



SAN FRANCISCO PLANNING DEPARTMENT

Letter of Determination

October 23, 2017

Maurice Hoory
1230 Monte Verde Court
Los Altos, CA 94024

Site Address: 106 Midcrest Way
Assessor's Block/Lot: 2825/017
Zoning District: RH-1(D) (Residential-House, One Family Detached)
Staff Contact: Gabriela Pantoja, (415) 575-8741 or gabriela.pantoja@sfgov.org
Record Number: 2017-010044ZAD

Dear Mr. Hoory,

This letter is in response to your request for a Letter of Determination regarding the property at 106 Midcrest Way. This parcel is located in the RH-1(D) (Residential-House, One Family Detached) Zoning District and 40-X Height and Bulk District.

This request is for the release of Notice of Special Restrictions (NSR) recorded on the land records by Maurice Hoory on November 17, 1988 as Document No. E274182 which restricts the subject existing structure to a single family dwelling unit and the subject structure's lower floor (garage) area as accessory to the dwelling unit. The NSR restricts the lower floor (garage) area from being used as a separate dwelling unit or rooming unit that contains cooking appliances (i.e. stove or hot plates), and the servicing of the existing structure beyond those means required for a single dwelling unit (i.e. additional mailboxes, doorbells, and utility services). The Planning Department placed such restrictions on the approval of Building Permit Application No. 0812254 in order to assist in the enforcement of code requirements and correction of the installation of an illegal dwelling unit at the subject structure. Given recent changes in State and Local law that allow for Accessory Dwelling Units (ADUs), it has been determined that the restrictions contained in the NSR are no longer necessary for the subject property and shall be released.

Attached is a copy of a Notice of Special Restrictions (NSR) releasing Document No. E274182. Please record the document, provide a copy of the recorded NSR to our staff. If you have any questions, please feel free to contact the planner assigned to your project as noted above. Additionally, please be advised that a building permit application would be required to add an ADU to the subject property.

Please note that a Letter of Determination is a determination regarding the classification of uses and interpretation and applicability of the provisions of the Planning Code. This Letter of Determination is not a permit to commence any work or change occupancy. Permits from appropriate Departments must be secured before work is started or occupancy is changed.

www.sfplanning.org

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Maurice Hoory
1230 Monte Verde Court
Los Altos, CA 94024

October 23, 2017
Letter of Determination
106 Midcrest Way

APPEAL: If you believe this determination represents an error in interpretation of the Planning Code or abuse in discretion by the Zoning Administrator, an appeal may be filed with the Board of Appeals within 15 days of the date of this letter. For information regarding the appeals process, please contact the Board of Appeals located at 1650 Mission Street, Room 304, San Francisco, or call (415) 575-6880.

Sincerely,



Scott F. Sanchez
Zoning Administrator

Cc: Property Owner
Neighborhood Groups
Gabriela Pantoja, Planner



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

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Suite 400
San Francisco,
CA 94103-2479

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Information:
415.558.6377

RECORDING REQUESTED BY:)
)
And When Recorded Mail To:)
)
Name: Scott F. Sanchez)
Zoning Administrator)
Address: 1650 Mission Street, Suite 400)
City: San Francisco, CA 94103)

) Space Above this Line For Recorder's Use

RELEASE OF NOTICE OF SPECIAL RESTRICTIONS

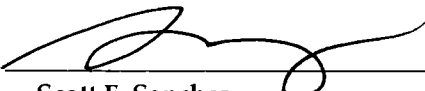
Property Address: 106 Midcrest Way
Block and Lot: 2825/017

Notice is given that the Notice of Special Restrictions recorded on the land records by **Maurice Hoory** on **November 17, 1988** as **Document No. E274182** of the Official Records is hereby **RELEASED** as it pertains to the property situated in the City and County of San Francisco, State of California, more particularly described as follows:

(PLEASE ATTACH THE LEGAL DESCRIPTION AS ON DEED)

Said Notice of Special Restrictions is no longer necessary for the reason that it has been determined that the listed restrictions and conditions in Notice of Special Restrictions **Document No. E274182** are no longer necessary for the subject property given recent changes in State and Local law that allow for Accessory Dwelling Units (ADUs).

Dated: 10.23.17 at San Francisco California

By: 

Scott F. Sanchez
Zoning Administrator
PLANNING DEPARTMENT
CITY AND COUNTY OF SAN FRANCISCO

LEGAL PROPERTY DESCRIPTION

DESCRIPTION

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

Lot 17 in Block 2825, according to Map entitled, "Map of Midtown Terrace, Subdivision No. 2, San Francisco, California", filed in the office of the City and County of San Francisco, State of California, June 5, 1952, and recorded in Map Book "R", at pages 28, 29 and 30.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Francisco)

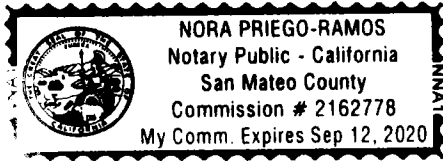
On October 23, 2017 before me, Nora Priego-Ramos, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared -----Scott Sanchez-----
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Release of Notice of Special Restrictions - 100 Midcrant Document Date: 10/20/17
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Scott Sanchez
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Zoning Administrator
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Maurice Hoory
1230 Monte Verde Court
Los Altos, CA 94024

RECEIVED

AUG 01 2017

(650) 400-4087

CITY & COUNTY OF S.F.
DEPT. OF CITY PLANNING
ADMINISTRATION

September 1, 2017

Scott Sanchez, Zoning Administrator
Office of the Zoning Administrator
1650 Mission Street, Ste 400
San Francisco, CA 94103

R# 2017-010044 ZAD
CK # 2246 \$ 664. -
D. WASHINGTON (SW)

Site Address: 106 Midcrest Way
Assessor's Block/Lot: 2825/017

Dear Mr. Sanchez,

This is to request a Letter of Determination to release the original Notice of Special Restrictions (NSR) imposed in 1988 on my property at 106 Midcrest Way due to "illegal in-law apartment". The NSR was recorded against the property title.

The ground floor addition of three bedrooms with two lavatories and one bath was built via the regular permit process and approved in 1961. This was over a decade before I purchased this house in August of 1972. At that time I was a Math and Electronics teacher at George Washington High School in SF. After becoming a single parent in 1977, and in order to hold on to this house, I had to rent out the down stairs area in order to survive financially. All that had to be done was to add a 20 inch stand alone stove to one of the rooms downstairs.

In August 1988 I received an in-law violation and a demand to revert the property to its last legal use. I removed the offending 20 inch stand alone stove immediately. However, the planning department would not remove the violation unless I took out a building permit to remove the stand alone stove that I had already removed. As a result I applied for a building permit to remove the stove that had already been removed. However, at that time planning required special restriction recorded on my property as a condition of approval of the associated building permit because the underlying zoning district only permitted one dwelling unit.

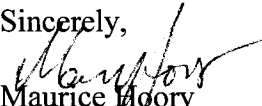
The zoning has changed and now it may even be possible to legally add an additional dwelling unit (ADU). Since 1988 the house has been used as one unit. However, the NSR back in 1988 is ambiguous, restrictive and is in conflict with today's reality. Right now I have the house rented as one unit to four unrelated software engineers (lease attached). This can be in conflict with the NSR which states that "**no boarder shall reside therein (in bedrooms on the ground floor)**".

In addition, if a family wants to have a live-in baby sitter or an au pair, this would also be in violation of the NSR unless the au pair resides in the main bedrooms upstairs. I'm not certain if this NSR can pass legal muster. My attorney and I could not find a definition of "boarder" in the Planning Code or in the Housing Code.

I would like to have a release of this NSR (attached herewith) which is no longer valid. All it does is to negatively impact the value of the house. Please let me know what steps I need to take to release the NSR without having to add an ADU.

Thank you for your attention in this matter.

Sincerely,


Maurice Hoory

Owner.

SAN FRANCISCO, CA
RECORDER'S OFFICE

DOC- E274182

RECORDING REQUESTED BY

And When Recorded Mail to

Name: Maurice Hoory

Address: P.O. Box 61604

City: Sunnyvale, CA 94086

State: California

Thursday, November 17, 1988 08:43:06am
Rec 5.00 --- Ps 4.00
Mic 1.00 --- Amt 11.00
TOTAL -> \$11.00

BOOK E740 PAGE 19

Space Above This Line For Recorder's Use

NOTICE OF SPECIAL RESTRICTIONS UNDER THE CITY PLANNING CODE

I (We) Maurice Hoory, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California, more particularly described as follows (or see attached sheet marked Exhibit A on which property is more fully described):

BEING Assessor's Block 2825, Lot 17, hereby give notice that there are special restrictuions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (City Planning Code).

Said restrictions consist of conditions attached to the approval of Building Permit Application No. 8712254 by the Department of City Planning and are conditions that had to be so attached in order that said application could be approved under the City Planning Code. (Building Form 3.)

The plans filed with the present application indicate on the lower floor (garage) of the one-family dwelling at 106 Midcrest Way: three bedrooms, a full bathroom, several closets, and two sinks, but no kitchen or stove facilities, said rooms having independent access to the street by way of a garage entry with an indirect connection to the floor above.

The restrictions and conditions of which notice is hereby given are:

1. That said lower floor (garage) area shall be used only as accessory to the dwelling above, as under the RH-1 zoning of the subject property, Section 209.1 of the City Planning Code provides that not more than one (1) one-family dwelling shall occupy a lot; and

NOTICE OF SPECIAL RESTRICTIONS UNDER THE CITY PLANNING CODE

- 2. That this lower floor (garage) area shall not be used as a separate dwelling unit or rooming unit, and no boarder shall reside therein; that utility, other services, mailbox and doorbells shall be provided for this dwelling solely on a one-family basis; and
- 3. That for the purposes of this restriction and the City Planning Code, installation of any appliances for cooking, such as a stove or hot plate, in this lower floor (garage) area shall be deemed creation of a kitchen and therefore creation of an additional separate dwelling unit as defined in Section 102.6 of the City Planning Code.

The use of said property contrary to these special restrictions shall constitute a violation of the City Planning Code, and no release, modification or elimination of these restrictions shall be valid unless notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco; except that in the event that the zoning standards above are modified so as to be less restrictive and the uses herein restricted are thereby permitted and in conformity with the provisions of the City Planning Code, this document would no longer be in effect and would be null and void.

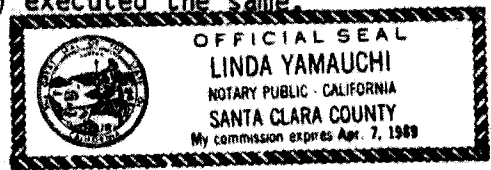
Dated: November 16, 1988 at ^{m.A} San Francisco, California
Sunnyvale,

Maurice Hoory
(signature of owner)
Maurice Hoory

STATE OF CALIFORNIA ^{jm})
CITY AND COUNTY OF SAN FRANCISCO)
Santa Clara) ss.

On November 16, 1988, before me, Linda Yamauchi, the undersigned, a Notary Public, in and for said City and County and State, personally appeared Maurice Hoory 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 or she (they) executed the same.

WITNESS my hand and official seal.



Signature Linda Yamauchi (This area for official notarial seal)

DESCRIPTION

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

Lot 17 in Block 2825, according to Map entitled, "Map of Midtown Terrace, Subdivision No. 2, San Francisco, California", filed in the office of the City and County of San Francisco, State of California, June 5, 1952, and recorded in Map Book "R", at pages 28, 29 and 30.

WU route

APPROVED
Date of Public Works
BLC - 9-1988

NOTICE OF SPECIAL RESTRICTION

RECORDED 11

McNulty

3/8

12254

APPLICATION FOR BUILDING PERMIT ADDITIONS, ALTERATIONS OR REPAIRS

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

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

FORM 3 OTHER AGENCIES REVIEW REQUIRED
FORM 2 OVER-THE-COUNTER ISSUANCE

NUMBER OF PLAN SETS 06-R

DO NOT WRITE ABOVE THIS LINE
FEE

DATE FILED <u>8/27/87</u>	PERMIT FEE RECEIPT NO. <u>16397</u>	(1) STREET ADDRESS OF JOB <u>106 Midway Way - 2825/17</u>	ROCK & LOT
PERMIT NO. <u>001917</u>	ISSUED <u>12-2-88</u>	(2) ESTIMATED COST OF JOB <u>1300</u>	(3) REVISED COST

INFORMATION TO BE FURNISHED BY ALL APPLICANTS

DESCRIPTION OF EXISTING BUILDING				(8A) OCCUP. CLASS <u>R-3</u>	(9A) NO. OF DWELLING UNITS <u>1</u>
(4A) TYPE OF CONSTR. <u>S</u>	(5A) NO. OF STORES OF OCCUPANCY <u>2</u>	(6A) NO. OF BASEMENTS AND CELLARS <u>1</u>	(7A) PRESENT USE <u>Residential dwelling</u>		
DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION				(8B) OCCUP. CLASS <u>R-3</u>	(9B) NO. OF DWELLING UNITS <u>1</u>
(4B) TYPE OF CONSTR. <u>S</u>	(5B) NO. OF STORES OF OCCUPANCY <u>2</u>	(6B) NO. OF BASEMENTS AND CELLARS <u>1</u>	(7B) PROPOSED USE (LEGAL USE) <u>Residential dwelling</u>		
(10) IS ALSO RUNWAY TO BE CONSTRUCTED OR ALTERED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(11) WILL STREET SPACE BE USED DURING CONSTRUCTION? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(12) ELECTRICAL WORK TO BE PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(13) PAVING WORK TO BE PERFORMED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	PHONE	

(14) GENERAL CONTRACTOR: NONE

(15) OWNER: Maurice Hoang ADDRESS: P.O. Box 61601 Sunnyvale, CA 94088 PHONE (FOR CONTACT BY PERMITTEE): 9617

Remove stone as per wall - Revert to last legal use.

ADDITIONAL INFORMATION — FORM 3 APPLICANTS ONLY

(17) DOES THIS ALTERATION CREATE ADDITIONAL STORY TO BUILDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(18) IF (17) IS YES, STATE HOW MANY AT CENTER LINE OF FRONT? <u>0</u>	(19) DOES THIS ALTERATION CREATE POOL OR POND EXTERIOR TO BUILDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(20) IF (19) IS YES, STATE NEW GROUND FLOOD AREA
(21) WILL SIDEWALK SPACE BE IMPAIRED OR ALTERED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(22) WILL SIDEWALK EXTEND BEYOND PROPERTY LINE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(23) ANY OTHER EXISTING BLDG. ON (SITE IF YES, SHOW ON PLOT PLAN)	(24) DOES THIS ALTERATION CONSTITUTE A CHANGE OF OCCUPANCY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

IMPORTANT NOTICES
No change shall be made in the location of the occupancy or use without first obtaining a Building Permit authorizing such change. See San Francisco Building Code and San Francisco Hoisting Code.
No portion of building or structure or scaffolding used during construction, to be closer than 740 volts. See Sec. 385, California

NOTICE TO APPLICANT
HOLD HARMLESS CLAUSE: The Permittee(s) by acceptance of the permit, indemnify and hold harmless the City and County of San Francisco from all any and all claims, demands and actions for damages resulting from operation of this permit, regardless of negligence of the City and County of San Francisco, and the defense of the City and County of San Francisco against all such claims and actions.

CONDITIONS AND STIPULATIONS

REF TO APPROVED

For work stated in application only

Notify Building Inspector @ 538-6096 at start of job.

DATE: _____
REASON: _____

Any electrical or plumbing work will require appropriate separate permits.

Shirley Yang 9/9/87
BUILDING INSPECTOR, BUR. OF BLDG. INSP.

NOTIFIED MR. _____
DATE: _____
REASON: _____

APPROVED: *as per plans & applications only*

FOR SINGLE FAMILY USE ONLY

CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW

2025/17/PH

NOTIFIED MR. _____
DATE: _____
REASON: _____

NOTICE OF RESTRICTIONS

Peter Albert NOV 22 1988

RECORDED *LAST* DEPARTMENT OF CITY PLANNING

NOTIFIED MR. _____
DATE: _____
REASON: _____

APPROVED:

BUREAU OF FIRE PREVENTION & PUBLIC SAFETY

NOTIFIED MR. _____
DATE: _____
REASON: _____

APPROVED:

CIVIL ENGINEER, BUR. OF BLDG. INSPECTION

NOTIFIED MR. _____
DATE: _____
REASON: _____

APPROVED:

BUREAU OF ENGINEERING

NOTIFIED MR. _____
DATE: _____
REASON: _____

APPROVED:

DEPARTMENT OF PUBLIC HEALTH

NOTIFIED MR. _____
DATE: _____
REASON: _____

RESIDENTIAL LEASE

THIS LEASE, executed on this 11th day of July, 2017 by Maurice Hoory herein after called the Lessor and Beau Olesky, Faiza Metwally, Amada Hartado, Daniel Ko herein after called the Lessee without regard to number or gender.

WITNESSETH: That for and in consideration of the payment of rent and the performance of the covenants contained herein on the part of the lessee, and in the manner herein specified, the lessor does hereby lease, demise and let unto the lessee, and the lessee hires from the lessor, those certain premises, hereinafter called "premises," with the appurtenances, to be used for the following purpose and no other: **RESIDENTIAL USAGE SINGLE FAMILY DWELLING, RH1 ZONING.**

The premises are situated in the City of San Francisco, County of San Francisco, State of California, described as follows: 106 Midcrest Way, S. F. CA 94131-A four bedroom two bath plus den house. SINGLE family RESIDENTIAL dwelling. Includes all new kitchen appliances, cabinets, carpets and hardwood floors. Newly painted inside and out for the term of 12 months commencing on the July 22, 2017 for the total sum of Sixty Three Thousand Seven Hundred Dollars (\$63,000.00) Dollars lawful money of the United States of America, payable in monthly installments in advance, hereinafter called "rent" as follows:

To receive \$ 1750.00 for rent from 7/22/17 to 8/1/17

To receive \$ 5500.00 for security and cleaning deposit. This amount is refundable and does NOT include any part of the last month's rent.

To receive \$ 5250.00 for rent by the first day of each month thereafter.

There will be a late charge of \$ 125.00 for rents received after the fifth day of the month. If a check is returned unpaid (bounces), there will be a \$ 10.00 charge in addition to the late charge.

Minimum occupancy of twelve months. There will be a charge of \$ 4500.00 if lessee vacates prior to 7/20/2018

Rent checks shall be made payable to: Maurice Hoory
Mail to:

MAURICE HOORY
P.O. BOX 4103
Mountain View, CA, 94040

Telephone (650) 969-3405 Cell: 650-400-4087 email: mhoory@yahoo.com
or at such other place as may be designated by the lessor.

It is further mutually agreed between the parties as follows:

1. The lessee agrees to pay rent as herein stipulated promptly and at the times and in the manner herein specified.
2. If the lessor is unable to deliver possession of the premises at the time herein agreed, then the lessor shall not be liable for any damage caused thereby nor shall this lease be void or voidable, but the lessee shall not be liable for any rent until such time as the lessor can deliver possession.
3. Premises shall be used as residence by the undersigned Tenants consisting of no more than 4 adults and 0 children. Occupancy by guests over 15 days will be considered in violation of this provision. The lessee agrees not to sublet or underlet the whole or any part of the premises, nor assign this lease nor any rights hereunder, nor allow a sale by auction on the premises, nor make any alteration to the premises, nor directly or indirectly use or allow the premises to be used for any other purpose than that for which the premises are leased, without the written consent of the lessor.
4. The lessor shall not be liable for damages to any property of the lessee at the premises for any cause whatsoever.
5. The lessee agrees to pay all charges for gas, electricity, water and garbage and all other utilities except NONE.
6. The lessor shall have the right, upon a 24 hour notice, to enter the premises to inspect the same and to make such repairs and alterations as the lessor shall see fit, or to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.
7. The lessee agrees to surrender the premises at the termination of the tenancy in the same condition as when received by the lessee, reasonable use and wear thereof and damage by fire or act of God excepted.
8. Should the lessee hold the premises over beyond the term herein created, such holding shall be from month to month only and under the same provisions as govern this lease at the date of its termination.
9. If the lessor institutes a suit against the lessee for payment of rents or to enforce any of the provisions of this lease, or any action in unlawful detainer, the lessee agrees to pay the lessor a reasonable sum to be fixed by the Court as attorney's fee for the lessor's attorney, if the lessor prevails in the action.
10. The lessee agrees to indemnify and save harmless the lessor from any claims for damages of any kind whatever from any cause save any damage caused by the lessor's own negligence.

11. The roof and exterior walls of the premises are not covered by this lease and exclusive rights to the use thereof are reserved by the lessor and no signs, advertisements or notices shall be inscribed, painted or affixed to the outside or inside of the premises without the lessor's written consent.
12. Failure on the part of the lessor to take action against the lessee by reason of any particular breach of the provisions of this lease on the part of the lessee shall not be deemed a waiver of any subsequent breach on the part of the lessee of any provision of the lease.
13. This lease shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.
14. Time shall be of the essence of this lease and all of the terms and covenants hereof are conditions, and upon breach by the lessee of any of the same it shall be optional with the lessor to terminate this lease, in which event the lessor shall have the immediate right of re-entry and may remove all persons and property from the premises.
15. Except as provided by law, no repairs, decorations or alterations shall be done without lessor's prior written consent. Decorations include but are not limited to painting, wallpapering, hanging of murals or plants. Alterations include but are not limited to removal of carpeting, replacement of locks, installation of antennas etc. All locks, bolts, alterations, additions and improvements installed by the lessee, except movable furniture and other movable possessions of the lessee shall become property of the lessor on the termination of this lease.
16. The lessee agrees not to use the premises in any other manner that will increase the existing rate of fire insurance on the building. Lessee shall not violate any Governmental law in the use of the premises, commit waste or nuisance, or annoy, molest or interfere with any other resident in the building.
17. Lessee agrees to allow the Lessor or his agent, at all reasonable hours to show the premises for re-renting purposes, during the last thirty days of the their occupancy upon a 24 hour notice.
18. If the lessee decides to vacate the apartment upon expiration of this lease or if lessee remains after expiration of this lease and thereafter on a month to month basis, in either case lessee must give a minimum of 30 days advance notice in writing of lessee's intention to vacate (see paragraph 19 below), or forfeit the security deposit. The lease security deposit is to be held by lessor to insure in whole or in part as compensation in event willful or accidental loss, damage or destruction to demised premises and/or personal property, and/or to compensate lessor in whole or in part in event premises are left in an unsanitary, littered, unrentable, or rental costs, or in event of any breach of this lease agreement in any other respect by lessee or guests. It is understood and agreed any returnable security deposit is to be made by lessor after property is vacated and checked out to lessors satisfaction, reasonable wear and tear excepted. **SECURITY DEPOSIT DOES NOT CONSTITUTE ANY PART OF "LAST MONTH'S RENT."**
19. If lessee decides to vacate the apartment lessee agrees to pay rent through the last day of the month that the tenancy terminates; which, in some cases, may require more than the minimum 30 day notice.
20. **NO PETS ARE ALLOWED** without lessor's prior written consent. Any consent may be subsequently withdrawn if, in the opinion of the lessor, such an animal constitutes a nuisance.
21. **NO LOUD DISTURBANCES, RADIO, TELEVISION OR STEREO WILL BE ALLOWED AFTER 9:30 P.M.** Sound equipment should never be operated to the disturbance of others. Lessee must comply with the directions of the lessor regarding noise.
22. Lessee shall keep premises, furnishings, appliances and fixtures in clean condition and good working order at lessee's expense, normal wear and tear excepted. Lessee shall pay for repairs to the property due to misuse, abuse or negligence by lessee or lessee's guests. Lessor shall pay for repairs due to normal wear and tear.
23. Care and cleanliness in the use of common areas and facilities including laundry, garage/carpport, hallways are the responsibility of each lessee and lessee's guests.
24. Lessee has inspected the premises, furnishings and appliances and has found the same to be satisfactory. Plumbing, heating and electrical systems are in working condition.
25. The undersigned Tenant(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligation under this rental agreement. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
26. Lessee shall water and maintain front, side, and backyards. This includes mowing lawn, removing weeds and cutting back overgrowth. Lessee may plant shrubs after approval from lessor.

IN WITNESS WHEREOF, the lessor and the lessee have executed the presents as of the day and year first above written.


LESSOR (Maurice Hoory)


LESSEE


LESSEE

2/11/17

RESIDENTIAL LEASE

THIS LEASE, executed on this 16 day of November 2013 by Maurice Hoory herein after called the Lessor and Jacob Perkins & Austin Price herein after called the Lessee without regard to number or gender.

WITNESSETH: That for and in consideration of the payment of rent and the performance of the covenants contained herein on the part of the lessee, and in the manner herein specified, the lessor does hereby lease, demise and let unto the lessee, and the lessee hires from the lessor, those certain premises, hereinafter called "premises," with the appurtenances, to be used for the following purpose and no other: **RESIDENTIAL USAGE SINGLE FAMILY DWELLING, RH1 ZONING.**

The premises are situated in the City of San Francisco, County of San Francisco, State of California, described as follows: 106 Midcrest Way, S.F. CA 94131-A four bedroom two bath plus den house. SINGLE family RESIDENTIAL dwelling. Includes all new kitchen cabinets, all new built in kitchen appliances, new carpets and hardwood floors. Newly painted inside and out

for the term of 12 months rental commencing on the 20th of November, 2013 for the total sum of Fifty Three Thousand Nine Hundred and Forty (\$53940.00) Dollars lawful money of the United States of America, payable in monthly installments in advance, hereinafter called "rent" as follows:

To receive \$1498 for rent from Nov. 20, 2013 to Dec. 1, 2013
To receive \$5250.00 for security and cleaning deposit. This amount is refundable and does NOT include any part of the last month's rent.

To receive \$ 4495.00 for rent by the first day of each month thereafter.

There will be a late charge of \$125.00 for rents received after the fifth day of the month. If a check is returned unpaid (bounces), there will be a \$ 10.00 charge in addition to the late charge.

Minimum occupancy of twelve months as of 11/20/2013.

Rent checks shall be made payable to: Maurice Hoory

Mail to:

MAURICE HOORY
P.O. BOX 4103
Mountain View, CA, 94040

Telephone (650) 969-3405. Cell (650) 400-4087 Fax: 650-969-1300 email: mhoory@yahoo.com
or at such other place as may be designated by the lessor.

It is further mutually agreed between the parties as follows:

1. The lessee agrees to pay rent as herein stipulated promptly and at the times and in the manner herein specified.
2. If the lessor is unable to deliver possession of the premises at the time herein agreed, then the lessor shall not be liable for any damage caused thereby nor shall this lease be void or voidable, but the lessee shall not be liable for any rent until such time as the lessor can deliver possession.
3. Premises shall be used as residence by the undersigned Tenants consisting of no more than 2 adults and 0 children. Occupancy by guests over 15 days will be considered in violation of this provision. The lessee agrees not to sublet or underlet the whole or any part of the premises, nor assign this lease nor any rights hereunder, nor allow a sale by auction on the premises, nor make any alteration to the premises, nor directly or indirectly use or allow the premises to be used for any other purpose than that for which the premises are leased, without the written consent of the lessor.
4. The lessor shall not be liable for damages to any property of the lessee at the premises for any cause whatsoever.
5. The lessee agrees to pay all charges for gas, electricity, water and all other utilities except NONE.
6. The lessor shall have the right, upon a 24 hour notice, to enter the premises to inspect the same and to make such repairs and alterations as the lessor shall see fit, or to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.
7. The lessee agrees to surrender the premises at the termination of the tenancy in the same condition as when received by the lessee, reasonable use and wear thereof and damage by fire or act of God excepted.
8. Should the lessee hold the premises over beyond the term herein created, such holding shall be from month to month only and under the same provisions as govern this lease at the date of its termination.
9. If the lessor institutes a suit against the lessee for payment of rents or to enforce any of the provisions of this lease, or any action in unlawful detainer, the lessee agrees to pay the lessor a reasonable sum to be fixed by the Court as attorney's fee for the lessor's attorney, if the lessor prevails in the action.
10. The lessee agrees to indemnify and save harmless the lessor from any claims for damages of any kind whatever from any cause save any damage caused by the lessor's own negligence.

11. The roof and exterior walls of the premises are not covered by this lease and exclusive rights to the use thereof are reserved by the lessor and no signs, advertisements or notices shall be inscribed, painted or affixed to the outside or inside of the premises without the lessor's written consent.
12. Failure on the part of the lessor to take action against the lessee by reason of any particular breach of the provisions of this lease on the part of the lessee shall not be deemed a waiver of any subsequent breach on the part of the lessee of any provision of the lease.
13. This lease shall be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.
14. Time shall be of the essence of this lease and all of the terms and covenants hereof are conditions, and upon breach by the lessee of any of the same it shall be optional with the lessor to terminate this lease, in which event the lessor shall have the immediate right of re-entry and may remove all persons and property from the premises.
15. Except as provided by law, no repairs, decorations or alterations shall be done without lessor's prior written consent. Decorations include but are not limited to painting, wallpapering, hanging of murals or plants. Alterations include but are not limited to removal of carpeting, replacement of locks, installation of antennas etc. All locks, bolts, alterations, additions and improvements installed by the lessee, except movable furniture and other movable possessions of the lessee shall become property of the lessor on the termination of this lease.
16. The lessee agrees not to use the premises in any other manner that will increase the existing rate of fire insurance on the building. Lessee shall not violate any Governmental law in the use of the premises, commit waste or nuisance, or annoy, molest or interfere with any other resident in the building.
17. Lessee agrees to allow the Lessor or his agent, at all reasonable hours to show the premises for re-renting purposes, during the last thirty days of the their occupancy upon a 24 hour notice.
18. If the lessee decides to vacate the apartment upon expiration of this lease or if lessee remains after expiration of this lease and thereafter on a month to month basis, in either case lessee must give a minimum of 30 days advance notice in writing of lessee's intention to vacate (see paragraph 19 below), or forfeit the security deposit. The lease security deposit is to be held by lessor to insure in whole or in part as compensation in event willful or accidental loss, damage or destruction to demised premises and/or personal property, and/or to compensate lessor in whole or in part in event premises are left in an unsanitary, littered, unrentable, or rental costs, or in event of any breach of this lease agreement in any other respect by lessee or guests. It is understood and agreed any returnable security deposit is to be made by lessor after property is vacated and checked out to lessor's satisfaction, reasonable wear and tear excepted. SECURITY DEPOSIT DOES NOT CONSTITUTE ANY PART OF "LAST MONTH'S RENT."
19. If lessee decides to vacate the apartment lessee agrees to pay rent through the last day of the month that the tenancy terminates; which, in some cases, may require more than the minimum 30 day notice.
20. Pets are limited to one dog. NO ADDITIONAL PETS ARE ALLOWED without lessor's prior written consent. Any consent may be subsequently withdrawn if, in the opinion of the lessor, such an animal constitutes a nuisance. Lessee shall be responsible for any and all damages including damages to hardwood floors and carpets.
21. NO LOUD DISTURBANCES, RADIO, TELEVISION OR STEREO WILL BE ALLOWED AFTER 9:30 P.M. Sound equipment should never be operated to the disturbance of others. Lessee must comply with the directions of the lessor regarding noise.
22. Lessee shall keep premises, furnishings, appliances and fixtures in clean condition and good working order at lessee's expense, normal wear and tear excepted. Lessee shall pay for repairs to the property due to misuse, abuse or negligence by lessee or lessee's guests. Lessor shall pay for repairs due to normal wear and tear.
23. Care and cleanliness in the use of common areas and facilities including laundry, garage/carport, hallways are the responsibility of each lessee and lessee's guests.
24. Lessee has inspected the premises, furnishings and appliances and has found the same to be satisfactory. Plumbing, heating and electrical systems are in working condition.
25. The undersigned Tenant(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligation under this rental agreement. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.
26. Lessee shall water and maintain front, side, and backyard. This includes mowing lawn, removing weeds and cutting back overgrowth. Lessee may plant shrubs after approval from lessor.

IN WITNESS WHEREOF, the lessor and the lessee have executed the presents as of the day and year first above written.

LESSOR (Malrice Hoory)

LESSEE

LESSEE

11-16-2013

11.16.13

Dear Eva Marie

Attached Please find Two checks for LOD and
LOD notary fee regarding 106 Midcrest Way, S.F.

Thank you for your attention in this
matter.

Best,
Maurice

RECEIVED

AUG 10 2017

**CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
ZA OFFICE**