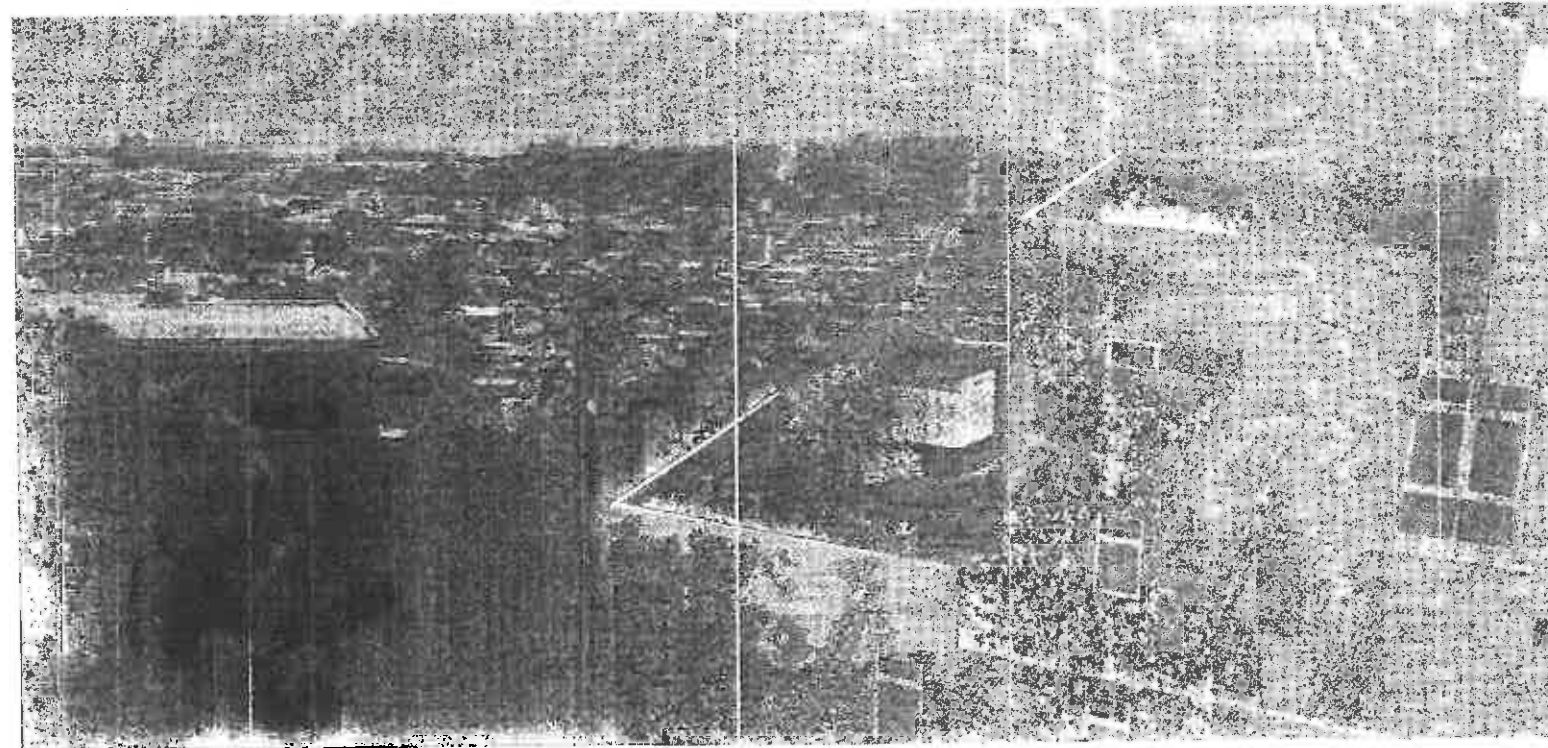
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 Scale: 1/8"=1'-0"  
 A-604  
 of sheets



PROJECT VIEW FROM DRIVEWAY



VIEW FROM ADJACENT BUILDING DECK



VIEW FROM ADJACENT BUILDING DECK

**APPROVED**  
Dept. of Public Insp.

DATE: 12/1/05  
BY: [Signature]  
[Stamp]

DATE: 12/1/05  
BY: [Signature]  
[Stamp]

**BYLANDERS**  
**arch**  
1731 Harrison Street  
San Francisco, CA 94103  
(415) 882 7860 Voice  
(415) 882 5766 Fax

**LEONARD**  
**LZ**  
A, architect  
le@leonard.com

**SANTOS & URRUTIA**  
**STRUCTURAL**  
**ENGINEERS**  
2151 HARRISON STREET, SUITE 1110  
SAN FRANCISCO, CA 94110  
TELEPHONE (415) 882-7722  
FAX (415) 842-1153



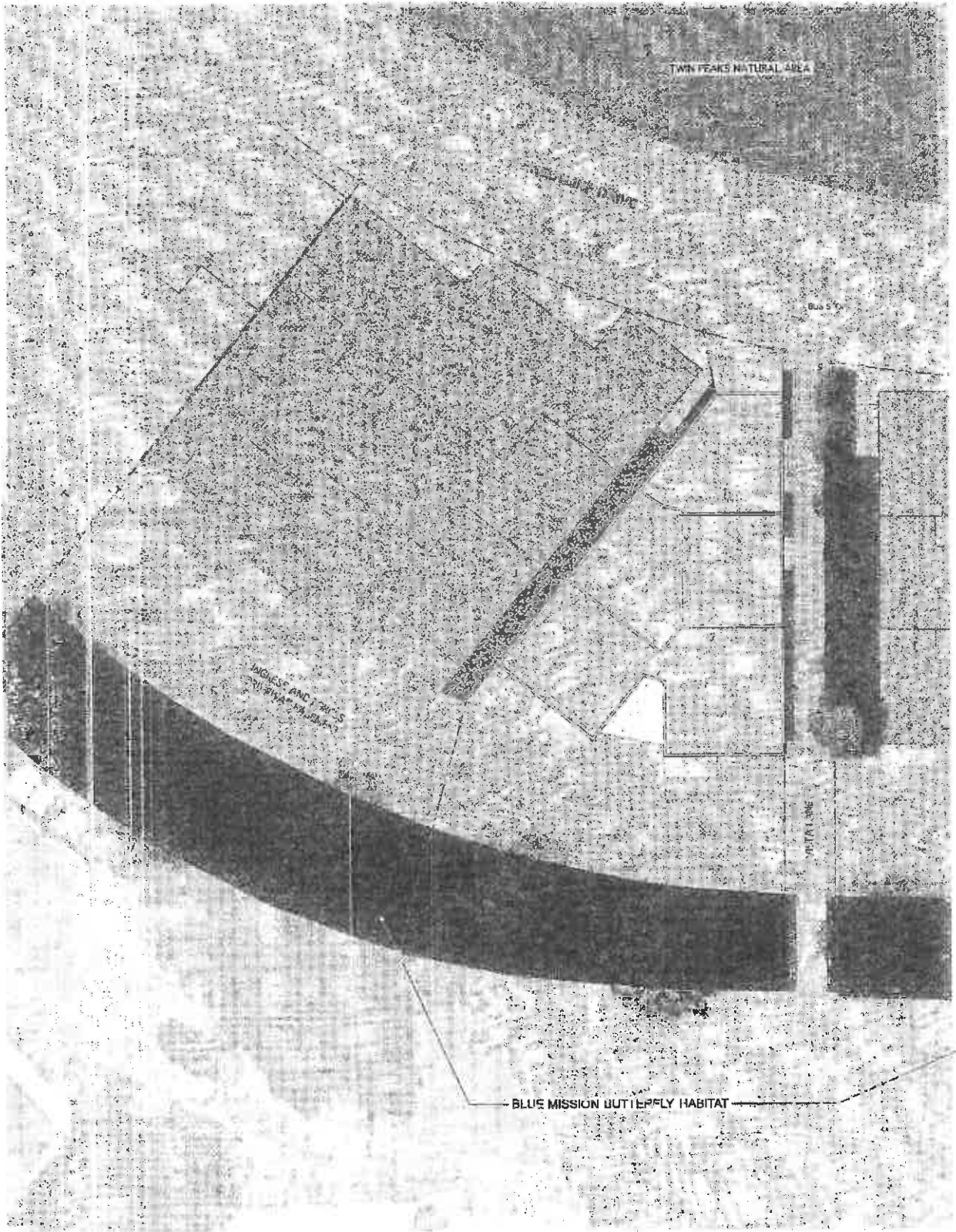
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**OPEN BEAM**  
**MEMBERS**  
NEW WOOD BUILDING  
2151 HARRISON STREET  
SAN FRANCISCO, CA  
94110

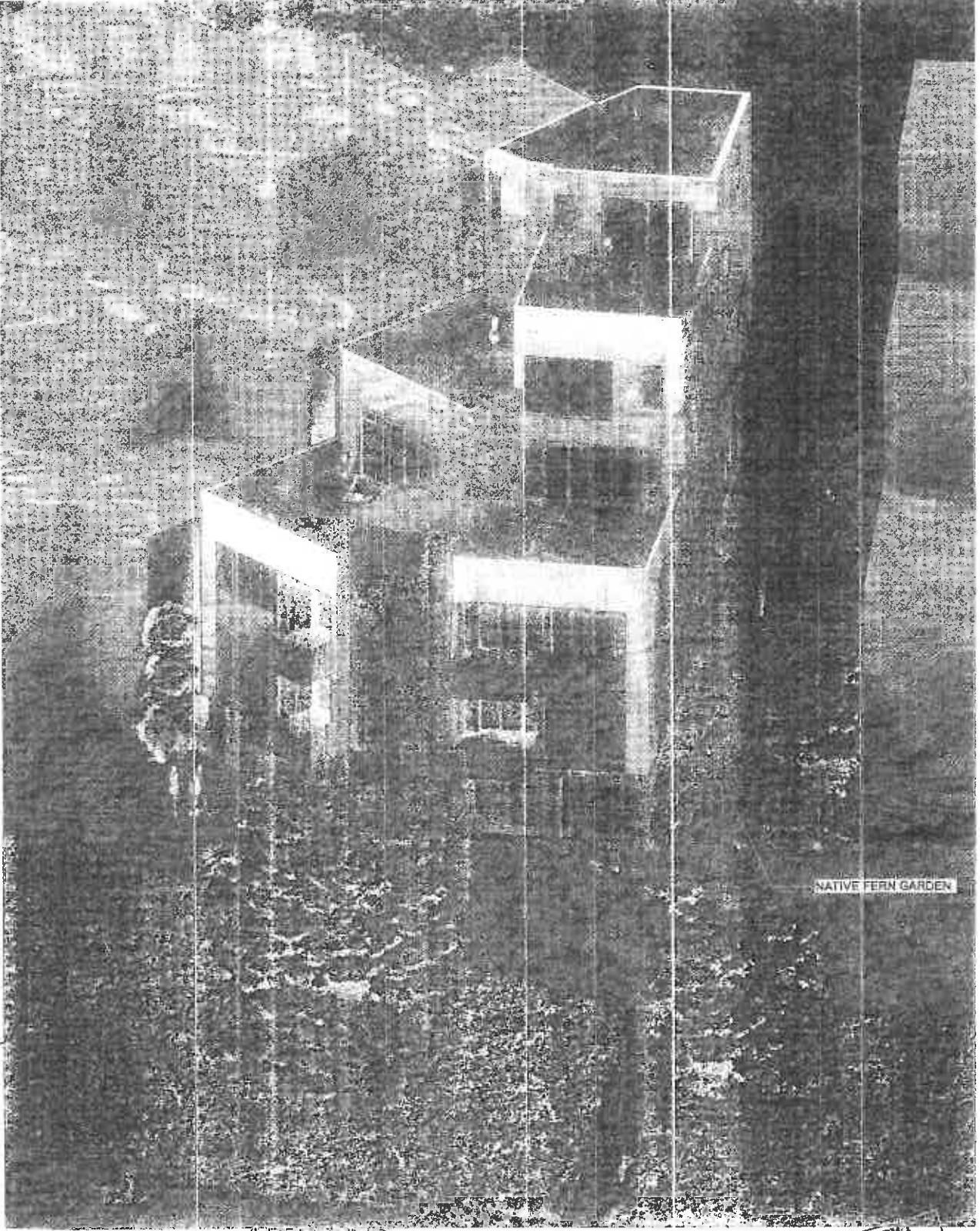
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**A-605**



LANDSCAPE PLAN



LANDSCAPE ARCHITECTURE

1501 20th Ave  
San Francisco, CA 94114  
Tel: 415 865 9766 F  
info@architect.com

SANTOS & URRUTIA  
ARCHITECTS  
1331 Harrison Street  
San Francisco, CA 94103  
(415) 862 7880 Voice  
(415) 865 9766 F  
info@architect.com



FLITCHER STUDIO  
LANDSCAPE ARCHITECTURE  
2819 3RD ST. SUITE 407  
SAN FRANCISCO, CA 94107  
415 438 1770

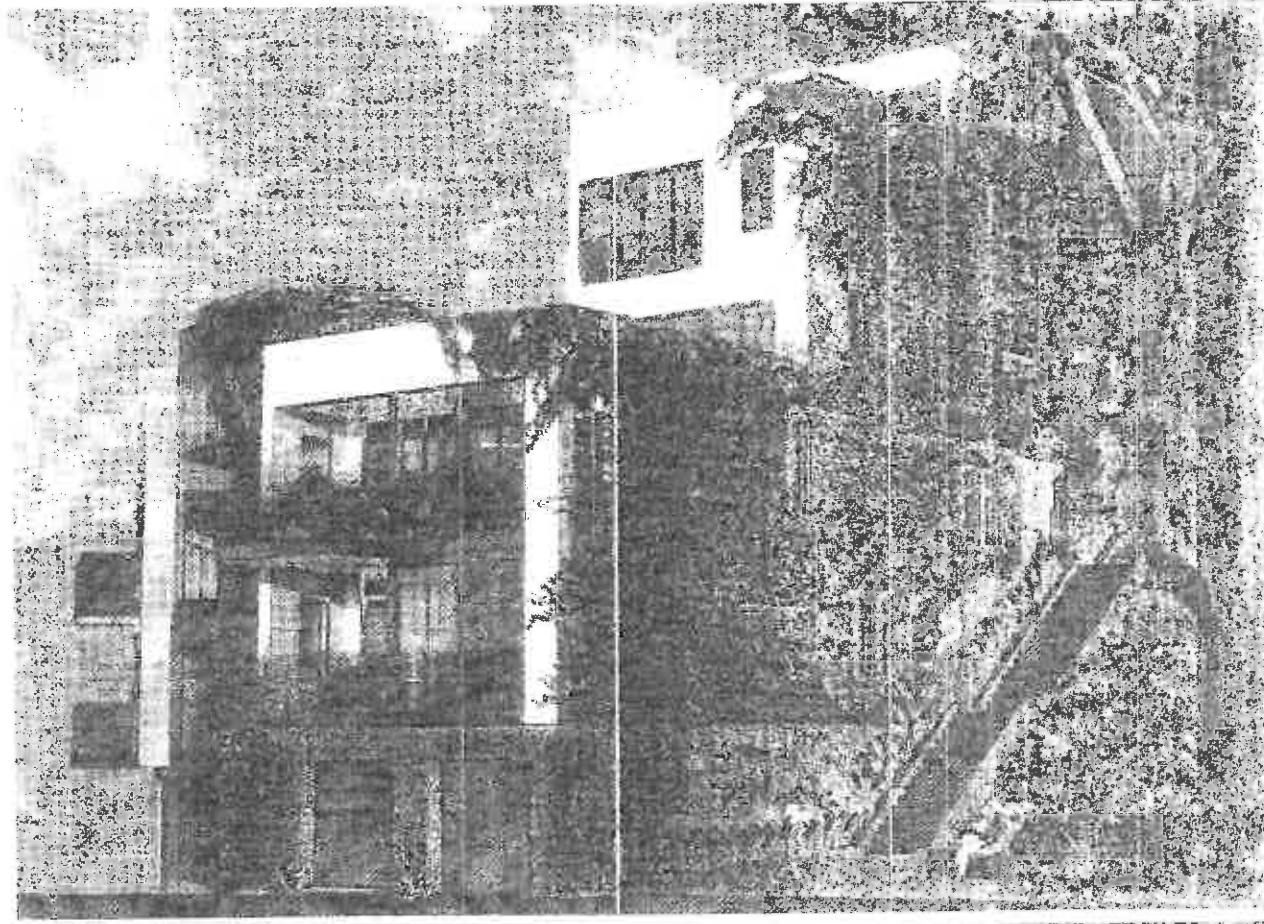
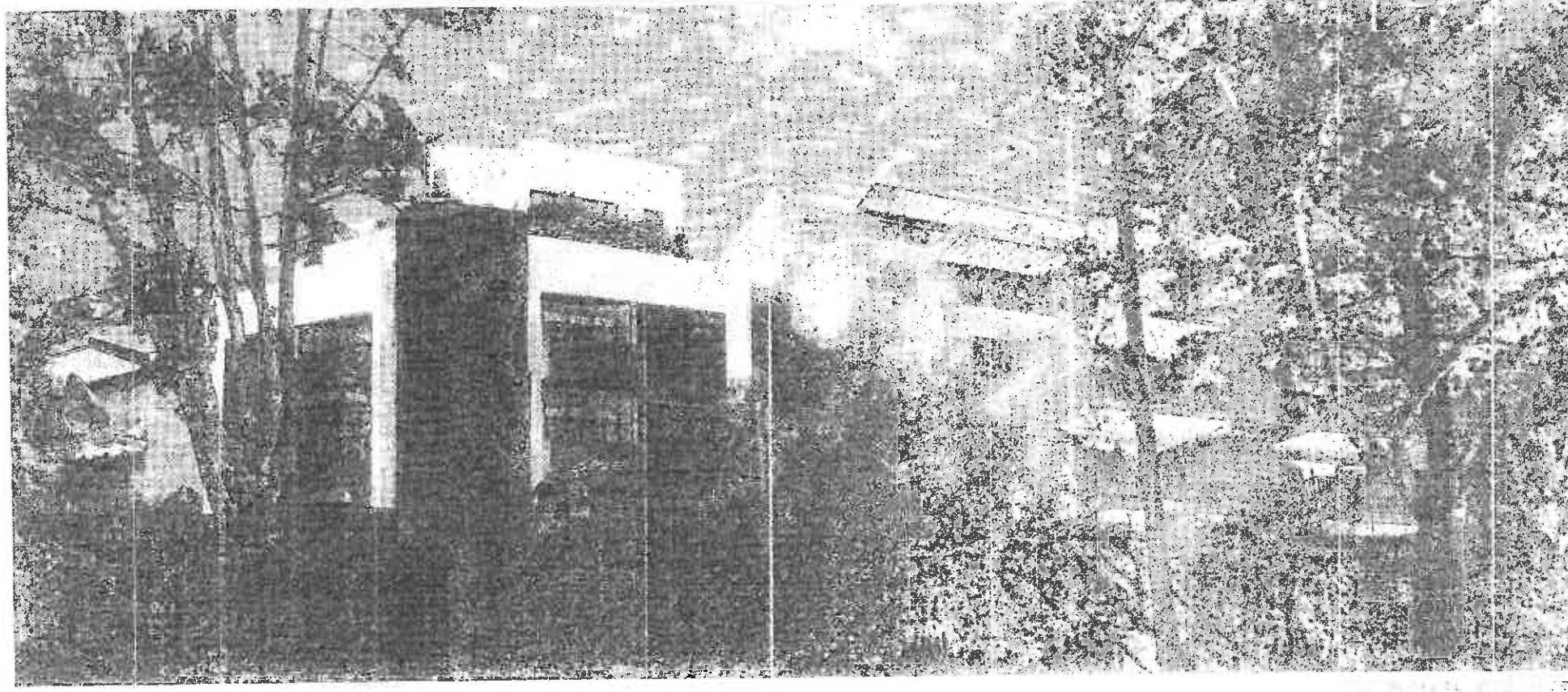


CONCEPTUAL  
LANDSCAPING  
PLAN &  
PLANTING

NEW 5 UNIT BUILDING  
TO CIRCULATE DRIVE  
SAN FRANCISCO  
BLK 2005 LOT 5  
PROJECT

DATE: 11/24/12  
SCALE: NTS

L-101



APR 15 1971  
NEW YORK, N.Y.  
FBI  
COMMUNICATIONS SECTION

LEOPOLD ZWEIFELBERG  
1331 Hamilton Street  
San Francisco, CA 94103  
(415) 622 7390 Voice  
(415) 622 9768 Fax

LEOPOLD ZWEIFELBERG  
1331 Hamilton Street  
San Francisco, CA 94103  
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LEOPOLD ZWEIFELBERG  
1331 Hamilton Street  
San Francisco, CA 94103  
(415) 622 7390 Voice  
(415) 622 9768 Fax



LEOPOLD ZWEIFELBERG  
1331 Hamilton Street  
San Francisco, CA 94103  
(415) 622 7390 Voice  
(415) 622 9768 Fax

LEOPOLD ZWEIFELBERG  
1331 Hamilton Street  
San Francisco, CA 94103  
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LEOPOLD ZWEIFELBERG  
1331 Hamilton Street  
San Francisco, CA 94103  
(415) 622 7390 Voice  
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LEOPOLD ZWEIFELBERG  
1331 Hamilton Street  
San Francisco, CA 94103  
(415) 622 7390 Voice  
(415) 622 9768 Fax

LEOPOLD ZWEIFELBERG  
1331 Hamilton Street  
San Francisco, CA 94103  
(415) 622 7390 Voice  
(415) 622 9768 Fax

L-102

8/14/13

**FILE**

**BOARD OF APPEALS**

**AUG 08 2013**

*986*

**APPEAL # R.R. | 13-062**

**TWIN PEAKS EASTSIDE NEIGHBORHOOD ALLIANCE (TPENA)**

**APPELLANT BRIEF TO THE SAN FRANCISCO BOARD OF APPEALS**

**70 Crestline – Appeal #13-062-RR**

**TPENA vs. DBI, PDA**

**Appellant Response to Permit Holder's Rehearing Request Filed 7/29/13**

**Re: Building Permit #1293586 (BPA #2009.08.25.5545-S)**

**Brief Submitted August 8, 2013**

**Hearing Date August 14, 2013**

The permit holder's Rehearing Request filed on July 29, 2013 is without merit, and does not meet the standards and requirements of the Board's Rules for Rehearings (Art. V, Sec. 9). The Board's decision on July 17, 2013 to uphold the TPENA appeal and revoke the permit was consistent with the original Vista Francisco Subdivision #1 (the "Subdivision"), as approved by the Board of Supervisors in December 1962 (see Exhibit A) . Said Subdivision approval included conditions and requirements for creation and maintenance of certain Planting Areas, as indicated by the Preliminary Planting Plan cited on and attached to the Subdivision map. The Board's decision to deny the permit to construct on one of the said Planting Areas simply upholds the original conditions of the Subdivision that were approved by the Board of Supervisors.

The Board's decision of July 17, 2013 does not cause "manifest injustice", does not create any "de-facto easement", and does not constitute "regulatory taking" of any owner's property or rights thereto. The Board's decision simply upheld the clearly stated conditions and requirements for maintenance of the Planting Areas cited on the Subdivision map approved by the Board of Supervisors 50 years ago. In addition, the Protective Covenants presented by the permit holder on 7/29/13, were recorded by the developer in September 1963, and included a "General Planting Areas" map showing the same open green spaces identified and discussed in the original hearing. The Covenants support the original Subdivision map regarding the Preliminary Planting Plan (October 1962), that was originally on file with Planning Department and City Engineers office (DPW), but that cannot be located by those two Departments.

The permit holder asserts that the Board's decision worked an unconstitutional result, amounting to an unconstitutional "taking" of the owner's property in the absence of "evidence in the public record that the undeveloped space...was meant as open space for the benefit of the subdivision." However, that is precisely what the Board of Supervisors' 1962 approval and the

1963 Protective Covenants, by their very terms, intended and created. The open spaces have been landscaped, planted, and maintained in the past 50 years (see Exhibit B). No construction was attempted from the time of the Board of Supervisors' 1962 approval of the Subdivision, with its reference to the Preliminary Planting Plan, until the current owner of 70 Crestline first attempted to subdivide the lot in 1998 (and then withdrew the proposal in 1999).

To establish a "taking", a property interest must first be shown. Here, there is no property interest. The current owner took title only subject to the approved Subdivision map and the Preliminary Planting Plan as adopted by the Board of Supervisors, as well as the Protective Covenants. Those restrictions were recorded, just as those affecting condominiums, gated communities, and other subdivisions. In light of those limitations, the current owner has no property interest in development of the open space on the subject lot, having no right to do so. Consequently, no "taking" has or will occur by denial of the subject permit. Perhaps he may have a case against a title insurance company, but that issue is immaterial to this Board's decision.

The Board's rehearing rules do call for rehearing in "extraordinary cases" and "to prevent a manifest injustice". First, there is nothing "extraordinary" about enforcing protective covenants concerning use and maintenance of properties covered by the covenants. As for "manifest injustice", similarly it must fail. Even aside from whether any "injustice" has occurred, it would be far from "manifest": "plainly and obviously unjust". Rather, the Board considered the contentions of the parties and showed awareness of the conflicting interests involved. Obviously, there was nothing "manifestly unjust" about the outcome.

Additionally, the attempt to invoke the rights of owners of other open spaces is misplaced. They are beyond the purview of this Board in ruling on the appeal of this building permit.

The permit holder's Rehearing Request does not provide *any* explanation of why the Protective Covenants from 1963 were not placed in evidence at the original hearing, as required by the Board's Rules (Art. V, Sec. 9(b)iii), (perhaps because they actually support the appellant's case). Therefore, this would appear to constitute failure on the part of the permit holder to exercise due diligence in the original hearing, and provides grounds for the Board's denial of the Rehearing Request.

Further, rehearing will be granted “only upon showing that new or different material facts or circumstances have arisen” and “could have affected the outcome of the original hearing.” Rules of the Board of Appeals, Art. V, Sec. 9(b). There has been no showing of new, different or material facts or circumstances that could have affected the outcome of the hearing. Certainly, long-ago recorded Protective Covenants are not “new”. They were recorded 35 years before the current owner of record purchased 70 Crestline in 1998. The only “new” circumstance is the change in agent representing the permit holder as cited in the Rehearing Request. Hiring a new attorney/agent with new arguments, that could have been but were not brought forward in the original hearing, does not warrant a “do-over” hearing of the appeal by the Board.

In addition, the newly-produced Covenants, rather than possibly changing the outcome of the Board of Appeals original hearing, *support* the outcome. The Covenants include the map of the “General Planting Areas” that supplies the delineation of the open spaces that would appear on the missing Preliminary Planting Plan cited with the Subdivision approved by the Board of Supervisors in 1962, as discussed in the original hearing. Furthermore, the 1963 Covenants reinforce the conditions and requirements of the Subdivision, as they provide for the Planting Areas to be maintained. It is difficult to imagine how the permit holder concludes that the Protective Covenants are persuasive to its case. Rather, they support the Board's decision that



certain parts of Vista Francisco, although in private hands, were to be maintained as open spaces for the benefit of the property values of all owners in the subdivision.

The permit holder's statement contains blatant misrepresentation of fact, in stating: *"From the Covenants, it is clear that (a) there are required Planting Areas in the Vista Francisco development, and (b) those areas do not include the Property."* Part (b) of this statement is totally false, as the portion of the lot for which the permit was issued (the subject Planting Area), is indeed a part of the subject Property. We would not be here today if the Planting Area was not a part of the Property that the permit holder proposes to subdivide then build on.

The permit holder's statement continues with additional misrepresentation of fact, in stating: *"That is not to say that there is no reference to required "Planting Areas." There are. It is clear that these areas are located on commonly held property that was to be maintained by the homeowners' association."* Another false statement. There is no "commonly held property" located in Vista Francisco. All parcels are privately held property as delineated on the Subdivision map.

The permit holders assertions that the discussions in the original hearing regarding density regulations were of any import in the Board's final decision-making are without merit. The Board clearly stated the reasons for their decision, and none of those cited any density issue. Nor was any density issue ever raised by the appellant in this matter. The density discussion, both in the original hearing and as now cited in the rehearing request, is a non-issue, and certainly presents no grounds for rehearing.

For all of the reasons stated above, the request for rehearing does not meet the standards and requirements for rehearing set forth in the Rules of the Board. The Board should therefore deny the Rehearing Request.

**70 Crestline – Appeal #13-062-RR**

**TPENA vs. DBI, PDA**

**EXHIBITS TO APPELLANT BRIEF**

**CONTENTS**

**EXHIBIT A....Vista Francisco Subdivision #1 (approved December 1962):**

- DPW Order #62-530
- Board of Supervisors' Resolution 756-62
- Subdivision Map (pages 1 & 2)

**EXHIBIT B....Vista Francisco Open Green Spaces:**

- Subdivision Map (annotated showing green spaces)
- Aerial View (with spaces marked, and list of locations)

(Note: The 14 open green spaces referred to in Exhibit B, p.2 are the ones located between series of buildings, and at the end of corner lots. There are additional green areas running as part of and along the rear side of lots, parallel to the streets (see Exhibit B, p. 1).)

**EXHIBIT A**

*JS*  
**CITY AND COUNTY OF SAN FRANCISCO**  
**DEPARTMENT OF PUBLIC WORKS**

*Bo. of Super*

ORDER NO. 62 530

The following are approved and transmitted to the Board of Supervisors:

- ✓ 1. Three (3) copies of Resolution Approving Map of Vista Francisco Subdivision No. 1;
- ✓ 2. Two (2) sets of Map (2 sheets each);
- ✓ 3. Subdivision Improvement Bond;
- ✓ 4. Monument Bond;
- ✓ 5. Copy of Tax Bills showing all taxes have been paid;
- ✓ 6. Check for sum of \$7.00 from Gasitas Investment Company to cover cost of filing the Map.

It is to be noted that the maps listed in Item 2 above include in the General Affidavit an agreement "to plant and maintain or, form an improvement association to maintain, landscaping in the land subdivided in accordance with that certain "Preliminary Planting Plan for Subdivision No. 1, Vista Francisco", revised October 3, 1962, copies of which are on file in the office of the City Engineer and Department of City Planning of the City and County of San Francisco".



The purpose of this agreement is to effectuate the recommendation of the City Planning Commission that provision be made for the landscaping of the subdivision open area and the maintenance thereof.



It is recommended that the Board of Supervisors adopt the Resolution.

RECOMMENDED:

*Clifford J. Goertz*  
Clifford J. Goertz  
City Engineer

Reuben H. Owens  
Director of Public Works

By *R. Brooks Carter*  
R. Brooks Carter  
Assistant Director, Admin.

December 5, 1962

File (3)  
File - Assistant Director  
Board of Supervisors  
Mr. Berke

• Ltrs. Nos. 3184, 3209 and 3215 ret'd.

GQN-McK

Approved 5 December 1962

Reuben H. Owens, Director tJ

1 **APPROVING MAP OF VISTA FRANCISCO SUBDIVISION NO. 1.**

2  
3 **RESOLVED**, That the certain map entitled "Vista Francisco Sub-  
4 division No. 1, City and County of San Francisco, California," compris-  
5 ing two sheets, approved the 5th day of November, 1962, by  
6 Department of Public Works Order No. 62 530, be and the same is  
7 hereby approved and adopted as the official Map of Vista Francisco  
8 Subdivision No. 1.

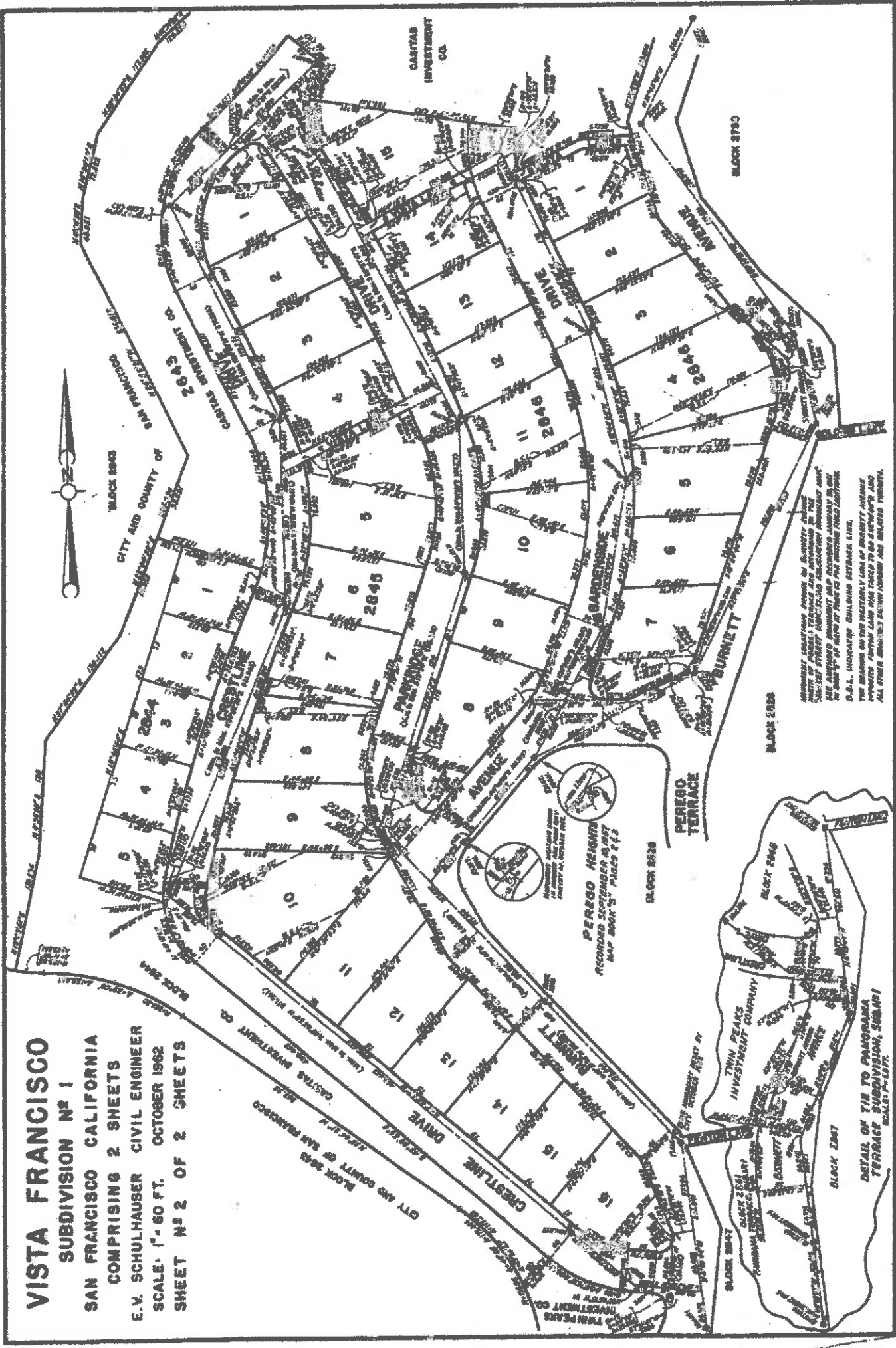
9 **FURTHER RESOLVED**, That the parcels of land delineated and design-  
10 ated thereon as Crestline Drive, Parkridge Drive, Gardenside Drive,  
11 Vista Lane and Burnett Avenue within the boundaries of said map, not  
12 previously dedicated, are hereby accepted on behalf of the City and  
13 County of San Francisco and declared to be open public streets dedi-  
14 cated to public use to be known by said names; and

15 **FURTHER RESOLVED**, That this Board of Supervisors does hereby  
16 accept on behalf of the City and County of San Francisco that certain  
17 deed from Cassitas Investment Company, granting the City and County of  
18 San Francisco all the land comprising Crestline Drive, Parkridge  
19 Drive, Gardenside Drive, Vista Lane and Burnett Avenue as shown on  
20 said map; and

21 **FURTHER RESOLVED**, That this Board of Supervisors does hereby  
22 accept on behalf of the City and County of San Francisco that certain  
23 easement deed from the Cassitas Investment Company, granting the City  
24 and County of San Francisco easements to maintain the sewer systems of  
25 said subdivision; and

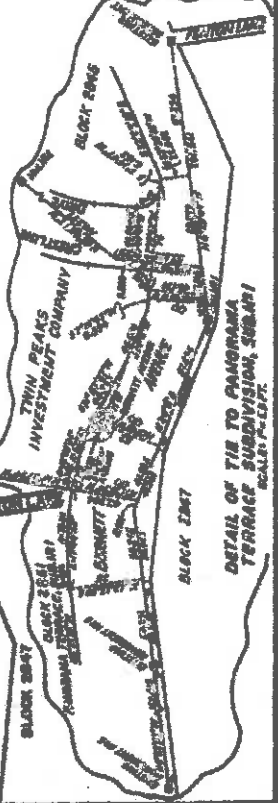
26 **FURTHER RESOLVED**, That the certain Subdivision Performance Bonds  
27 with Cassitas Investment Company, as Principal, and the United Pacific  
28 Insurance Company, as surety, in the total sum of One Hundred Twenty  
29 Eight Thousand and No/100 Dollars (\$128,000.00) conditioned for the  
30 faithful performance of street work and setting monuments as shown on  
31 said Map is hereby approved and accepted.

VISTA FRANCISCO  
SUBDIVISION NO. 1  
SAN FRANCISCO CALIFORNIA  
COMPRISING 2 SHEETS  
E.V. SCHULHAUSER CIVIL ENGINEER  
SCALE: 1" = 60 FT. OCTOBER 1962  
SHEET NO. 2 OF 2 SHEETS



UNLESS OTHERWISE SHOWN ON SUBDIVISION PLAT  
THE BOUNDARIES OF THIS PROPERTY ARE TO BE  
DETERMINED BY THE SURVEYOR'S FIELD NOTES AND  
BY THE SET OFFS OF THE SURVEYOR'S FIELD NOTES  
IN ACCORDANCE WITH THE PROVISIONS OF THE  
S.D.S. IN THE BOUNDARY SURVEYING ACT.  
THE BOUNDARIES OF THIS PROPERTY ARE TO BE  
DETERMINED BY THE SURVEYOR'S FIELD NOTES  
AND BY THE SET OFFS OF THE SURVEYOR'S  
FIELD NOTES IN ACCORDANCE WITH THE  
PROVISIONS OF THE S.D.S. IN THE  
BOUNDARY SURVEYING ACT.

PERIGO HEIGHTS  
RECORDED SEPTEMBER 9, 1957  
MAP BOOK 5, PAGES 243



DETAIL OF TIE TO PANORAMA  
TERRACE SUBDIVISION, SUB. NO. 1  
SCALE: 1" = 60 FT.

# VISTA FRANCISCO

## SUBDIVISION N<sup>o</sup> 1

SAN FRANCISCO CALIFORNIA

COMPRISING 2 SHEETS

E.V. SCHULHAUSER CIVIL ENGINEER

OCTOBER 1962

SHEET N<sup>o</sup> 1 OF 2 SHEETS

### KNOW ALL MEN BY THESE PRESENTS:

*That we the undersigned are the only parties having any record title interest in the land subdivided and shown enclosed within the red boundary line upon this map and do hereby consent to the preparation and recordation of this map entitled "VISTA FRANCISCO, SUBDIVISION N<sup>o</sup> 1, SAN FRANCISCO, CALIFORNIA", comprising two (2) sheets, and do hereby offer for dedication for public use as streets or highways the parcels of land delineated and designated hereon as CRESTLINE DRIVE, PARKRIDGE DRIVE, GARDENSIDE DRIVE, BURNETT AVENUE and VISTA LANE, and do hereby agree to plant and maintain, or form an improvement association to maintain, landscaping in the land subdivided in accordance with that certain "Preliminary Planting Plan for Subdivision No. 1, VISTA FRANCISCO," revised October 3, 1962, copies of which are on file in the offices of the City Engineer and Department of City Planning of the City and County of San Francisco.*

OWNERS: CASITAS INVESTMENT COMPANY, a California Corporation

by \_\_\_\_\_ by \_\_\_\_\_  
Vice president Secretary

2222 NINETEENTH REALTY COMPANY, a California Corporation (as trustee)

by \_\_\_\_\_ by \_\_\_\_\_  
President Secretary

TWIN PEAKS INVESTMENT COMPANY a California Corporation (as beneficiary)

by \_\_\_\_\_ by \_\_\_\_\_  
President Secretary

VISTA FRANCISCO  
SUBDIVISION N#1  
SAN FRANCISCO CALIFORNIA  
COMPRISING 2 SHEETS  
E.V. SCHULHAUSER CIVIL ENGINEER  
OCTOBER 1962  
SHEET N#1 OF 2 SHEETS

KNOW ALL MEN BY THESE PRESENTS:  
That the undersigned are the only parties having any record  
interest in the land subdivided and shown enclosed within the red  
boundary line upon this map and do hereby consent to the preparation  
and recording of this map entitled "VISTA FRANCISCO, SUBDIVISION  
N#1, SAN FRANCISCO, CALIFORNIA", comprising two (2) sheets, and do  
hereby offer for dedication for public use as streets or highways the  
parcels of land delineated and designated herein as CRESTLINE  
DRIVE, PARKERIDGE DRIVE, GARDENSIDE DRIVE, BURNETT AVENUE and  
VISTA LAINE, and do hereby agree to defend and maintain for an improvement association  
to maintain, including in the land subdivided in accordance with that certain "Preliminary  
Plan for Subdivision N#1, VISTA FRANCISCO", dated October 3, 1962, copies of which are on file in  
the office of the City Engineer and Department of City Planning of the City and County of San Francisco.

DMRREC CASITAS INVESTMENT COMPANY, a California Corporation  
by \_\_\_\_\_, its president  
2222 NINETEENTH BELL COMPANY, a California Corporation (trustee)  
by \_\_\_\_\_, its President  
TWIN PEAKS INVESTMENT COMPANY, a California Corporation (as beneficiary)  
by \_\_\_\_\_, its Secretary

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO : S.S.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 1962, before me  
a Notary Public in and for the City and County of San Francisco,  
personally appeared \_\_\_\_\_ and  
known to me to be the vice president and secretary respectively  
of CASITAS INVESTMENT COMPANY, the corporation that executed  
the within and foregoing instrument and also known to me to be  
the persons who executed it on behalf of the corporation therein named  
and they acknowledged to me that such corporation executed the same.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal of my office in the City and County of San Francisco, the  
day and year in this certificate first above written.  
My commission expires \_\_\_\_\_.

Notary Public in and for the City and  
County of San Francisco, State of Calif.

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO : S. S.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 1962, before me  
a Notary Public in and for the City and County of San Francisco, personally  
appeared \_\_\_\_\_ and  
known to me to be the president and secretary respectively of 2222 NINE-  
TEENTH BELL COMPANY, the corporation that executed the within  
and foregoing instrument and also known to me to be the persons who ex-  
ecuted it on behalf of the corporation therein named and they acknow-  
ledged to me that such corporation executed the same.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal of my office in the City and County of San Francisco, the  
day and year in this certificate first above written.  
My commission expires \_\_\_\_\_.

Notary Public in and for the City and  
County of San Francisco, State of Calif.

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO : S.S.  
On this \_\_\_\_\_ day of \_\_\_\_\_, 1962, before me  
a Notary Public in and for the City and County of San Francisco, personally  
appeared \_\_\_\_\_ and  
known to me to be the president and secretary respectively of TWIN PEAKS  
INVESTMENT COMPANY, the corporation that executed the within  
and foregoing instrument and also known to me to be the persons who  
executed it on behalf of the corporation therein named and they acknow-  
ledged to me that such corporation executed the same.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal of my office in the City and County of San Francisco, the  
day and year in this certificate first above written.  
My commission expires \_\_\_\_\_.

Notary Public in and for the City and  
County of San Francisco, State of Calif.

Notary Public in and for the City and  
County of San Francisco, State of Calif.

I, R. J. DOLAN, Clerk of the Board of Supervisors of the City and  
County of San Francisco, State of California, do hereby certify that said  
Board of Supervisors by its Resolution No. \_\_\_\_\_ adopted  
approves this map entitled "VISTA FRANCISCO, SUBDIVISION N#1, SAN  
FRANCISCO, CALIFORNIA", comprising two (2) sheets and accepts on  
behalf of the public, CRESTLINE DRIVE, PARKERIDGE DRIVE, GARDEN-  
SIDE DRIVE, BURNETT AVENUE and VISTA LAINE.  
IN WITNESS WHEREOF, I have hereunto subscribed my hand  
and caused the Seal of this office to be affixed.

Clerk of the Board of Supervisors  
City and County of San Francisco

I do hereby certify that during the month of \_\_\_\_\_, 1962 a survey  
authorized by CASITAS INVESTMENT COMPANY was made under  
my direction and that the survey is true and correct as shown  
on the within map of VISTA FRANCISCO, SUBDIVISION N#1, SAN  
FRANCISCO, CALIFORNIA, comprising two (2) sheets.  
I do hereby certify that the monuments are of the character  
and occupy the positions indicated on the within map (or that they will  
be set in such positions and at such time as agreed upon) and that they  
are sufficient to establish this survey to be returned.  
Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1962.  
E.V. SCHULHAUSER  
Registered Civil Engineer N#15236

I, CLIFFORD J. GEERTS, City Engineer of the City and County  
of San Francisco, do hereby certify that I have examined this final map  
of "VISTA FRANCISCO, SUBDIVISION N#1, SAN FRANCISCO, CALIFORNIA",  
comprising two (2) sheets, that the subdivision shown hereon is  
substantially the same as it appeared on the tentative map or any  
approved alterations thereto, that all preparations for the SUBDIVISION  
MAP ACT and any other ordinance applicable at the time of approval  
of the tentative map have been complied with and I am satisfied that  
said map is technically correct.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1962.

City Engineer

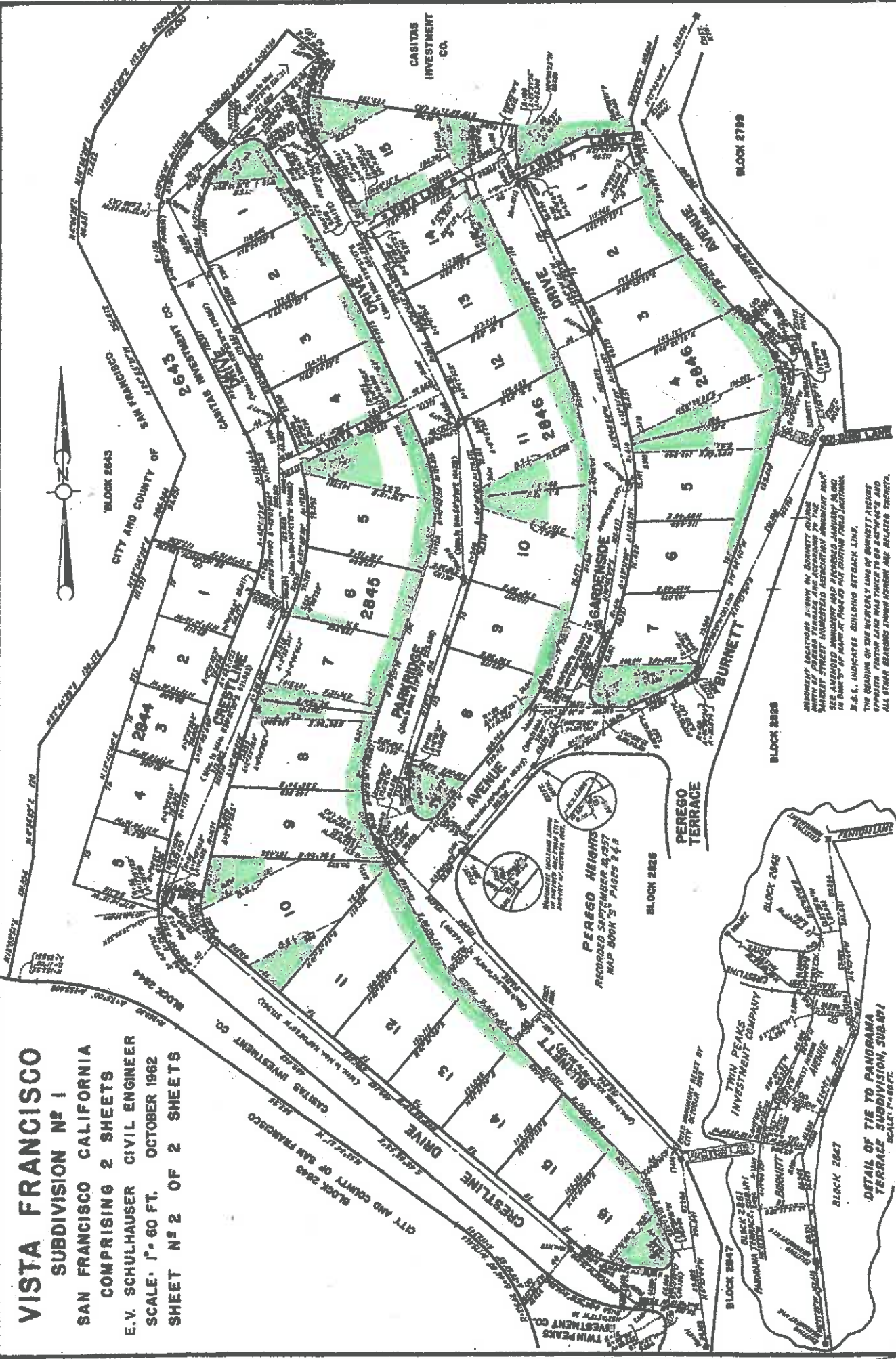
This map is approved this \_\_\_\_\_ day of \_\_\_\_\_, 1962, by Order No. \_\_\_\_\_  
ATTEST:  
Assistant Director  
Department of Public Works  
Director of Public Works  
and Advisory Agency

APPROVED AS TO FORM  
THOMAS M. O'DONNOR, CITY ATTORNEY  
By \_\_\_\_\_  
Deputy City Attorney  
RECORDED DEC. 28, 1962  
BOOK "T" PAGES 104 & 105

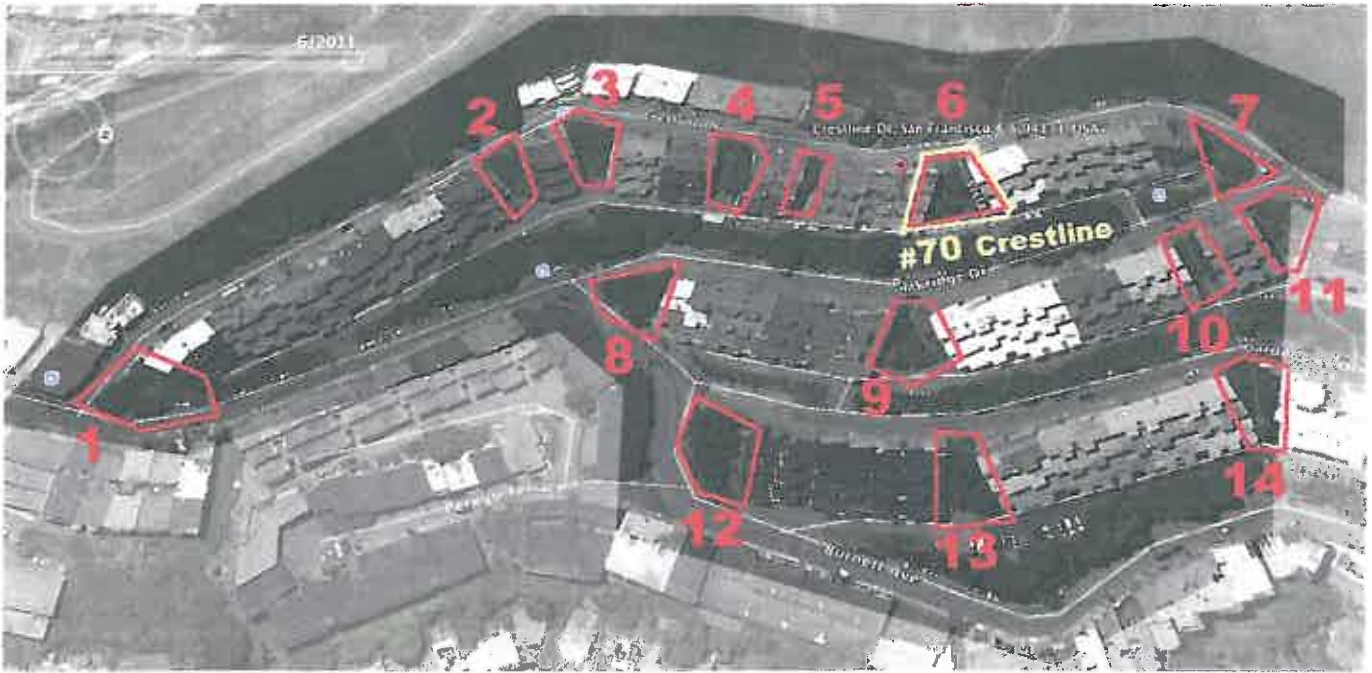


**EXHIBIT B**

**VISTA FRANCISCO**  
**SUBDIVISION N° 1**  
 SAN FRANCISCO CALIFORNIA  
 COMPRISING 2 SHEETS  
 E.V. SCHULHAUSER CIVIL ENGINEER  
 SCALE: 1" = 60 FT. OCTOBER 1962  
 SHEET N° 2 OF 2 SHEETS



GREEN HIGHLIGHTING SHOWS BUILDING SETBACK LINE (TRINA 6/27/13)



**VISTA FRANCISCO – 14 PLANNED OPEN GREEN SPACES**

- |     |            |  |
|-----|------------|--|
| #1  | Crestline  | 2 Crestline @ Burnett with Vista Francisco signage         |
| #2  | Crestline  | Between 30 & 40 Crestline                                  |
| #3  | Crestline  | Between 40 & 44 Crestline                                  |
| #4  | Crestline  | Between 50 & 60 Crestline                                  |
| #5  | Crestline  | Between 60 & 66 Crestline                                  |
| #6  | Crestline  | Between 70 & 74 Crestline – PUBLIC STAIRS – VISTA LANE     |
| #7  | Crestline  | At end of 96 Crestline @ Parkridge                         |
|     |            |  |
| #8  | Parkridge  | At end of 2 Parkridge @ Burnett                            |
| #9  | Parkridge  | Between 30 and 40 Parkridge                                |
| #10 | Parkridge  | Between 70 and 90 Parkridge – PUBLIC STAIRS – VISTA LANE   |
| #11 | Parkridge  | Between 90 and 98 Parkridge                                |
|     |            |  |
| #12 | Gardenside | At 10 Gardenside @ Burnett                                 |
| #13 | Gardenside | Between 22 and 30 Gardenside                               |
| #14 | Gardenside | Between 50 and 110 Gardenside – PUBLIC STAIRS – VISTA LANE |

SOURCE: TPENA EXHIBITS  
 TO BRIEF 6/27/13  
 B.O.A. Appeal #13-067  
 TPENA vs DBB/PDA

H D 8/14/13

FILE

BOARD OF APPEALS

AUG 07 2013

986

APPEAL # R.R. /13-062

Thomas Fong  
90 Parkridge Dr., #13  
San Francisco, CA 94131  
(415) 515-0144  
August 7, 2013

Cynthia Goldstein, Executive Director  
SF Board of Appeals  
1650 Mission Street, Room 304  
San Francisco, CA 94103

RE: 70 Crestline – Appeal #13-062 RR

Dear Executive Director:

I.  
RULES OF THE BOARD OF APPEALS (EXCERPT)  
SECTION 9. REHEARING REQUESTS.

(b) Except in extraordinary cases, and to prevent manifest injustice, the Board may grant a Rehearing Request only upon a showing that new or different material facts or circumstances have arisen, where such facts or circumstances, if known at the time, could have affected the outcome of the original hearing. The written request shall state:

- (i) the nature and character of the new facts or circumstances;
- (ii) the names of the witnesses and/or a description of the documents to be produced; and
- (iii) why the evidence was not produced at the original hearing

(c) Failure to exercise due diligence to produce the new facts and circumstances at the previous hearing shall be deemed grounds for denial of the request.

- II.
- The Board's decision on July 17 to deny the permit does not cause "manifest injustice", as it does NOT constitute a "de facto easement" nor a "regulatory taking" of any owner's property or rights thereto. All owners in Vista Francisco (including Mr. Boschetti) can still submit application to the city for any development on their property that they so choose to propose, and will still receive full due process in seeking required city approval for such proposed development. The Board's decision on 7/17 simply upheld the stated conditions and agreements contained in the original Subdivision Map as approved by the Board of Supervisors, which included the creation and maintenance of Planting Areas as identified in the Preliminary Planting Plan (October 1962) on file (but not yet located) with the Planning Dept. and City Engineer (DPW), and, as brought forward on 7/29 by the permit holder, with the Protective Covenants (PC) recorded by the developer with the city in September 1963, and as identified on the PC's map as "General Planting Areas". All of these areas are part of the privately held lots identified in the Subdivision; there is no "commonly held" land in Vista Francisco.
  - The permit holder's statement with the Rehearing Request filed on 7/29 does not provide any explanation (as required by Board Rules) as to why the Protective Covenants (1963) were not placed in evidence in the original hearing. Therefore, this constitutes failure on the part of the permit holder to execute due diligence in the original hearing, and provides grounds for the Board's denial of the rehearing request according to Board Rules.
  - Hiring a new attorney/agent with new arguments, that were not brought forward in the original hearing, does not warrant a "do-over" hearing of the appeal by the Board.

Sincerely,



Thomas Fong

H D 8/14/13

FILE

Lloyd T. Smith, USMC/Ret  
66 Crestline Drive, #9  
San Francisco, CA 94131  
[L.T.semperfi@gmail.com](mailto:L.T.semperfi@gmail.com)  
415-285-0258

BOARD OF APPEALS

AUG 08 2013 *efg*

APPEAL # R.R. 13-062

August 7, 2013

Attn: Ms. Cynthia Goldstein, Executive Director  
SF Board of Appeals  
1650 Mission Street, Room 304  
San Francisco, CA 94103

Re: 70 Crestline – Appeal #13-062 RR

Ms. Goldstein,

My wife and I have enjoyed living in the Vista Francisco neighborhood of San Francisco for nearly 30 years. We are members of the Twin Peaks Eastside Neighborhood Alliance – TPENA. On July 17, 2013, we both participated in the hearing to appeal the development permit granted for 70 Crestline Drive. At that time, the Board thoroughly reviewed the myriad of issues integral to this matter and decisively upheld the Appellants based on multiple concerns. The permit holder's statement with the Rehearing Request filed on 7/29/13 does not provide any explanation (as required by Board Rules) as to why the Protective Covenants (1963) were not placed in evidence in the original hearing. Therefore, this constitutes failure on the part of the permit holder to execute due diligence in the original hearing, and provides grounds for the Board's denial of the rehearing request according to Board Rules. The proposed project's complete compliance regarding codes, subdivision and density standards was made clear several times at the original appeal by the Owners, but they seemed ill-prepared to adequately present the information to the Board.

Hiring a new attorney/agent with new arguments, that were not brought forward in the original hearing, does not warrant a "do-over" hearing of the appeal by the Board.

The Board of Appeals had a choice to make and on July, 17 2013 they made a decision. There is no reason to re-open the question. I respectfully request that you deny this rehearing request for being baseless.

Very truly yours,



Lloyd T. Smith, USMC/Ret  
TPENA member  
Vista Francisco resident

H D 8/14/13

FILE

Kristen J. Kiley  
66 Crestline Drive, #9  
San Francisco, CA 94131  
[kristenkiley@gmail.com](mailto:kristenkiley@gmail.com)  
415-285-0258

BOARD OF APPEALS

AUG 08 2013

CJK

APPEAL # R.R. / 13-062

August 7, 2013

Attn: Ms. Cynthia Goldstein, Executive Director  
SF Board of Appeals  
1650 Mission Street, Room 304  
San Francisco, CA 94103

Re: 70 Crestline – Appeal #13-062 RR

Ms. Goldstein,

My husband and I have enjoyed residency in the Vista Francisco development of San Francisco for nearly 30 years. We are members of the Twin Peaks Eastside Neighborhood Alliance – TPENA. On July 17, 2013, we both participated in the hearing to appeal the development permit granted for 70 Crestline Drive. At that time, the Board thoroughly reviewed the myriad of issues integral to this matter and decisively upheld the appellants based on multiple concerns. Nothing has changed. Nothing new has materialized that was not readily available prior to the original appeal.

None of the points offered in the rehearing request bring any new considerations into play. There never was documentation confirmed to uphold the “open spaces” design policy. The Covenants now being proffered do not change that and do not negate the existence of the “open spaces” documentation deemed to be lost. The Covenants may or may not be salient, but there’s no reason they could not have been presented at the original appeal. The original documentation question was discussed fully at that time. The proposed project’s complete compliance regarding codes, subdivision and density standards was made clear several times at the original appeal by the owners, but they seemed ill-prepared to adequately present the information to the Board. That, however, does not mean they get a do-over.

The owner’s claims of manifest injustice being attached to the Board’s decision is just ludicrous. The Board came to its conclusions by interpreting original design concerns and assessing existing conditions. No new restrictions were imposed on owners. Nothing prohibits any owner from pursuing future development projects as they see fit, and nothing prohibits the Board from independent consideration of any proposed project.

It is more than codes, statistics and fees that build a city. The Board must make decisions based on more than bald facts. You protect the integrity of our living spaces and lifestyle needs. You ensure our safety and well-being. We choose to live in San Francisco, and we trust city planners to safeguard the ideal of that choice. The Board of Appeals did that on July 17, 2013 with their decision. There is no reason to re-open the question. The fact of the matter is that the owner’s group did not expect defeat and did not prepare, perhaps, as well as they should have for the hearing. This and a new legal “dream team” putting a new spin on old information does not justify rehearing before the Board. It is an affront to the Board and the municipal process. I respectfully request that you deny this rehearing request for being baseless...too little too late. Thank you for your time and consideration.

Very truly yours,



Kristen J. Kiley  
TPENA member  
Vista Francisco resident

HD 8/14/13

FILE

Nancy O'Brien  
74 Crestline Dr., #9  
San Francisco CA 94131

Aug. 8, 2013

RE: 70 Crestline; Appeal No. 13-062-RR

BOARD OF APPEALS

AUG 08 2013 C88

APPEAL # R.R. / 13-062

To Members of the Board of Appeals and  
Cynthia Goldstein, Executive Director

This rehearing request is totally without merit.

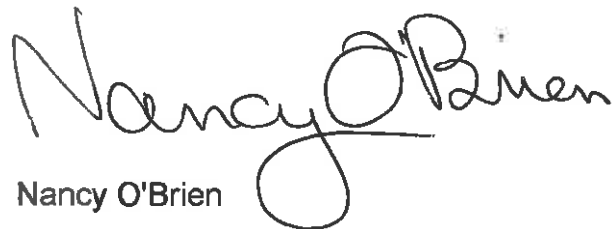
First, there is no statement of why the proposed evidence was not presented at the original hearing. All that evidence existed long before this whole thing started, so it's not "new".

Second, there is no showing that it could have changed the outcome of that hearing. In fact, the Protective Covenants and the attached map, outlining the "General Planting Areas", supports the argument made by the Twin Peaks Eastside Neighborhood Association (of which I am a member). The subdivision map was approved by the Board of Supervisors and it requires the the planting areas. The protective covenants require maintenance of the planting areas. So what's the issue?

(And the attorney doesn't seem to understand that there is no "commonly held" land in Vista Francisco! A quick review of the subdivision map shows that the planting areas are all on the individual lots, some on a single lot, like 70 Crestline, and some planting areas straddle two lots, like the one between 30 and 40 Parkridge. Perhaps they think that the dotted lines are lot lines; they aren't —they show the allowable extent of construction under the subdivision map.)

Please deny the request for hearing as it does not meant the standards in your rules.

Respectfully submitted,

  
Nancy O'Brien

4 D 8/14/13

FILE

BOARD OF APPEALS

AUG 08 2013

APPEAL # R.R. 13-062

Cynthia Goldstein, Executive Director, Board of Appeals  
1650 Mission St. Room 304, San Francisco, CA 94103

**SUBJECT: 70 Crestline - Appeal #13-062 RR**

August 7, 2013

Dear Cynthia Goldstein and Members of the Board of Appeals,

I am writing to request that you deny a rehearing of the 70 Crestline - Appeal #13-062.

The Protective Covenant documents, dated August 9, 1963 and September 12, 1963 reinforce the original design of Vista Francisco, Subdivision No. 1 development as having mandated planting plans and open spaces to be maintained by the owners of all the lots in this development. The Subdivision Map No. 1, included with the Protective Covenant document, shows the "General Planting Areas" outlined in red are the same planting areas presented in TPENA's brief at the July 17, 2013 hearing. These planting areas include private lots. This is not new information.

The Planning Department was represented fairly by the Zoning Administrator. Scott Sanchez acknowledged that the Planning Department recommended denial of the building permit, for reasons that were covered in the July 17<sup>th</sup> hearing. It is his job to now represent the Planning Commission's decision, which he did. The Planning Department did not ill-advise the board on the subdivision; rather, Scott provided answers to the Board's procedural questions without hesitation.

The issue of density limit was never raised by TPENA nor the permit holder in the July 17 hearing. This issue was not a factor in the July 17<sup>th</sup> hearing and is not a valid point for a rehearing. No one is disputing density limits.

As for manifest injustice, the 24-page Protective Covenants and Subdivision Map No. 1 do indeed show that the Vista Francisco development is a covenant among ALL the owners of Vista Francisco. There are restrictions for "General Planting Areas" and they do include private property lots. These arguments were presented at the July 17<sup>th</sup> hearing. The Board of Appeals decision does not violate any of the owners' rights or manifest injustice. Rather, the Board's decision to deny a building permit within the Vista Francisco development upholds the Protective Covenants that serve all owners within this development.

I do not believe there are new facts and circumstances presented. I respectfully request you deny a rehearing. Thank you for your attention.

Sincerely,



Martha Gorzycki

70 Crestline Drive #9, San Francisco, CA 94131



H D 8/14/13

FILE

**ADRIAN BRAVO and KARLA BRAVO**

61 Crestline Dr., Apt. #6  
San Francisco, CA 94131  
email: adrianbrav@yahoo.com

BOARD OF APPEALS

AUG 08 2013

APPEAL # R.R. | 13-062

August 7, 2013

Cynthia Goldstein, Executive Director, Board of Appeals  
1650 Mission St #304  
San Francisco, CA 94103  
RE: 70 Crestline - Appeal #13-062 RR

Dear Ms. Goldstein:

We have been residents of Vista Francisco for 20 years. We humbly and respectfully ask that the Rehearing Request pertaining to the above-mentioned matter be denied on several grounds.

Firstly, the Board's prior decision of July 17, 2013 did not cause the individual seeking the Rehearing "manifest injustice." That is, the Board's decision did not affect his ability to develop his property. It merely upheld the conditions of the original Subdivision Map which state that the Planting Areas interspersed among the housing units are intentional and should therefore be left unperturbed.

Secondly, the Rehearing Request should be denied because according to Section 9(b) of the Board of Appeals Rules, Rehearings should only be granted if "new or different material facts or circumstances have arisen, where such facts or circumstances, if known at the time, could have affected the original hearing." We respectfully submit to you that this requirement has not been met. In our opinion, no new facts or circumstances have arisen since the time of the original hearing, and therefore, the Request should be denied.

For the above-mentioned reasons, and because it was determined by the Board that the construction of the proposed project would result in a dangerous and irreversible precedent in violation of the original Subdivision Map, we respectfully ask that the Rehearing Request be denied.

Sincerely,



Adrian Bravo



Karla Bravo

FILE

HD 8/14/13

Cynthia Goldstein, Executive Director  
Board of Appeals

BOARD OF APPEALS

70 Crestline - Appeal #13-062 RR

AUG 08 2013 C98

APPEAL #RR-13-062

To whom it may concern,

The Board should not grant a new hearing because:

1) The permit holder's statement with the Rehearing Request filed on 7/29/13 does not provide any explanation (as required by Board Rules) as to why the Protective Covenants (1963) were not placed in evidence in the original hearing. Therefore this constitutes failure on the part of the permit holder to exercise due diligence in the original hearing, and provides grounds for the Board's denial of the rehearing request according to Board Rules.

2) Hiring a new attorney/agent with new arguments that were not brought forward in the original hearing, does not warrant a "do-over" hearing of the appeal by the Board.

For the reasons stated above, the Board should deny the Rehearing Request

Sincerely,

Elizabeth Terry Jenkins

#4 (Crestline) #3  
SF. CA #4131.



Edwin M. Lee, Mayor  
Mohammed Nuru, Director  
Fuad S. Sweiss, PE, PLS,  
City Engineer & Deputy Director of Engineering



Phone: (415) 554-5827  
Fax: (415) 554-5324  
[www.sfdpw.org](http://www.sfdpw.org)  
[Subdivision.Mapping@sfdpw.org](mailto:Subdivision.Mapping@sfdpw.org)

Submitted at Public Hearing  
S.E. Board of Appeals

Appeal No. 13-062

*ROZ*

Department of Public Works  
Office of the City and County Surveyor  
1155 Market Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

Henry Karnilowicz  
c/o Occidental Express  
1019 Howard Street  
San Francisco, CA 94103

|                                |
|--------------------------------|
| Assessor's Block No. 7629      |
| Lot: 005                       |
| Address: 70 Crestline Drive    |
| Project: A Two Lot Subdivision |
| Date: 08/14/13                 |

Mr. Karnilowicz,

We have received the tentative map for the proposed two lot subdivision of the property at 70 Crestline Drive.

The subdivision map that created Lot 5, Assessor's Block 2845 was The Vista Francisco Subdivision No. 1 and recorded December 28, 1962.

Within lot 5, that is the subject of the proposed subdivision, there is a line which bears S76°12E, 143.721' and shown as a B.S.L.. The notes at the bottom of this page indicate that B.S.L. is a Building Setback Line.

I have made the decision that the intent for the BSL (Building Setback Line) shown on the original subdivision map was intended to prevent building beyond that line. We are allowing the Parcel Map to go forward; however, the proposed new Parcel shall be labeled on the map as an area not to be built upon.

Sincerely,

Bruce Storrs, PLS  
City and County Surveyor  
City and County of San Francisco

cc: Giampaolo Boschetti, Owner  
Scott Sanchez, CCSF-DCP

H D 11/13/13  
FILE

BOARD OF APPEALS

NOV 14 2013

APPEAL # 13-062RR

Nancy O'Brien  
74 Crestline Dr., #9  
San Francisco, CA 94131

November 14, 2013

RE: 70 Crestline; Appeal No. 13-062-RR

To: Members of the Board of Appeals and  
Cynthia Goldstein, Executive Director

On 8/14/13, the Board of Appeals deferred its decision on the permit holder's Rehearing Request (RR) pending the outcome of the subdivision application filed on 7/15/13 with the Department of Public Works (DPW). On 9/11/13, DPW issued a Conditional Approval of the subdivision, allowing the lot-split, but with the condition that no building can take place on the new parcel (see Exhibit A). The reasons for this condition were outlined in the City Surveyor's letter to the applicant dated 8/14/13 (Exhibit B), which cited the Building Setback Lines (BSL) contained in the original Vista Francisco Subdivision #1 map, approved by the Board of Supervisors in 1962 (see Exhibit E). The BSL's established the "no-build" restrictions that delineate and protect the open green spaces in Vista Francisco from development. The Zoning Administrator's letter dated 9/6/13 (cited with the DPW Conditional Approval) reiterates the "no-build" restrictions of the BSL's (see Exhibit C).

**Any appeal of the DPW Conditional Approval of the subdivision issued on 9/11/13 falls under the jurisdiction of the Board of Supervisors. No appeal of the subdivision Conditional Approval was filed with the Board of Supervisors within the 10-day filing window that closed 9/23/13 (see Exhibit D).**

As stated by the appellant, the Twin Peaks Eastside Neighborhood Alliance (TPENA), in their brief dated 8/8/13 and testimony in the RR hearing on 8/14/13, the Rehearing Request falls far short of the standards and requirements that would warrant a new hearing under the Board's rules. The Board's decision on 7/17/13 to deny the permit does not create any de-facto easement, nor regulatory taking, nor any manifest injustice, as the owner has no vested interest or right to develop the open green space based on the restrictions established by the Building Setback Lines on the 1962 Vista Francisco Subdivision #1 map, as explained in the City Surveyor's letter to the applicant dated 8/14/13 that was shared with the Board by the Zoning Administrator in the hearing of the same date (see Exhibit B).

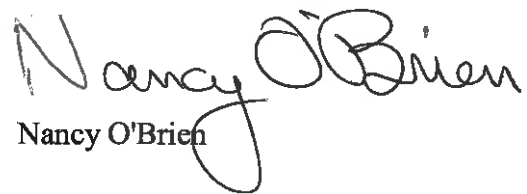
In addition, no new facts have arisen since the original hearing (except for the DPW "no-build" Conditional Approval of the subdivision on 9/11/13, Exhibit A). The Protective Covenants of 1963 brought forward as "new" by the permit holder in the Rehearing Request are not new facts, and could have been produced at the original appeal hearing on 7/17/13, as the permit holder had knowledge of these Covenants well in advance of that hearing. This fact is demonstrated by the cites of the Covenants included within the owner's Title Report for 70 Crestline dated 4/3/13 and its submission by the permit holder to DPW as part of the subdivision application filed on 7/15/13 (see Exhibit F). This submission to DPW on 7/15/13 included not only the Title Report dated 4/3/13 that cites the Covenants, *but also a copy of those Covenants*. If they were available for submission to DPW on 7/15/13, they could have

been available to the Board at the 7/17/13 original hearing (or before). The permit holder's Rehearing Request provides no explanation as to why the Covenants were not produced at the original hearing, stating only that they were "not available for review by the Board". Further, I fail to see how these Covenants support any of the permit holder's arguments, and certainly would not have changed the Board's decision in the original hearing, particularly now in light of the pre-existing restrictions of the Building Setback Lines on the original subdivision map and as cited by the City Surveyor in the Conditional Approval of the lot-split and its "no-build" condition.

In conclusion, for the reasons stated herein as well as the others cited in the TPENA brief dated 8/8/13 and testimony on 8/14/13, the Rehearing Request is without merit and does not meet the Board's standards and requirements for a new hearing. Hiring a new attorney with new (but meritless) arguments after failing to prevail at the first hearing does not justify a new "do-over" hearing.

The Board's decision on 7/17/13 to deny the permit should stand, and is consistent with the DPW/City Surveyor's Conditional Approval of the lot-split and re-statement of the "no-build" BSL restrictions on the subject open green space found on the original subdivision map as approved by the Board of Supervisors in 1962. A new hearing by the Board of Appeals cannot overturn the City Surveyor's Conditional Approval of the subdivision and its "no-build" BSL restrictions, as subdivision appeals are under the purview of the Board of Supervisors, as previously noted. I respectfully request that this Board deny the Rehearing Request and allow the Board's 7/17/13 decision to deny the permit to stand, as the request for rehearing does not meet the standards of your rules.

Respectfully submitted,

  
Nancy O'Brien

Enclosures: Exhibits A-F



EXHIBIT A  
Subdivision.MEDUNIT@sf.gov

27  
24  
300

p. 1 of 2

Department of Public Works  
Office of the City and County Surveyor  
1155 Market Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94103

Edwin M. Lee, Mayor  
Mohammed Nuru, Director  
Fuad S. Swaise, PE, PLS,  
City Engineer & Deputy Director of Engineering

Bruce R. Storrs, City and County Surveyor

True North Surveying, Inc.  
123 Tenth Street  
San Francisco, CA 94103

|   |
|---|
| Tentative Map 7629 Conditional Approval |
| Assessor's Block No. 2845 Lots 005      |
| Address: 70 Crestline Drive             |
| Project type: 2 Lot Subdivision         |
| Date: September 11, 2013                |

Dear Ms. Donna De Souza, PLS:

The Tentative Map 7629 which you submitted to this Agency for review is approved, subject to compliance with the following:

The C.C.S.F. Planning Code and all Planning Department conditions outlined in the attached Planning Department memo dated September 6, 2013

Copy of Planning Department approval/conditions (check if attached)

The C.C.S.F. Building Code and all Department of Building Inspection conditions outlined in the attached D.B.I. memo dated \_\_\_\_\_

Copy of D.B.I. approval/conditions (check if attached)

The San Francisco Redevelopment Agency, Successor Agency conditions outlined in the attached S.F.R.A. memo dated \_\_\_\_\_

Copy of S.F.R.A. approval/conditions (check if attached)

The C.C.S.F. Subdivision Code and the California State Map Act

Additionally, please submit:

One (1) Check Print in PDF format of the final version of this map

Proposed Parcel shall be labeled on the map as an area **"NOT TO BE BUILT UPON"** as noted in DPW August 14, 2013 correspondence with applicant.

One (1) copy of the Map Checklist (found at our website under: "Information for Mapping Professionals")

**Do not submit check prints without complying with ALL of the above.**  
**Incomplete submittals will be returned and subject to additional handling charges.**

Sincerely,

Bruce R. Storrs, PLS  
City and County Surveyor

**Tentative approval valid for 36 months:**

This Tentative Map Approval is valid for 36 months, unless a written request for an extension is received prior to the expiration date. When the approved time frame expires, the project is terminated. A completely new application packet together with new fees must then be submitted to DPW/BSM to reopen or reactivate the project.

**Contesting this decision:**

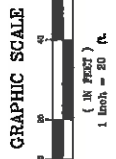
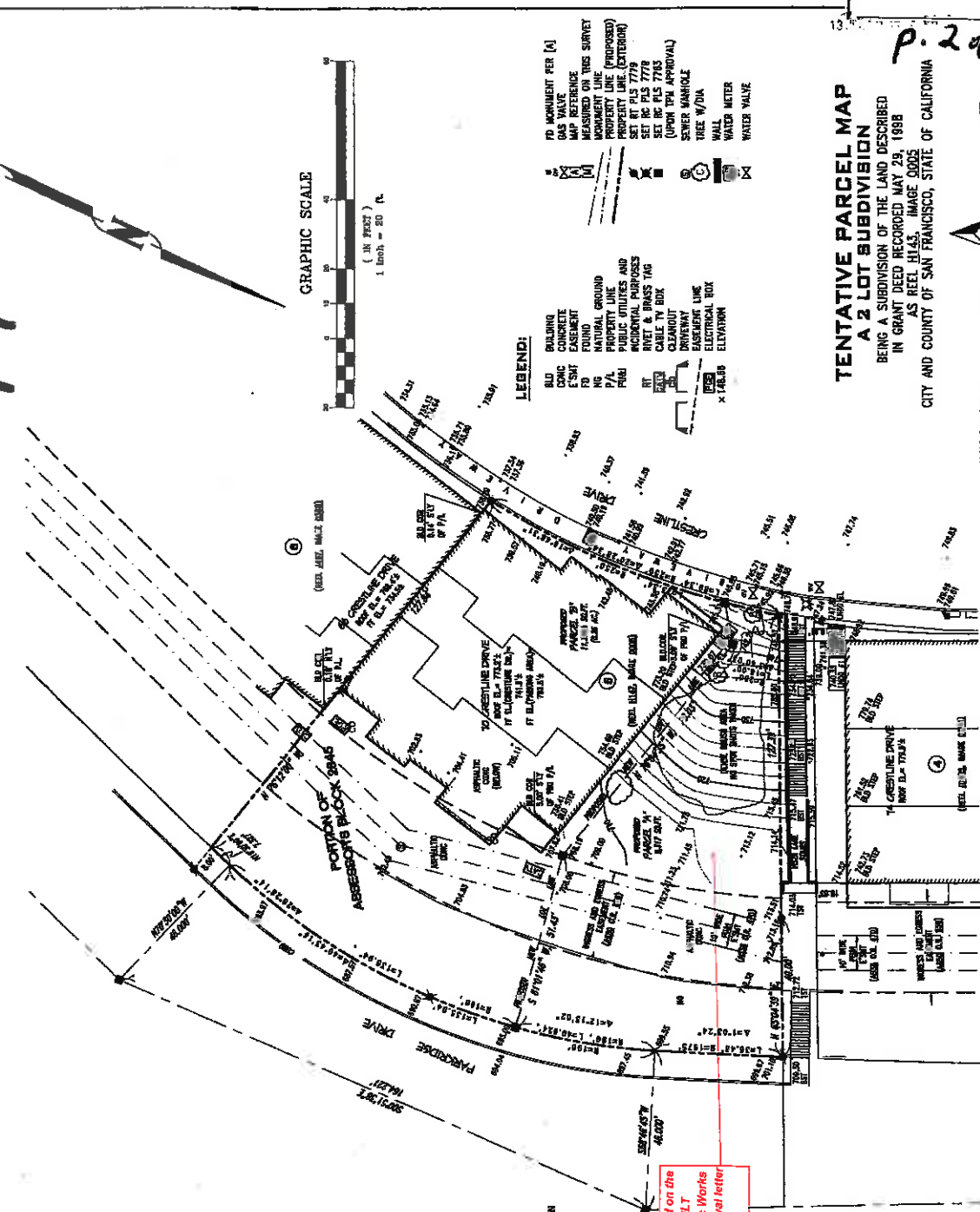
If you wish to contest this decision, you may do so by filing an appeal (together with an appeal fee check for \$284) with the Clerk of the Board of Supervisors at 1 Dr. Carlton B. Goodlett Place, City Hall, Room 244, within ten (10) days of the date of this letter per Section 1314 of the San Francisco Subdivision Code.

IMPROVING THE QUALITY OF LIFE IN SAN FRANCISCO

9/11/13 - DPW\*

**EXHIBIT A**

P. 2 of 2



**LEGEND:**

- TO MONUMENT PER (A)
- GAS VALVE
- MAP REFERENCE
- MEASURED ON THIS SURVEY
- MONUMENT LINE (PROPOSED)
- PROPERTY LINE (EXTENSION)
- SET RT PLS 7779
- SET RC PLS 7778
- SET RC PLS 7785
- SEWER MANHOLE (UPON TPA APPROVAL)
- TREE W/DIA
- WALL
- WATER METER
- WATER VALVE

**TENTATIVE PARCEL MAP  
A 2 LOT SUBDIVISION**

BEING A SUBDIVISION OF THE LAND DESCRIBED  
IN GRANT DEED RECORDED MAY 29, 1988  
AS REEL H143, IMAGE 0005  
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROPERTY OWNER:  
GAMPALO INDUSTRIES  
255 MARQUEE ST.  
SAN FRANCISCO, CA 94112



**TRUE NORTH  
SURVEYING, INC.**

155 MARKET STREET  
SAN FRANCISCO, CALIFORNIA 94102  
TEL: (415) 461-7282

SHEET 1 OF 1  
DATE: JULY 2013

**REFERENCES**

- (A) THAT CERTAIN MAP ENTITLED "VISTA FRANCISCO, SUBDIVISION NO. 1" FILED DECEMBER 28, 1982 IN MAP BOOK "T", AT PAGES 104, ON FILE IN THE OFFICE OF THE CITY ENGINEER, CITY AND COUNTY OF SAN FRANCISCO.
- (B) THAT CERTAIN GRANT DEED, RECORDED MAY 29, 1988 IN REEL H143, IMAGE 0005, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO.

**GENERAL NOTES**

1. ALL ANGLES ARE NINETY 90 DEGREES UNLESS OTHERWISE NOTED.
2. ALL BUILDING CLEARANCES AND MEASUREMENTS TO MONUMENT LINES SHOWN HEREON ARE MEASURED AT 90 DEGREE ANGLES TO THE PROPERTY LINES OR MONUMENT LINES UNLESS OTHERWISE NOTED.
3. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
4. ALL MEASURED VALUES ARE EQUAL TO RECORD VALUES SHOWN ON ONE OR MORE OF THE REFERENCES UNLESS OTHERWISE NOTED.

**BASIS OF SURVEY**

GRANT DEED RECORDED MAY 29, 1988 IN REEL H143, IMAGE 0005, RECORDERS OFFICE OF THE CITY AND COUNTY OF SAN FRANCISCO.

**BASIS OF ELEVATIONS**

THE BENCHMARK DATA, AS LISTED IN THE BSM BENCHMARK DATABASE, SURVEY MONUMENT LOCATED IN WALK ON CRESTLINE, 40% OF VISTA LAKE BL- PARADISE, CITY OF SAN FRANCISCO DATUM.

\*  
↑

Proposed parcel shall be labeled on the map as an area "NOT TO BE BUILT UPON" per Department of Public Works tentative map conditional approval letter dated September 11, 2013

**SURVEYOR'S STATEMENT:**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HOUSING SERVICES IN JUNE 10, 2013.

DATE: 7/28/13  
DONNA DE SOUZA, L.S. 7783  
LICENSE EXPIRES: 12/31/13



**EXHIBIT B**

[Subdivision.Mapping@sfdpw.org](mailto:Subdivision.Mapping@sfdpw.org)

Edwin M. Lee, Mayor  
Mohammed Nuru, Director  
Fuad S. Sweiss, PE, PLS,  
City Engineer & Deputy Director of Engineering

Department of Public Works  
Office of the City and County Surveyor  
1155 Market Street, 3<sup>rd</sup> Floor  
San Francisco, CA 94103

*PII*  
Bruce R. Storrs, City and County Surveyor

Henry Karnilowicz  
c/o Occidental Express  
1019 Howard Street  
San Francisco, CA 94103

|                                |      |
|--------------------------------|------|
| Assessor's Block No. 7629      | 2845 |
| Lot: 005                       |      |
| Address: 70 Crestline Drive    |      |
| Project: A Two Lot Subdivision |      |
| Date: 08/14/13                 |      |

Mr. Karnilowicz,

We have received the tentative map for the proposed two lot subdivision of the property at 70 Crestline Drive.

The subdivision map that created Lot 5, Assessor's Block 2845 was The Vista Francisco Subdivision No. 1 and recorded December 28, 1962.

Within lot 5, that is the subject of the proposed subdivision, there is a line which bears S76°12E, 143.721' and shown as a B.S.L.. The notes at the bottom of this page indicate that B.S.L. is a Building Setback Line.

I have made the decision that the intent for the BSL (Building Setback Line) shown on the original subdivision map was intended to prevent building beyond that line. We are allowing the Parcel Map to go forward; however, the proposed new Parcel shall be labeled on the map as an area not to be built upon.

Sincerely,

Bruce Storrs, PLS  
City and County Surveyor  
City and County of San Francisco

cc: Giampaolo Boschetti, Owner  
Scott Sanchez, CCSF-DCP



City and County of San Francisco



Phone: (415) 554-5827  
Fax: (415) 554-5324

<http://www.sfdpw.com>  
[subdivision.mapping@sfdpw.org](mailto:subdivision.mapping@sfdpw.org)

Department of Public Works  
Office of the City and County Surveyor

1155 Market Street, 3rd Floor  
San Francisco, CA 94103

Bruce R. Storrs, City and County Surveyor

Edwin M. Lee, Mayor  
Mohammed Nuru, Director

Fuad S. Sweiss, PE, PLS,  
City Engineer & Deputy Director of Engineering

**TENTATIVE MAP DECISION**

SW

Date: July 30, 2013

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

|                                 |              |       |     |
|---------------------------------|--------------|-------|-----|
| Project ID: 7629                |              |       |     |
| Project Type: 2 Lot Subdivision |              |       |     |
| Address#                        | StreetName   | Block | Lot |
| 70                              | CRESTLINE DR | 2845  | 005 |
| Tentative Map Referral          |              |       |     |

Attention: Mr. Scott F. Sanchez

The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code. On balance, the Tentative Map is consistent with the General Plan and the Priority Policies of Planning Code Section 101.1 based on the attached findings. The subject referral is exempt from environmental review per Class 1 California Environmental Quality Act Guidelines.

X The subject Tentative Map has been reviewed by the Planning Department and does comply with applicable provisions of the Planning Code subject to the following conditions (Any requested documents should be sent in with a copy of this letter to Scott F. Sanchez at the above address): *per letter from Bruce Storrs (8-14-13) regarding BSL (Building Setback Line) to prohibit development beyond BSL as shown on 1962 subdivision.*  
The subject Tentative Map has been reviewed by the Planning Department and does not comply with applicable provisions of the Planning Code. Due to the following reasons (Any requested documents should be sent in with a copy of this letter to Scott F. Sanchez at the above address):

**Enclosures:**

- Application
- Print of Tentative Map

Sincerely,

*Bruce R. Storrs*  
Bruce R. Storrs, P.L.S.  
City and County Surveyor

RECEIVED  
13 SEP 10 AM 9:52

**PLANNING DEPARTMENT**

DATE 9-6-13

*Scott F. Sanchez*  
Mr. Scott F. Sanchez, Zoning Administrator

**From:** Donald Bateman <muni37@aol.com>  
**To:** muni37 <muni37@aol.com>  
**Subject:** 70 Crestline - Appeal #13-062 - No Subdivision Appeal to BOS  
**Date:** Fri, 11 Oct 2013 2:03 pm

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

**From:** Nancy O'Brien <nancyob6@comcast.net>  
**To:** Cynthia.Goldstein <Cynthia.Goldstein@sfgov.org>  
**Cc:** Don Bateman <muni37@aol.com>; drattin <drattin@reubenlaw.com>  
**Sent:** Thu, Sep 26, 2013 11:42 am  
**Subject:** Fwd: 70 Crestline Dr.: appeal #13-062

Dear Ms. Goldstein,

Please find below the written confirmation that the applicant has NOT filed an appeal from the conditional "approval" of DPW with respect to their request for a subdivision. This supplements Donald Bateman's email to you yesterday, requesting that the rehearing request be placed on calendar.

Nancy O'Brien

Begin forwarded message:

**From:** "Lamug, Joy" <joy.lamug@sfgov.org>;  
**Date:** September 26, 2013 9:14:26 AM PDT  
**To:** Nancy O'Brien <nancyob6@att.net>;  
**Cc:** "Dayrit, Erica" <erica.dayrit@sfgov.org>; "Caldeira, Rick" <rick.caldeira@sfgov.org>;  
**Subject:** RE: 70 Crestline Dr.

Dear Ms. O'Brien,

This is to confirm that the Clerk of the Board's Office did not receive a subdivision map appeal for the 70 Crestline Drive.

Thank you.

Joy Lamug  
Legislation Clerk  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, City Hall, Room 244  
San Francisco, CA 94102  
Direct: (415) 554-7712 | Fax: (415) 554-5163  
Email: [joy.lamug@sfgov.org](mailto:joy.lamug@sfgov.org)  
Web: [www.sfbos.org](http://www.sfbos.org)

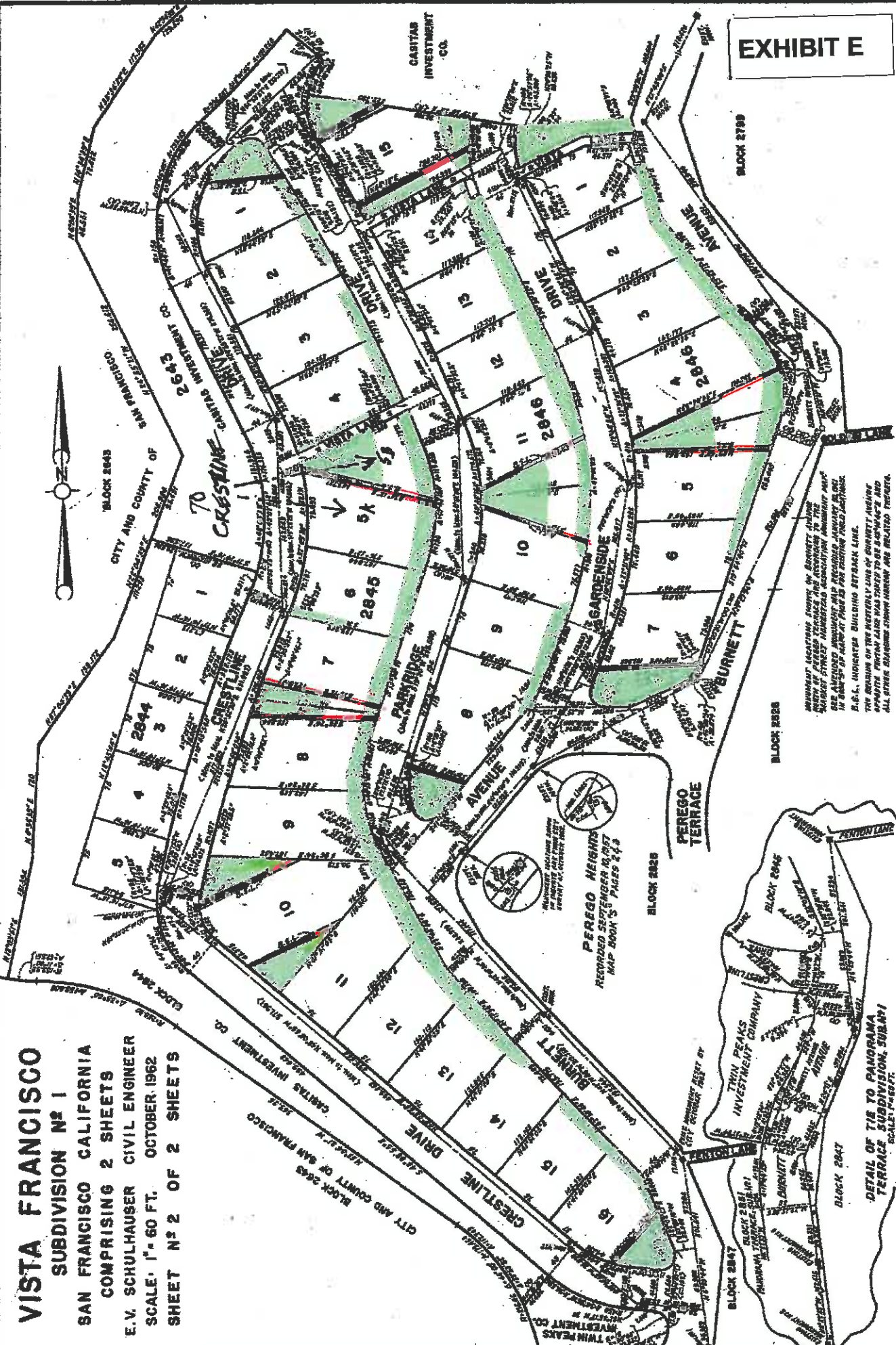
Complete a Board of Supervisors Customer Satisfaction form by clicking the link below.

<http://www.sfbos.org/index.aspx?page=104>

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

**From:** Nancy O'Brien [<mailto:nancyob6@att.net>]  
**Sent:** Wednesday, September 25, 2013 2:48 PM

**VISTA FRANCISCO**  
**SUBDIVISION N° 1**  
 SAN FRANCISCO CALIFORNIA  
 COMPRISING 2 SHEETS  
 E. V. SCHULHAUSER CIVIL ENGINEER  
 SCALE: 1" = 60 FT. OCTOBER, 1962  
 SHEET N° 2 OF 2 SHEETS



MINIMUM LOCATIONS SHOWN BY BURNETT DRIVE  
 STREET AT PERIGO TERRACE AND ACCORDING TO THE  
 CURRENT STREET NUMBERING ASSOCIATION MAP  
 IN SAN FRANCISCO PLANNING AND ZONING DEPARTMENT.

D.S.S., INDICATES BUILDING SETBACK LINE.  
 THE BOUNDARY ON THE NORTHERLY SIDE OF BURNETT AVENUE  
 WITH PERIGO AVENUE WAS THEREFORE SETBACK 2' AND  
 ALL OTHER SETBACKS SHOWN HEREON ARE RELATED THEREON.

**GREEN HIGHLIGHTING SHOWS PAINTING AREAS (TITENA 6/27/62)**  
**RED LINES = BUILDING SETBACK LINES (TITENA 11/14/62)**



265 Montgomery Street  
San Francisco, CA 94104  
(415) 421-9770 Fax: (415) 788-4237

p. 1 of 2

## PRELIMINARY REPORT

Our Order Number 0224029654-AN

MAKRAS REAL ESTATE  
1193 CHURCH STREET  
SAN FRANCISCO, CA 94114

Attention: VICTOR MAKRAS

OWNER'S  
MANAGER70  
CRESTLINE

When Replying Please Contact:

Annie Nobillone  
ANobillone@ortc.com  
(415) 421-9770

Buyer:

DOLMAN PROPERTY GROUP

Property Address:

70 Crestline Drive, San Francisco, CA 94131

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

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

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

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

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

Dated as of April 3, 2013, at 7:30 AM

OLD REPUBLIC TITLE COMPANY

For Exceptions Shown or Referred to, See Attached

**EXCERPT:** Page 1 of 9 Pages