

BOARD OF APPEALS, CITY & COUNTY OF SAN FRANCISCO

Appeal of
BUSHRA KHAN,)
Appellant(s))
vs.)
DEPARTMENT OF BUILDING INSPECTION,)
PLANNING DEPARTMENT APPROVAL Respondent)

Appeal No. **23-053**

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN THAT on November 6, 2023, the above named appellant(s) filed an appeal with the Board of Appeals of the City and County of San Francisco from the decision or order of the above named department(s), commission, or officer.

The substance or effect of the decision or order appealed from is the ISSUANCE on November 2, 2023 to John Votruba, of Alteration Permit No. 2021/09/23/9006 (To comply with NOV No. 202181083 and Planning ENF Case No. 2021-006592ENF: legalize installation of privacy screens and seating on existing roof deck; urban garden approved under separate permit per 2015-018220 COA) at 218 Union Street.

APPLICATION NO. 2021/09/23/9006

FOR HEARING ON January 31, 2024

Address of Appellant(s):

Address of Other Parties:

Bushra Khan, Appellant(s) c/o George Benetatos, Attorney for Appellant(s) Law Offices of George G. Benetatos 235 Montgomery Street, Suite 600 San Francisco, CA 94104	John Votruba, Teresa Votruba, Permit Holder(s) 218 Union Street, Unit 7 San Francisco, CA 94133
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Date Filed: November 6, 2023

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

PRELIMINARY STATEMENT FOR APPEAL NO. 23-053

I / We, **Bushra Khan**, hereby appeal the following departmental action: **ISSUANCE of Alteration Permit No. 2021/09/23/9006** by the **Department of Building Inspection** which was issued or became effective on: **November 2, 2023**, to: **John and Teresa Votruba**, for the property located at: **218 Union Street**.

BRIEFING SCHEDULE:

Appellant's Brief is due on or before: 4:30 p.m. on **Wednesday November 22, 2023 (note this is one day earlier than the Board's regular briefing schedule given the holiday on November 23, 2023)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be double-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, corey.teague@sfgov.org, tina.tam@sfgov.org and matthew.greene@sfgov.org.

Respondent's and Other Parties' Briefs are due on or before: 4:30 p.m. on **December 7, 2023, (no later than one Thursday prior to hearing date)**. The brief may be up to 12 pages in length with unlimited exhibits. It shall be doubled-spaced with a minimum 12-point font. An electronic copy shall be emailed to: boardofappeals@sfgov.org, julie.rosenberg@sfgov.org, corey.teague@sfgov.org, tina.tam@sfgov.org, matthew.greene@sfgov.org and horngradlaw@gmail.com.

Hard copies of the briefs do NOT need to be submitted to the Board Office or to the other parties.

Hearing Date: **Wednesday, December 13, 2023, 5:00 p.m., Room 416 San Francisco City Hall, 1 Dr. Carlton B. Goodlett Place**. The parties may also attend remotely via Zoom. Information for access to the hearing will be provided before the hearing date.

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

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

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

The reasons for this appeal are as follows:

See attachment to the preliminary Statement of Appeal.

Appeal submitted via email by Douglas Horngrad, attorney for appellant.

HORNGRAD ♦ O'KEEFE

Law Offices of Douglas Horngrad and Sam O'Keefe

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HORNGRADLAW@GMAIL.COM

November 6, 2023

San Francisco Board of Appeals
boardofappeals@sfgov.org

Re: Permit # 202109239006

Dear San Francisco Board of Appeals:

I am writing to file an appeal of the San Francisco Department of Building Inspection Permit # 202109239006, filed on November 2, 2023. I have included authorization from my client, Dr. Bushra Khan, to do so on her behalf. My client lives in an apartment at 280 Union Street adjacent to the roof deck at 218 Union Street.

The individual who applied for this permit, Teresa Votruba, has no ownership interest in 218 Union Street and does not have any authority to act on behalf of the 218 Union Tenancy in-common. For over a decade my client has been the victim of harassment by Ms. Votruba, who has repeatedly attempted to block the windows of my client's living room and bedroom through the building of spite walls and other structures. Dr. Khan has had a restraining order against Ms. Votruba in place since 2015 and the Superior Court of San Francisco has previously ordered that Ms. Votruba remove such obstructions from her roof top. This permit is an attempt to legitimize structures that harm my client and which Ms. Votruba does not have authority to build.

Thank you for your consideration. Please contact my office to schedule a time when a Board of Appeals hearing can be had in this matter.

Douglas Horngrad
Douglas I. Horngrad, Esq.

Permit Details Report

Report Date: 11/3/2023 9:06:28 AM

Application Number: 202109239006

Form Number: 8

Address(es): 0106 /038 /1 218 UNION ST

Description: To comply with NOV 202181083 and Planning ENF case no. 2021-006592ENF - legalize installation of privacy screens and seating on existing roof deck. and urban garden approved under separate permit per 2015-018220 COA.

Cost: \$2,000.00

Occupancy Code: R-2

Building Use: 24 - APARTMENTS

Disposition / Stage:

Action Date	Stage	Comments
9/23/2021	TRIAGE	
9/23/2021	FILING	
9/23/2021	FILED	
11/2/2023	APPROVED	
11/2/2023	ISSUED	

Contact Details:

Contractor Details:

Addenda Details:

Description:

Step	Station	Rev#	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Review Result	Hold Description
1	HIS		9/17/21	9/17/21			9/17/21	CHICO ASHLEY		
2	BID-INSP		9/17/21	9/17/21			9/17/21	BIRMINGHAM KEVIN		
3	INTAKE		9/23/21	9/23/21			9/23/21	LEE ERIC		
4	CP-ZOC		9/24/21	4/4/23	4/4/23		9/25/23	CORRETTE MOSES	Approved	9.25.23 - approved legalize trellis structure. No new fire walls. (Corrette) 4/4/23: Handed permit form and drawings back to owner (in-person), to incorporate Planning comments. Instructed to send a PDF of these via email to kelly.wong@sfgov.org first for inclusion in Administrative Certificate of Appropriateness (ACOA). KHW; 3/24/23: Provided owner comments to add to permit drawings for scope of work - installation of new rooftop trellis w/privacy screens. KHW kelly.wong@sfgov.org
5	BLDG		9/25/23	9/25/23			9/25/23	LEE MIRA	Administrative	
6	SFFD		9/25/23	9/25/23			9/25/23	LY ROGER	Approved	N/A PLANS TO APPLICANT

6	BLDG		9/28/23	9/28/23			9/28/23	LAU (NELSON) CHI CHIU	Approved	bldg only
7	CP-ZOC		11/1/23	11/1/23			11/1/23	WONG KELLY	Approved	10/25/23 - ENF Fee payment processed. OK to process permit. 10/2/23 - Applicant needs to pay Planning ENF Fee balance prior to permit issuance. Please contact Kelly Wong. kelly.wong@gmail.com
8	BLDG		11/2/23	11/2/23			11/2/23	CHEUNG JIMMY	Approved	EXTENSION WAIVED.
9	CPB		11/2/23	11/2/23			11/2/23	LEE ERIC	Administrative	11/02/23: ENGINEER'S SIGNATURE ON PLANS. -EL Missing engineer's signatures on plans. -EL 10/10/23: PLEASE VERIFY CP CODE ENFOECE FEE PAY PRIOR TO ISSUANCE OF THIS PERMIT PER CP KELLY WONG. PERMIT EXTENSION FORM GAVE TO OWNER FOR BLDG APPROVAL- JLU

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

Appointments:

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

Activity Date	Inspector	Inspection Description	Inspection Status
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Special Inspections:

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

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

Technical Support for Online Services

If you need help or have a question about this service, please visit our [FAQ area](#).

BRIEF SUBMITTED BY THE APPELLANT(S)

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8 Attorney for Appellant
9 BUSHRA KHAN

10 CITY AND COUNTY OF SAN FRANCISCO

11 BOARD OF APPEALS

12 BUSHRA KHAN,

13 Appellant,

14 vs.

15 DBI, PDA [John and Teresa Votruba]

16 Respondents.

) **APPELLANT'S BRIEF**

) Appeal No.: 23-053

) Subject Property: 218 Union Street

) Permit Type: Alteration Permit

) Permit No: 2021/09/23/9006

) Hearing Date: 01/31/2024

) Time: 5:00 p.m.

) Place: Room 416

San Francisco City Hall

1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102

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1 **APPELLANT’S BRIEF**

2 **I. THE PERMIT**

3 Appellant BUSHRA KHAN (“Appellant”) appeals the Alteration Permit approved by the
4 Department of Building Inspection (“DBI”) on 11/02/2023, in favor of purported property
5 owner/applicant JOHN VOTRUBA (“Mr. Votruba”) (“Permit”). [See **Exhibit A**, copy of
6 Permit.] The Permit approved an “Existing Portable Privacy Screen 7.5 ft high for seating on the
7 roof deck” on the property located at 218 Union Street, San Francisco CA 94133 (“subject
8 property”). [See **Exhibit B**, copy of “Project Application [PRJ]” submitted by Mr. Votruba to
9 BDI 09/22/2021.]

10 The Permit application was submitted by Mr. Votruba in response to a Notice of
11 Violation (“NOV”) issued on 09/07/2021, concerning “WORK WITHOUT PERMIT,” involving
12 the installation of a structure on the roof deck described as: “Wooden trellis approx. 8 feet tall
13 with 2 sides approx. 8 feet long with triangular roof connecting [the] sides...” [See **Exhibit C**,
14 copy of NOV.] The complaint generating the NOV was filed by Appellant on or about
15 08/13/2021. Attached as **Exhibit D** are several photos taken on 11/17/2023 of the “Wooden
16 trellis” from Appellant’s livingroom window; the “Wooden trellis” does not protect roof deck
17 privacy, and it substantially blocks Appellant’s windows; it has been in place since mid-2021.

18 The grounds for the appeal includes the following.

19 **II. PROJECT SPONSOR MR. VOTRUBA HAS NO STANDING TO APPLY**
20 **FOR OR RECEIVE THE REQUESTED PERMIT IN THAT HE IS NOT**
21 **AN OWNER OF THE SUBJECT PROPERTY OR AUTHORIZED AGENT**
22 **OF THE OWNERS OF THE SUBJECT PROPERTY**

23 The Permit application (submitted 09/22/2021) (**Exhibit B**) includes Mr. Votruba’s
24 affidavit under penalty of perjury that he “is the owner or authorized agent of the owner of this
25 property.” When Mr. Votruba submitted the Application he was an owner of the subject
26 property.

27 On 02/27/ 2022, six months after Mr. Votruba submitted the Application, and about
28 18 months before the Permit was approved, he and his wife Teresa Votruba (“Mrs. Votruba”), by
Grant Deed recorded on 02/28/2022, “gift[ed] and grant[ed] to their son[s] Kristofer M. Votruba

1 and ... Gregory F. Votruba a 50% individual interest each as tenants in common in equal shares,”
2 to the subject property. A copy of the Grant Deed is attached as **Exhibit E**.

3 Since 02/28/2022, Mr. and Mrs. Votruba are not owners of any interest in the subject
4 property. Indeed, the Votrubas in pending litigation with Appellant [*Bushra Khan v. Teresa*
5 *Votruba*, San Francisco Superior Court Case No. CGC-21-596309], admit they have no
6 ownership interest in the subject property.

7 In anticipation of this appeal, Appellant’s counsel has communicated recently by email
8 with Mr. Votruba requesting he provide documents signed by the current owners of 218 Union
9 Street, authorizing him in accord with the TIC Agreement to act as “agent to act on Property
10 owner’s behalf.” [See **Exhibit G**, copies of exchanged emails.] Mr. Votruba has provided no
11 such documents, notwithstanding the Permit application includes a Property Owner’s Package
12 [copy attached as **Exhibit H**] which includes a form for the owner to identify the “Authorization
13 of Agent to Act on Property Owner’s Behalf.”

14 In order for Mr. (or Mrs.) Votruba to become an “Authorized Agent” of the owners, Mr.
15 Votruba would have to be appointed in accord with the Tenancy-In-Common Ownership
16 Agreement signed by the owners during 2004. [See **Exhibit I**, copy of the TIC Agreement.] The
17 TIC Agreement procedure for appointing an “Authorized Agent” is set forth in ¶¶ 2 and 8. The
18 procedure at ¶2 includes at least 14 calendar days notice prior to the vote by the owner selecting
19 an “Authorized Agent.” Mr. Votruba has not produced any documents corroborating such notice
20 was given, that a vote occurred, or that he or anyone else was appointed as “Authorized Agent.”
21 In fact, no such notice, vote, or appointment ever occurred.

22 In sum, on 02/27/2022, when Mr. and Mrs. Votruba conveyed their interest in the subject
23 property, 18 months before the Permit was approved, the Permit application and the subsequent
24 Permit became void for the following reasons: (1) the “Project Sponsor” Mr. Votruba was no
25 longer an owner; (2) Mr. Votruba had not been appointed as “Authorized Agent” by the new
26 owners; and (3) neither of the owners, Kristofer M. Votruba and Gregory F. Votruba, appeared or
27 were substituted in as “Project Sponsors.” [See **Exhibit J**, Planning Department “Neighborhood
28 Notification Handout.”]

1 Based on the foregoing, Appellant respectfully requests the Board of Appeals revoke the
2 Permit issued on 11/02/2023, and order the owners to remove the “Wooden trellis.”

3 **III. FAILURE TO REVOKE THE PERMIT WILL RESULT IN THE**
4 **INSTALLATION OF A SPITE FENCE AND A PRIVATE NUISANCE**
5 **INTERFERING WITH APPELLANT’S USE AND ENJOYMENT OF HER**
6 **PROPERTY**

7 **A. THE WOODEN TRELLIS IS A SPITE FENCE**

8 California Civil Code § 841.4 defines a spite fence as follows:

9 841.4. Any fence or other structure in the nature of a fence
10 unnecessarily exceeding 10 feet in height maliciously erected or
11 maintained for the purpose of annoying the owner or occupant of
12 adjoining property is a private nuisance.

13 Attached as Exhibit U is a diagram showing that when the “Wooden trellis” is viewed from
14 inside Appellant’s living room from floor level, it is 121 inches (10 feet 1 inch). The “Wooden
15 trellis” itself is 90 inches; however, the Votrubas know that Appellant’s living room floor is well
16 below the 218 Union Street roof deck; in fact it is 31 inches below the roof deck. When the
17 Votrubas installed the “Wooden trellis,” in effect they installed it on a “platform” (their roof
18 deck) resulting in a 10 foot 1 inch spite fence (wall) in front of Appellant’s windows.

19 The spite fence was “maliciously erected [and] maintained [by the Votrubas] for the
20 purpose of annoying [Appellant].” Appellant’s evidence in support of the foregoing is set forth
21 in the immediately following Section III.B.

22 Based on the foregoing, Appellant respectfully requests the Board of Appeals find the
23 “Wooden trellis” is a spite fence as defined by Civil Code § 841.4; and, based on such finding,
24 Appellant respectfully requests the Permit be revoked and the Votrubas ordered to remove the
25 “Wooden trellis.”

26 **B. THE WOODEN TRELLIS IS A PRIVATE NUISANCE**

27 The Board of Appeals is referred to **Exhibit D** – several photos taken on 11/17/2023 from
28 Appellant’s livingroom window looking toward the Votrubas’ roof deck showing the “Wooden
29 trellis.” The photos show the “Wooden trellis” substantially blocks Appellant’s livingroom
30 windows.

1 Private nuisance is defined in Civil Code §§ 3479 and 3481. The rule regarding private
2 nuisances is also set forth in *Hutcherson v. Alexander* (1968) 264 CA 2d 126, 130-132; it states
3 in pertinent part as follows:

4 [1] It is the general rule that the unreasonable, unwarrantable or
5 unlawful use by a person of his own property so as to interfere with
6 the rights of others is a nuisance (66 C.J.S., Nuisances, § 1, p. 727).
7 In fact, any unwarranted activity which causes substantial injury to
8 the property of another or obstructs its reasonable use and
9 enjoyment is a nuisance which may be abated. And, even a lawful
10 use of one's property may constitute a nuisance if it is part of a
11 general scheme to annoy a neighbor and if the main purpose of the
12 use is to prevent the neighbor from reasonable enjoyment of his
13 own property (*Griffin v. Northridge*, 67 Cal.App.2d 69 [153 P.2d
14 800]).

15 * * *

16 Even though the fence had not been ten feet in height still it was a
17 nuisance if it was constructed with malicious intent, interfered with
18 plaintiffs' full enjoyment of their home and if its usefulness to
19 defendants was 'subordinate and incidental.' (See *Haehlen v.*
20 *Wilson*, 11 Cal.App.2d 437 [54 P.2d 62].) (Italics added.)

21 The "Wooden trellis" was maliciously placed in front of Appellant's livingroom windows
22 by the Votrubas solely to annoy and otherwise harass Appellant. The "Wooden trellis" was
23 installed as part of Mr. and Mrs. Votruba's 12-year maniacal campaign to cause Appellant to
24 remove or otherwise block her livingroom, bedroom and bathroom windows. It serves no
25 credible "privacy" purpose because the roof deck is completely exposed from Appellant's roof
26 deck, which is located immediately next to and about 9 feet above the Votrubas' roof deck.
27 [See **Exhibit K**, photo taken from Appellant's roof deck during 2021 showing the entire roof
28 deck of the Votrubas.] **Exhibit K** also shows the Votrubas' roof deck is completely exposed to
viewing from numerous neighboring properties.

29 The Votrubas' maniacal campaign to remove Appellant windows began during early
30 2010 when the Votrubas filed a complaint to have Appellant's windows removed. The DBI
31 issued a NOV on 05/20/2010. [**Exhibit L** is a copy of the 05/20/2010 NOV.] Appellant
32 immediately responded to the NOV. She met with the BDI inspector Donal Duffy; he informed
33 her, inter alia, that the windows could be legalized by applying for a permit; Appellant promptly
34 did so, and the permit was issued on 03/21/2011. Attached as **Exhibits M, N, and O**,
35 respectively, are copies of the permit, the complaint data sheet, and the permit details report

1 which includes the chronology of the permit procedure from the Votrubas' 2010 NOV to the
2 03/21/2011 permit.

3 From 2011 to the present, the Votrubas' campaign to remove or otherwise block
4 Appellant's livingroom and other windows has included numerous meritless complaints filed by
5 the Votrubas with DBI, and subsequently referred by DBI to the appropriate City Agencies. Each
6 complaint wasted the time and resources of City Agencies; each complaint was rejected.

7 In addition to the meritless complaints, since 2011 the Votrubas, Mrs. Votruba in
8 particular, have engaged in a malicious and hurtful personal campaign of civil harassment
9 directed at Appellant, including during 2013-2015. Finally, Appellant reached her limit; during
10 2015, Appellant successfully petitioned the San Francisco Superior Court for a civil harassment
11 restraining order ("RO"). The RO was issued by Judge Charles Crompton on 06/18/2015. The
12 RO remains in effect to the present. Attached as **Exhibit P** is a copy of the Court's findings and
13 decision and the RO; also attached as **Exhibit Q** are copies of photos submitted by Appellant in
14 support the RO application. The photos show Mrs. Votruba blocking Appellant's windows with
15 numerous items during 2013-2015. The Court's decision and the RO include the following:

16 "Mrs. Votruba shall remove any items attached to or otherwise
17 touching [Appellant's] ... real property, including the livingroom,
18 bedroom and bathroom windows and sills." [RO issued
06/17/2015, Case No. CCH-15-577000]

* * *

19 "Mr. Benetatos: [That the order include] that Mrs. Votruba
20 dismantle and take down items that are blocking the windows.
21 There are items on the windows, items leaning on the windows, as
22 well as the other items that she has, so-called plants and so forth,
23 and they are all part of this harassment.

24 "The Court: I agree. They appear to be violations of the order as it
25 is now phrased. So, yes, they have to be taken out." [Reporter's
26 transcript of 06/17/2015 proceedings, Case No. CCH-15-577000,
27 at page 9:9-19]

28 The RO did not restrain Mrs. Votruba. During 2016 she violated the RO; she was
29 criminally charged with violations of Penal Code § 647(J)1 (peeping through Appellant's
30 window) and § 166(A)4 (violation of RO); she pled no contest and was placed on probation for
31 a year. Attached as **Exhibit R** is a copy of the criminal case filings corroborating the foregoing.

1 Notwithstanding the 2015 RO and the 2016-2017 criminal sanctions, Mrs. Votruba
2 continued her malicious and hurtful campaign to remove Appellant's windows. On 03/11/2021,
3 Mrs. Votruba filed a meritless Request for an Elder Abuse Restraining Order ("Elder Abuse
4 RO") based on numerous false allegations, including the incredible allegation that Appellant
5 brandished a gun at Mrs. Votruba during December 2015. Appellant has never touched, much
6 less owned, a gun.

7 Even more incredible was Mrs. Votruba's intentional misuse of the Elder Abuse laws
8 which exist to protect elders from physical abuse, neglect, and financial harm. Mrs. Votruba
9 attempted to have the court apply these laws to cause Appellant's windows to be removed.
10 This was her proposed order:

11 "Keep east lot line windows covered 24/7. By 6 months from date
12 of order, have removed all fire protected windows w/ stucco siding
13 painted grey to match east structure." [¶11.c, at page 5 of Mrs.
14 Votruba's Elder Abuse RO Request]

15 In describing the "Relationship of the Parties," Mrs. Votruba stated: "Bushra Khan is a neighbor
16 with lot line windows encroaching on our upper deck and urban solar garden." [¶7, at page 2 of
17 Mrs. Votruba's Elder Abuse RO Request]

18 The foregoing corroborates that Votruba intentionally misused the Elder Abuse laws, not
19 to mention the court's time and resources.

20 On 06/18/2021, San Francisco Superior Court Judge Murlene Randle issued a scathing
21 decision dissolving the TRO and denying the Elder Abuse RO. Judge Randle's decision
22 included the following:

23 THE COURT: Good morning. I've had an opportunity to review
24 the voluminous files and documents in this case.

25 And I see that the Petitioner brought a banker's box and a
26 bunch of other files in this matter; however, I've reviewed this
27 file, and I think what you're doing, Ms. Petitioner, is abuse of
28 the system.

29 You are bringing up allegations that go back to 2015 that
30 have already been litigated. There is currently a restraining
31 order against you, Ms. Petitioner, as to the Respondent. You
32 shouldn't even be as close to her as you are today, given the
33 restraining order that's in effect.

34 And so you are -- I feel, from reviewing your file, that
35 you're using the court. That you are using the court to harass

1 the Respondent. You are using the court to harass the
2 Respondent.

3 You have litigated these issues over and over again. You
4 have been -- I am just shocked at what you're doing. I'm
5 shocked that you're trying to use the court system to harass
6 someone.

7 The issues before you were real estate issues. You object
8 to her having a window that overlooks you. That looks onto your
9 roof or whatever. This is not the court for that.

10 This Court is not going to ask this Respondent to change her
11 property line because you don't like it.

12 And I can't believe you're coming in here with issues of
13 2015 that have already been dealt with. I don't know what you
14 have in your banker boxes, but I can tell you right now, this
15 Court is not going to waste judicial time of the court when I
16 have read all of what you presented to me, and I'm admitting
17 that as evidence. And I'm finding, based on that evidence,
18 there is no harassment here.

19 [06/18/2021 transcript at 2:18-4:5]

20 Excerpts from the transcript of the 06/18/2021 hearing are attached as **Exhibit S**.

21 Judge Randle signed the order on 08/16/2021 [**Exhibit T**] dissolving the TRO and
22 denying the Elder Abuse RO, and sanctioned Mrs. Votruba for her frivolous filing.

23 On 11/02/2022, Appellant filed her complaint against Mrs. Votruba for malicious
24 prosecution and abuse of process [*Bushra Khan v. Teresa Votruba*, San Francisco Superior Court
25 Case No. CGC-21-596309]; the case is pending with a trial date set for 04/02/2024

26 Based on the foregoing, Appellant respectfully requests the Board of Appeals find there is
27 good cause to revoke the Permit and order removal of the "Wooden trellis" on the grounds that
28 (1) it was "maliciously erected and maintained for the purpose of annoying [Appellant]";
(2) allowing it to remain in place will result in a spite fence in violation of Civil Code § 841.4;
and (3) the "Wooden trellis" is a private nuisance as defined by Civil Code §§ 3479 and 3481.

29 **IV. CONCLUSION**

30 Since 2011, Mr. and Mrs. Votruba have been well known to the Planning Department, the
31 Historic Preservation Committee, and to DBI for their numerous, meritless complaints directed at
32 Appellant, to cause Appellant's windows to be removed. Each complaint has been denied.

33 The Votrubas, Mrs. Votruba in particular, have also engaged in civil harassment directed
34 at Appellant, to intimidate her removing her windows. During 2015, Appellant sought and
35 obtained the protection of the San Francisco Superior Court through a restraining order directed

1 at Mrs. Votruba. The court also sanctioned Mrs. Votruba for her meritless filings.

2 [San Francisco Case No. CCH-15-577000]

3 During 2021, Mrs. Votruba abused the Elder Abuse laws and the court's time and
4 resources, through her meritless request for an Elder Abuse RO seeking removal of Appellant's
5 windows. [San Francisco Case No. CCH-21-583528] The RO was denied in a scathing decision
6 which again sanctioned Mrs. Votruba.

7 Consistent with the foregoing, the Votrubas are attempting to misuse DBI and the
8 Planning Department, to accomplish the same end, removal of Appellant's windows by blocking
9 them. The Votrubas knowingly lack standing to obtain the Permit; and, their assertion that the
10 "Wooden trellis" is necessary for privacy reasons is false. The Votrubas installed the "Wooden
11 trellis" maliciously and solely to erect a spite fence and create a private nuisance in order to block
12 Appellant's windows.

13 Based on the foregoing, Appellant respectfully requests the Board of Appeals find there is
14 good cause to revoke the Permit and order the Votrubas to remove the "Wooden trellis."

15 Respectfully submitted,

16 LAW OFFICE OF GEORGE G. BENETATOS

17
18
19 Dated: January 8, 2024

20 
21 _____
22 GEORGE G. BENETATOS
23 Appellant BUSHRA KHAN
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PROOF OF SERVICE

The undersigned hereby declares/certifies as follows:
I am: a resident of or employed in the City and County of San Francisco, California, over 18 years of age, and not a party to the within cause, whose business address is: 235 Montgomery Street, Suite 600, San Francisco, CA 94104.

X I am: an active member of the State Bar of California, whose business address is: 235 Montgomery Street, Suite 600, San Francisco, CA 94104.
On the date hereon I served the following document(s) described as:

APPELLANT'S BRIEF

on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

San Francisco Board of Appeals
49 S. Van Ness Avenue
San Francisco, CA 94103

- *Emails: boardofappeals@sfgov.org.
- *Emails: julie.rosenberg@sfgov.org.
- *Emails: corey.teague@sfgov.org
- *Emails: tina.tam@sfgov.org
- *Emails: matthew.greene@sfgov.org

John Votruba
4850 Peracca
Santa Rosa, CA 95404-9734
*Email: jvotruba@yahoo.com

 (BY U.S. MAIL) I placed such envelopes with postage thereon fully prepaid in the United States mail at San Francisco, California.

 (BY FAX) I transmitted by facsimile copying machine a true copy thereof to the fax number(s) as shown above as *fax for facsimile copy transmission of the parties/persons/firms listed above.

X (BY EMAIL) I caused to be transmitted by email a true copy thereof to the email address(es) shown above as the *email address(es) of the parties/persons/firms listed above.

Executed on January 8 , 2024, at San Francisco, California.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

GEORGE G. BENETATOS

PRINT NAME

SIGNATURE

Exhibit

A

Welcome to our Permit / Complaint Tracking System!

Permit Details Report

Report Date: 11/17/2023 1:22:01 PM
Application Number: 202109239006
Form Number: 8
Address(es): 0106 / 038 / 1 218 UNION ST
Description: To comply with NOV 202181083 and Planning ENF case no. 2021-006592ENF - legalize installation of privacy screens and seating on existing roof deck. and urban garden approved under separate permit per 2015-018220 COA.
Cost: \$2,000.00
Occupancy Code: R-2
Building Use: 24 - APARTMENTS

Disposition / Stage:

Action Date	Stage	Comments
9/23/2021	TRIAGE	
9/23/2021	FILING	
9/23/2021	FILED	
11/2/2023	APPROVED	
11/2/2023	ISSUED	
11/6/2023	SUSPEND	Per BOA Appeal # 23-053. See letter dated 11/6/2023

Contact Details:

Contractor Details:

License Number: OWNER
Name: OWNER
Company Name: OWNER
Address: OWNER * OWNER CA 00000-0000
Phone:

Addenda Details:

Description:

Station	Rev#	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Review Result	Hold Description
HIS		9/17/21	9/17/21			9/17/21	CHICO ASHLEY		
BID-INSP		9/17/21	9/17/21			9/17/21	BIRMINGHAM KEVIN		
INTAKE		9/23/21	9/23/21			9/23/21	LEE ERIC		
CP-ZOC		9/24/21	4/4/23	4/4/23		9/25/23	CORRETTE MOSES	Approved	9.25.23 - approved legalize trellis structure. No new fire walls. (Corrette) 4/4/23: Handed permit form and drawings back to owner (in-person), to incorporate Planning comments. Instructed to send a PDF of these via email to kelly.wong@sfgov.org first for inclusion in Administrative Certificate of Appropriateness (ACOA). KHW; 3/24/23: Provided owner comments to add to permit drawings for scope of work - installation of new rooftop trellis w/privacy screens. KHW kelly.wong@sfgov.org
BLDG		9/25/23	9/25/23			9/25/23	LEE MIRA	Administrative	
SFFD		9/25/23	9/25/23			9/25/23	LY ROGER	Approved	N/A PLANS TO APPLICANT

BLDG		9/28/23	9/28/23			9/28/23	LAU (NELSON) CHI CHIU	Approved	bldg only
CP-ZOC		11/1/23	11/1/23			11/1/23	WONG KELLY	Approved	10/25/23 - ENF Fee payment processed. OK to process permit. 10/2/23 - Applicant needs to pay Planning ENF Fee balance prior to permit issuance. Please contact Kelly Wong. kelly.wong@gmail.com
BLDG		11/2/23	11/2/23			11/2/23	CHEUNG JIMMY	Approved	EXTENSION WAIVED.
CPB		11/2/23	11/2/23			11/2/23	LEE ERIC	Administrative	11/02/23: ENGINEER'S SIGNATURE ON PLANS. -EL Missing engineer's signatures on plans. -EL 10/10/23: PLEASE VERIFY CP CODE ENFOECE FEE PAY PRIOR TO ISSUANCE OF THIS PERMIT PER CP KELLY WONG. PERMIT EXTENSION FORM GAVE TO OWNER FOR BLDG APPROVAL- JLU

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

Appointments:

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

Activity Date	Inspector	Inspection Description	Inspection Status
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Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
0			21	SPECIAL CASES	No final inspection to be scheduled prior to walk through and approval by Planning Department. Contact SF Planning's Code Enforcement Manager Kelly Wong at kelly.wong@sfgov.org.

For information, or to schedule an inspection, call 628-652-3400 between 8:30 am and 3:00 pm.

Exhibit

B



San Francisco Planning

PROJECT APPLICATION (PRJ)

GENERAL INFORMATION

Property Information

Project Address: 218 Union, San Francisco, 94133

Block/Lot(s): 0106/038

Property Owner's Information

Name: John Votruba

Address: 218 Union #7
San Francisco 95404

Email Address: jvotrub@yahoo.com

Telephone: 707-523-3415

Applicant Information

Same as above

Name:

Company/Organization:

Address:

Email Address:

Telephone:

Please Select Billing Contact: Owner Applicant Other (see below for details)

Name: _____ Email: _____ Phone: _____

Please Select Primary Project Contact: Owner Applicant Billing

RELATED APPLICATIONS

Related Building Permit Applications (any active building permits associated with the project)

N/A

Building Permit Application No(s):

Related Preliminary Project Assessments (PPA)

N/A

PPA Application No:

PPA Letter Date:

PROJECT INFORMATION

PROJECT DESCRIPTION:

Please provide a narrative project description that summarizes the project and its purpose. Please list any required approvals (e.g. Variance) or changes to the Planning Code or Zoning Maps if applicable.

Existing Portable Privacy screening 7.5 ft High for seating area on roof deck.
Building height 35'. Max Ht 40' plus 4ft extra for appurtenances.

PROJECT DETAILS:

- Change of Use New Construction Demolition Facade Alterations ROW Improvements
- Additions Legislative/Zoning Changes Lot Line Adjustment-Subdivision Other: _____

- Residential:** Senior Housing 100% Affordable Student Housing Dwelling Unit Legalization
- Inclusionary Housing Required State Density Bonus Accessory Dwelling Unit

Indicate whether the project proposes rental or ownership units: Rental Units Ownership Units Don't Know

Indicate whether a Preliminary Housing Development Application (SB-330) is or has been submitted: Yes No

- Non-Residential:** Formula Retail Medical Cannabis Dispensary Tobacco Paraphernalia Establishment
- Financial Service Massage Establishment Other: _____

Estimated Construction Cost: \$750 _____

PROJECT AND LAND USE TABLES

All fields relevant to the project **must be completed** in order for this application to be accepted.

		Existing	Proposed
General Land Use	Parking GSF	1950	
	Residential GSF	6690	
	Retail/Commercial GSF		
	Office GSF		
	Industrial-PDR		
	Medical GSF		
	Visitor GSF		
	CIE (Cultural, Institutional, Educational)		
	Useable Open Space GSF	900	
	Public Open Space GSF		

Project Features	Dwelling Units - Affordable		
	Dwelling Units - Market Rate	4	
	Dwelling Units - Total	7	
	Hotel Rooms		
	Number of Building(s)	1	
	Number of Stories	4	
	Parking Spaces	7	
	Loading Spaces	2	
	Bicycle Spaces	8	
	Car Share Spaces	1	
	Roof Area GSF - Total	1450	
	Living Roof GSF	150	
	Solar Ready Zone GSF	100	
	Other: <u>Roof Deck</u>	500	


Land Use - Residential	Studio Units		
	One Bedroom Units	5	
	Two Bedroom Units	2	
	Three Bedroom (or +) Units		
	Group Housing - Rooms		
	Group Housing - Beds		
	SRO Units		
	Micro Units		
	Accessory Dwelling Units For ADUs, list all ADUs and include unit type (e.g. studio, 1 bedroom, 2 bedroom, etc.) and the square footage area for each unit.		


ENVIRONMENTAL EVALUATION SCREENING FORM




This form will determine if further environmental review is required.


If you are submitting a Building Permit Application only, please respond to the below questions to the best of your knowledge. You do not need to submit any additional materials at this time, and an environmental planner will contact you with further instructions.

If you are submitting an application for entitlement, please submit the required supplemental applications, technical studies, or other information indicated below along with this Project Application.

Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
1a. General	Estimated construction duration (months):	N/A	Existing
1b. General	Does the project involve replacement or repair of a building foundation? If yes, please provide the foundation design type (e.g., mat foundation, spread footings, drilled piers, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1c. General	Does the project involve a change of use of 10,000 square feet or greater?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2a. Transportation	Does the project involve a child care facility or school with 30 or more students, or a location 1,500 square feet or greater?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit an Environmental Supplemental- School and Child Care Drop-Off & Pick-Up Management Plan .
2b. Transportation	Would the project involve the intensification of or a substantial increase in vehicle trips at the project site or elsewhere in the region due to autonomous vehicle or for-hire vehicle fleet maintenance, operations, or charging?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Shadow 	Would the project result in any construction over 40 feet in height?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, an initial review by a shadow expert, including a recommendation as to whether a shadow analysis is needed, may be required, as determined by Planning staff. (If the project already underwent Preliminary Project Assessment, refer to the shadow discussion in the PPA letter.) An additional fee for a shadow review may be required.
4a. Historic Preservation	Would the project involve changes to the front façade or an addition visible from the public right-of-way of a structure built 45 or more years ago or located in a historic district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit a complete Historic Resource Determination Supplemental Application . Include all materials required in the application, including a complete record (with copies) of all building permits.
4b. Historic Preservation	Would the project involve demolition of a structure constructed 45 or more years ago, or a structure located within a historic district?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, a historic resource evaluation (HRE) report will be required. The scope of the HRE will be determined in consultation with CPC-HRE@sfgov.org .
5. Archeology	Would the project result in soil disturbance/ modification greater than two (2) feet below grade in an archeologically sensitive area or eight (8) feet below grade in a non-archeologically sensitive area?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, provide depth of excavation/ disturbance below grade (in feet*): *Note this includes foundation work

 Please see the [Property Information Map](#) or speak with staff at the Planning Counter to determine if this applies.

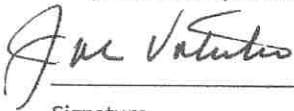
Environmental Topic	Information	Applicable to Proposed Project?	Notes/Requirements
6a. Geology and Soils 	<p>Is the project located within a Landslide Hazard Zone, Liquefaction Zone or on a lot with an average slope of 25% or greater?</p> <p>-----</p> <p>Area of excavation/disturbance (in square feet):</p> <p>_____</p> <p>Amount of excavation (in cubic yards):</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>A geotechnical report prepared by a qualified professional must be submitted if one of the following thresholds apply to the project:</p> <p>The project involves:</p> <ul style="list-style-type: none"> • new building construction, except one-story storage or utility occupancy; • horizontal additions, if the footprint area increases more than 50%; • horizontal and vertical additions increase more than 500 square feet of new projected roof area; or • grading performed at a site in the landslide hazard zone. <p>A geotechnical report may also be required for other circumstances as determined by Environmental Planning staff.</p>
6b. Geology and Soils 	Does the project involve a lot split located on a slope equal to or greater than 20 percent?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	A categorical exemption cannot be issued. Please contact CPC.EPIntake@sfgov.org , once a Project Application has been submitted.
7. Air Quality 	Would the project add new sensitive receptors (residences, schools, child care facilities, hospitals or senior-care facilities) within an Air Pollutant Exposure Zone?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit an Article 38 Compliance application with the Department of Public Health.
8a. Hazardous Materials	Is the project site located within the Maher area or on a site containing potential subsurface soil or groundwater contamination and would it involve ground disturbance of at least 50 cubic yards or a change of use from an industrial use to a residential or institutional use?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>If yes, submit a Maher Application Form to the Department of Public Health and submit documentation of Maher enrollment with this Project Application.</p> <p>Certain projects may be eligible for a waiver from the Maher program. For more information, refer to the Department of Public Health's Environmental Health Division.</p> <p><u>Maher enrollment may also be required for other circumstances as determined by Environmental Planning staff.</u></p>
8b. Hazardous Materials	Is the project site located on a Cortese site or would the project involve work on a site with an existing or former gas station, parking lot, auto repair, dry cleaners, or heavy manufacturing use, or a site with current or former underground storage tanks?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, submit documentation of enrollment in the Maher Program (per above), or a Phase I Environmental Site Assessment prepared by a qualified consultant.
9. FEMA Floodplan	Is the project site located within a FEMA Special Flood Hazard Area (AE, AO, and/or VE Zone)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, please submit a Flood Hazard Zone Protection Checklist with the Department of Building Inspection.

 Please see the [Property Information Map](#) or speak with staff at the Planning Counter to determine if this applies.

APPLICANT'S AFFIDAVIT

Under penalty of perjury the following declarations are made:

- a) The undersigned is the owner or authorized agent of the owner of this property.
- b) The information presented is true and correct to the best of my knowledge.
- c) Other information or applications may be required.
- d) I hereby authorize City and County of San Francisco Planning staff to conduct a site visit of this property as part of the City's review of this application, making all portions of the interior and exterior accessible through completion of construction and in response to the monitoring of any condition of approval.
- e) I attest that personally identifiable information (PII) - i.e. social security numbers, driver's license numbers, bank accounts - have not been provided as part of this application. Furthermore, where supplemental information is required by this application, PII has been redacted prior to submittal to the Planning Department. I understand that any information provided to the Planning Department becomes part of the public record and can be made available to the public for review and/or posted to Department websites.



Signature

September 22, 2021

Date

Owner

707-523-3415

John Votruba

Name (Printed)

jvotrub@yahoo.com

Email

Relationship to Project
(i.e. Owner, Architect, etc.)

Phone

For Department Use Only

Application received by Planning Department:

By: _____

Date: _____

PROPOSED REBUILD FIREWALL

218 Union Street

San Francisco, CA 94133

LOCATION MAP



AERIAL PHOTO



PLANNING INFO.

PROPERTY OWNER:
 DEAN VOITUBA
 218 UNION STREET
 SAN FRANCISCO, CA 94133

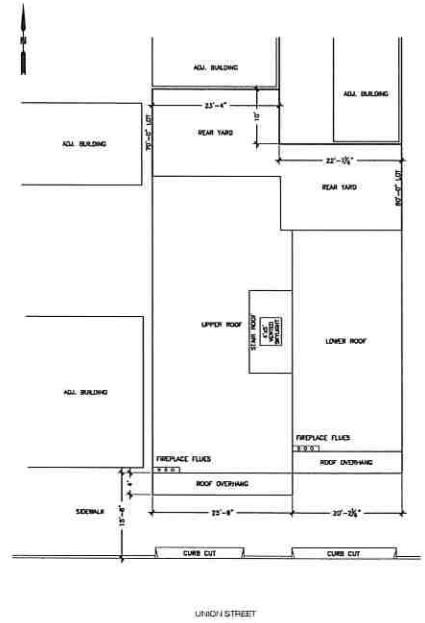
PROJECT ADDRESS:
 218 UNION STREET
 SAN FRANCISCO, CA 94133

SCOPE OF WORK	
1.	REBUILD EXISTING FIREWALL (SEE PLAN)

CODE COMPLIANCE	
IBC	International Building Code 2012
CBC	California Building Code 2013
CEC	California Electrical Code 2013
CPG	California Plumbing Code 2013
CMC	California Mechanical Code 2013
CEC	California Energy Code 2013
CRC	California Residential Code 2013

DRAWING INDEX

CO.0 COVER SHEET, LOCATION MAP AND GENERAL NOTES.
 A1.0 EXISTING ROOF/DECK PLAN, PARTIAL, SECTION AND DETAILS.
 S1.0 EXISTING ROOF/DECK PLAN, SECTION AND DETAILS.



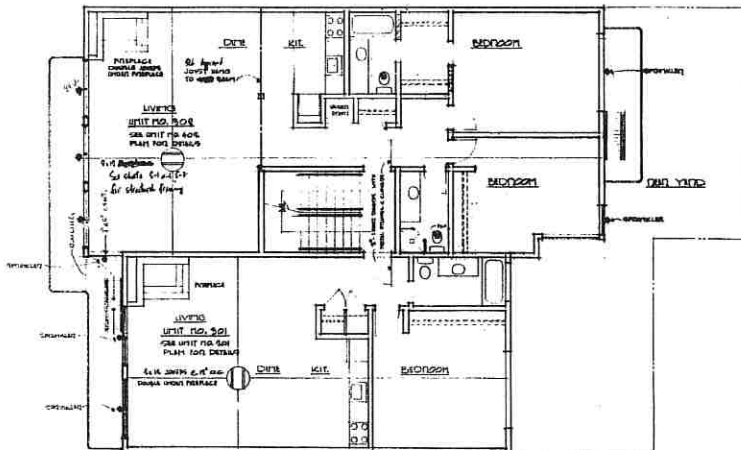
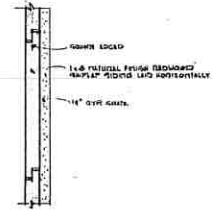
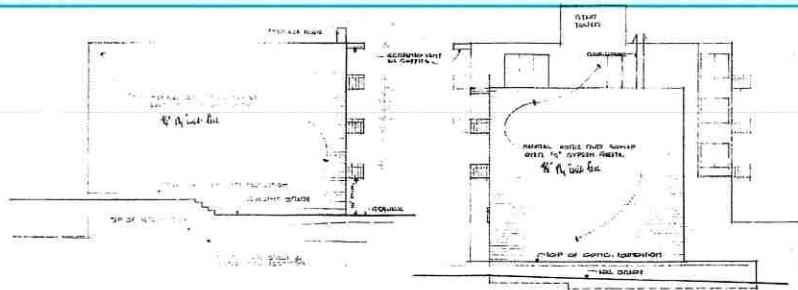
(E) Plot Plan
 SCALE: 1/8" = 1'-0"



HARIST006 03/26/16
 CO.0
 Rebuild Firewall
 218 Union Street

COVER SHEET
 John Voituba
 218 Union Street
 San Francisco, CA 94133
 CO.0
 03/26/16

- GENERAL**
- These notes apply to all drawings.
 - All work shall be in accordance with all Federal, State and Local Building Codes and Safety Ordinances in effect at the place of building.
 - As shown on these drawings, the construction and materials shall be as shown, unless otherwise noted or approved by the Engineer.
 - Any notices or objections relative to the drawings and all conditions shall be immediately brought to the attention of the engineer and corrected as directed by the Engineer.
 - Contractor agrees that he shall assume full and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this requirement shall apply continuously and not be limited to normal working hours, and that the contractor shall maintain liability and hold the Owner harmless from any and all liability, real or personal, in connection with the performance of such as this project, including for liability arising from the later completion of the Owner or the Engineer.
 - Contractor acknowledges that he has thoroughly inspected the site and the building site conditions, grades, etc. with the drawings and specifications, with the building location and all other matters and conditions which may affect the execution and completion of the work and measure of this foundation. The drawings, specifications, including existing and new construction, show the nature of the work, adjustments shall be made in the field to meet the same objectives. Such adjustments are part of the contract and shall be included in the final work bill.
 - Contractor shall be responsible for all temporary shoring. Shoring shall be provided to support the existing structure until all work on the drawings is completed.
 - The Contractor shall be responsible for the construction of all work including, but not limited to that shown on these drawings.
- REINFORCED CONCRETE AND MASONRY**
- Reinforcing steel shall be installed, stored and protected so that the structure is not damaged beyond the demolition work. Remove demolition marks promptly from the building.
 - Shore and bracing from trucks, posts and other structures shall be removed and the soil replaced with compacted soil and backfill to the existing building. Do not remove shoring until after construction is complete.
 - Reinforcing steel shall be installed in accordance with the drawings and specifications and shall be installed in accordance with the drawings and specifications.
 - Reinforcing steel shall be installed in accordance with the drawings and specifications and shall be installed in accordance with the drawings and specifications.
 - Reinforcing steel shall be installed in accordance with the drawings and specifications and shall be installed in accordance with the drawings and specifications.
- FOUNDATION**
- The Engineer is not responsible for the adequacy of the foundation soil. Minimum soil bearing pressure 1000 psf.
 - The Contractor shall verify the Engineer at least 48 hours prior to placing concrete.
 - Anchor bolts shall be a minimum of 3/4" x 10" minimum length. All anchor bolts shall be 3/4" x 10" minimum length. Where anchor bolts are called out in the plans they shall be installed per requirements of SEAM BULL DOGS, 100' 100'.
- REINFORCED CONCRETE**
- Concrete shall have a minimum strength of 2800 psi at 28 days. Use 8 mesh concrete mix. All design shall be submitted to the Engineer for approval.
 - Reinforcing steel shall be ASTM A615 Grade 60 except #3 bars may be Grade 40. Heat reinforcement in its position with device sufficiently numerous to prevent displacement during casting process.
- WOOD**
- Contractor shall notify Engineer at least 48 hours prior to covering or other wall and ceiling.
 - Structural framing lumber shall be Douglas Fir (DF) or better, unless otherwise noted on plans.
 - 1x4, 1x6-2x6, 2x8-2x12, 2x10-2x14, 2x12-2x16, 2x14-2x18, 2x16-2x20, 2x18-2x24, 2x20-2x24, 2x24-2x28, 2x24-2x30, 2x28-2x34, 2x30-2x36, 2x34-2x40, 2x36-2x42, 2x40-2x48, 2x42-2x48, 2x48-2x54, 2x54-2x60, 2x60-2x66, 2x66-2x72, 2x72-2x78, 2x78-2x84, 2x84-2x90, 2x90-2x96, 2x96-2x102, 2x102-2x108, 2x108-2x114, 2x114-2x120, 2x120-2x126, 2x126-2x132, 2x132-2x138, 2x138-2x144, 2x144-2x150, 2x150-2x156, 2x156-2x162, 2x162-2x168, 2x168-2x174, 2x174-2x180, 2x180-2x186, 2x186-2x192, 2x192-2x198, 2x198-2x204, 2x204-2x210, 2x210-2x216, 2x216-2x222, 2x222-2x228, 2x228-2x234, 2x234-2x240, 2x240-2x246, 2x246-2x252, 2x252-2x258, 2x258-2x264, 2x264-2x270, 2x270-2x276, 2x276-2x282, 2x282-2x288, 2x288-2x294, 2x294-2x300, 2x300-2x306, 2x306-2x312, 2x312-2x318, 2x318-2x324, 2x324-2x330, 2x330-2x336, 2x336-2x342, 2x342-2x348, 2x348-2x354, 2x354-2x360, 2x360-2x366, 2x366-2x372, 2x372-2x378, 2x378-2x384, 2x384-2x390, 2x390-2x396, 2x396-2x402, 2x402-2x408, 2x408-2x414, 2x414-2x420, 2x420-2x426, 2x426-2x432, 2x432-2x438, 2x438-2x444, 2x444-2x450, 2x450-2x456, 2x456-2x462, 2x462-2x468, 2x468-2x474, 2x474-2x480, 2x480-2x486, 2x486-2x492, 2x492-2x498, 2x498-2x504, 2x504-2x510, 2x510-2x516, 2x516-2x522, 2x522-2x528, 2x528-2x534, 2x534-2x540, 2x540-2x546, 2x546-2x552, 2x552-2x558, 2x558-2x564, 2x564-2x570, 2x570-2x576, 2x576-2x582, 2x582-2x588, 2x588-2x594, 2x594-2x600, 2x600-2x606, 2x606-2x612, 2x612-2x618, 2x618-2x624, 2x624-2x630, 2x630-2x636, 2x636-2x642, 2x642-2x648, 2x648-2x654, 2x654-2x660, 2x660-2x666, 2x666-2x672, 2x672-2x678, 2x678-2x684, 2x684-2x690, 2x690-2x696, 2x696-2x702, 2x702-2x708, 2x708-2x714, 2x714-2x720, 2x720-2x726, 2x726-2x732, 2x732-2x738, 2x738-2x744, 2x744-2x750, 2x750-2x756, 2x756-2x762, 2x762-2x768, 2x768-2x774, 2x774-2x780, 2x780-2x786, 2x786-2x792, 2x792-2x798, 2x798-2x804, 2x804-2x810, 2x810-2x816, 2x816-2x822, 2x822-2x828, 2x828-2x834, 2x834-2x840, 2x840-2x846, 2x846-2x852, 2x852-2x858, 2x858-2x864, 2x864-2x870, 2x870-2x876, 2x876-2x882, 2x882-2x888, 2x888-2x894, 2x894-2x900, 2x900-2x906, 2x906-2x912, 2x912-2x918, 2x918-2x924, 2x924-2x930, 2x930-2x936, 2x936-2x942, 2x942-2x948, 2x948-2x954, 2x954-2x960, 2x960-2x966, 2x966-2x972, 2x972-2x978, 2x978-2x984, 2x984-2x990, 2x990-2x996, 2x996-2x1002, 2x1002-2x1008, 2x1008-2x1014, 2x1014-2x1020, 2x1020-2x1026, 2x1026-2x1032, 2x1032-2x1038, 2x1038-2x1044, 2x1044-2x1050, 2x1050-2x1056, 2x1056-2x1062, 2x1062-2x1068, 2x1068-2x1074, 2x1074-2x1080, 2x1080-2x1086, 2x1086-2x1092, 2x1092-2x1098, 2x1098-2x1104, 2x1104-2x1110, 2x1110-2x1116, 2x1116-2x1122, 2x1122-2x1128, 2x1128-2x1134, 2x1134-2x1140, 2x1140-2x1146, 2x1146-2x1152, 2x1152-2x1158, 2x1158-2x1164, 2x1164-2x1170, 2x1170-2x1176, 2x1176-2x1182, 2x1182-2x1188, 2x1188-2x1194, 2x1194-2x1200, 2x1200-2x1206, 2x1206-2x1212, 2x1212-2x1218, 2x1218-2x1224, 2x1224-2x1230, 2x1230-2x1236, 2x1236-2x1242, 2x1242-2x1248, 2x1248-2x1254, 2x1254-2x1260, 2x1260-2x1266, 2x1266-2x1272, 2x1272-2x1278, 2x1278-2x1284, 2x1284-2x1290, 2x1290-2x1296, 2x1296-2x1302, 2x1302-2x1308, 2x1308-2x1314, 2x1314-2x1320, 2x1320-2x1326, 2x1326-2x1332, 2x1332-2x1338, 2x1338-2x1344, 2x1344-2x1350, 2x1350-2x1356, 2x1356-2x1362, 2x1362-2x1368, 2x1368-2x1374, 2x1374-2x1380, 2x1380-2x1386, 2x1386-2x1392, 2x1392-2x1398, 2x1398-2x1404, 2x1404-2x1410, 2x1410-2x1416, 2x1416-2x1422, 2x1422-2x1428, 2x1428-2x1434, 2x1434-2x1440, 2x1440-2x1446, 2x1446-2x1452, 2x1452-2x1458, 2x1458-2x1464, 2x1464-2x1470, 2x1470-2x1476, 2x1476-2x1482, 2x1482-2x1488, 2x1488-2x1494, 2x1494-2x1500, 2x1500-2x1506, 2x1506-2x1512, 2x1512-2x1518, 2x1518-2x1524, 2x1524-2x1530, 2x1530-2x1536, 2x1536-2x1542, 2x1542-2x1548, 2x1548-2x1554, 2x1554-2x1560, 2x1560-2x1566, 2x1566-2x1572, 2x1572-2x1578, 2x1578-2x1584, 2x1584-2x1590, 2x1590-2x1596, 2x1596-2x1602, 2x1602-2x1608, 2x1608-2x1614, 2x1614-2x1620, 2x1620-2x1626, 2x1626-2x1632, 2x1632-2x1638, 2x1638-2x1644, 2x1644-2x1650, 2x1650-2x1656, 2x1656-2x1662, 2x1662-2x1668, 2x1668-2x1674, 2x1674-2x1680, 2x1680-2x1686, 2x1686-2x1692, 2x1692-2x1698, 2x1698-2x1704, 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2x2100-2x2106, 2x2106-2x2112, 2x2112-2x2118, 2x2118-2x2124, 2x2124-2x2130, 2x2130-2x2136, 2x2136-2x2142, 2x2142-2x2148, 2x2148-2x2154, 2x2154-2x2160, 2x2160-2x2166, 2x2166-2x2172, 2x2172-2x2178, 2x2178-2x2184, 2x2184-2x2190, 2x2190-2x2196, 2x2196-2x2202, 2x2202-2x2208, 2x2208-2x2214, 2x2214-2x2220, 2x2220-2x2226, 2x2226-2x2232, 2x2232-2x2238, 2x2238-2x2244, 2x2244-2x2250, 2x2250-2x2256, 2x2256-2x2262, 2x2262-2x2268, 2x2268-2x2274, 2x2274-2x2280, 2x2280-2x2286, 2x2286-2x2292, 2x2292-2x2298, 2x2298-2x2304, 2x2304-2x2310, 2x2310-2x2316, 2x2316-2x2322, 2x2322-2x2328, 2x2328-2x2334, 2x2334-2x2340, 2x2340-2x2346, 2x2346-2x2352, 2x2352-2x2358, 2x2358-2x2364, 2x2364-2x2370, 2x2370-2x2376, 2x2376-2x2382, 2x2382-2x2388, 2x2388-2x2394, 2x2394-2x2400, 2x2400-2x2406, 2x2406-2x2412, 2x2412-2x2418, 2x2418-2x2424, 2x2424-2x2430, 2x2430-2x2436, 2x2436-2x2442, 2x2442-2x2448, 2x2448-2x2454, 2x2454-2x2460, 2x2460-2x2466, 2x2466-2x2472, 2x2472-2x2478, 2x2478-2x2484, 2x2484-2x2490, 2x2490-2x2496, 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2x4080-2



THIRD FLOOR PLAN
 SCALE 1/4"=1'-0"

NOTE SEE SHEETS 4-2 & 3 FOR DIMENSIONS, MATERIAL, ETC.

REV. 11
 1977
 REVISION
 DEC 11

ARTHUR S. HARRIS
 ARCHITECT



ADDITIONAL NOTES

XREF: PATH:

XREF:

:\Drawings\8500-8599\8510\Chimney Bracing\REVISION 09.05.13\12 11 box\8510\8510.dwg Plotted by jo

36x24 8510 01/09/13 HJARA

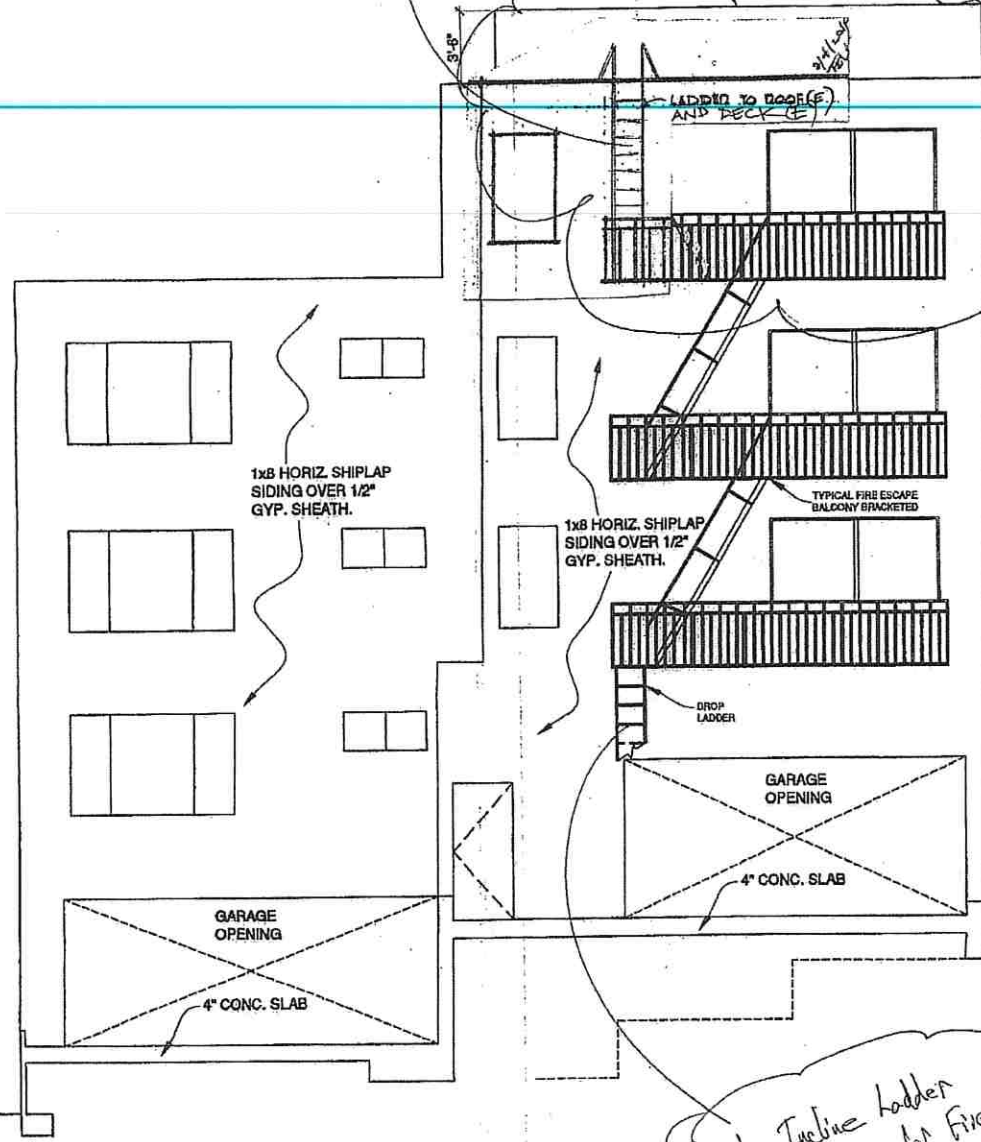
No Incline Ladder
Required for Roof
Access. M.Walt
3-26-14

FUTURE PARAPET
@ 280 UNION ST.

ROOF LINE
@ 280 UNION ST.

3'-0" OVERHANG
ROOF ELEV. +224.5'

PENTHOUSE



NORTH ELEVATION - REAR YARD

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

1E

Date: 09/05/12
 Scale: 1/4"=1'-0"
 Drawn By: A.U.
 Job No: 8910
 Sheet: 43
 Of 4 Sheets

RECEIVED
 MAR 26 2014
 DEPT. OF BUILDING INSPECTION
 STANDARD FOR DIGITIZING
 ACCEPTED

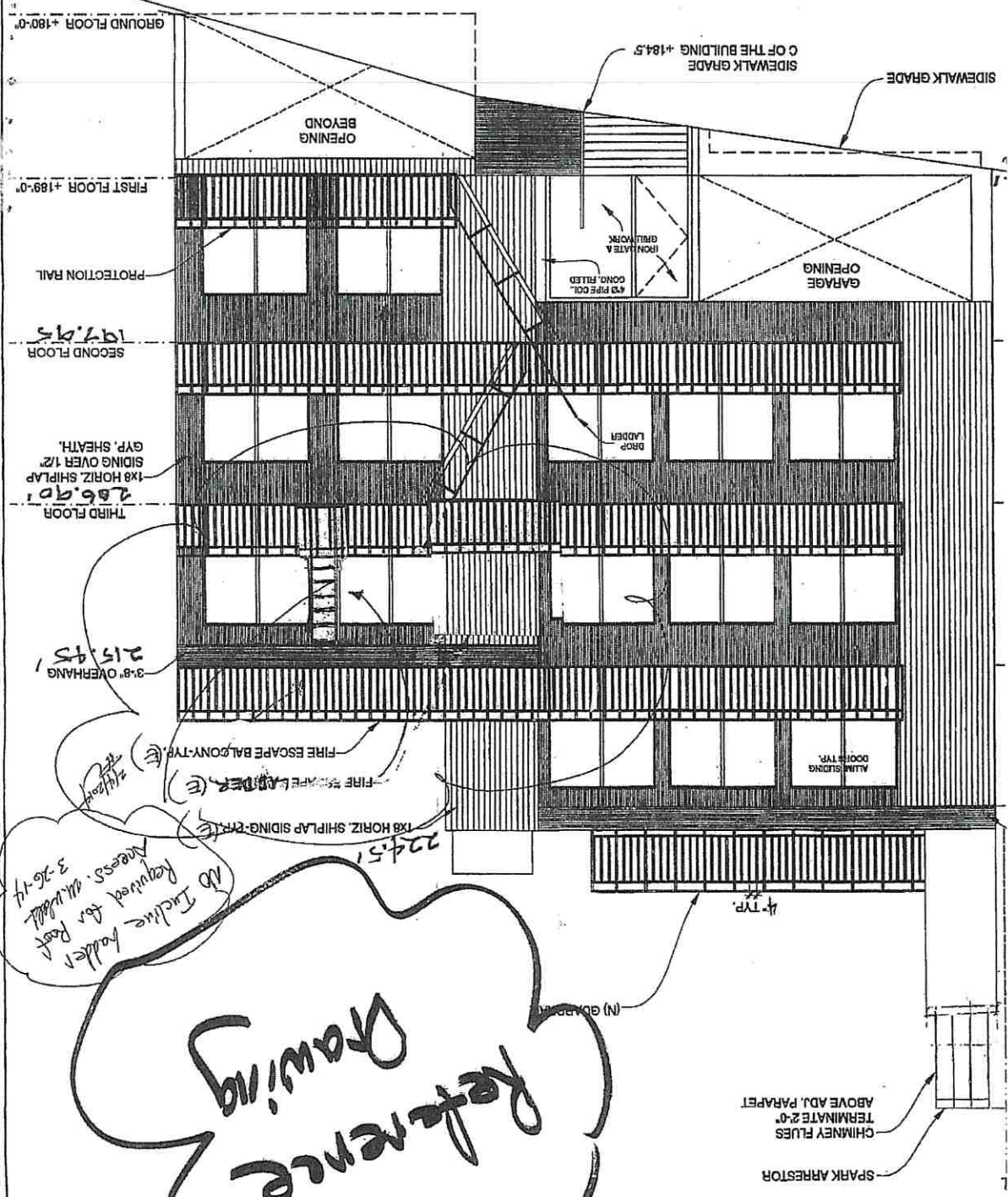
Approved Planning Dept. by request
 06-06-12

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

SOUTH ELEVATION - UNION STREET

218 UNION STREET
 SAN FRANCISCO, CALIFORNIA

NORTH AND SOUTH ELEVATIONS



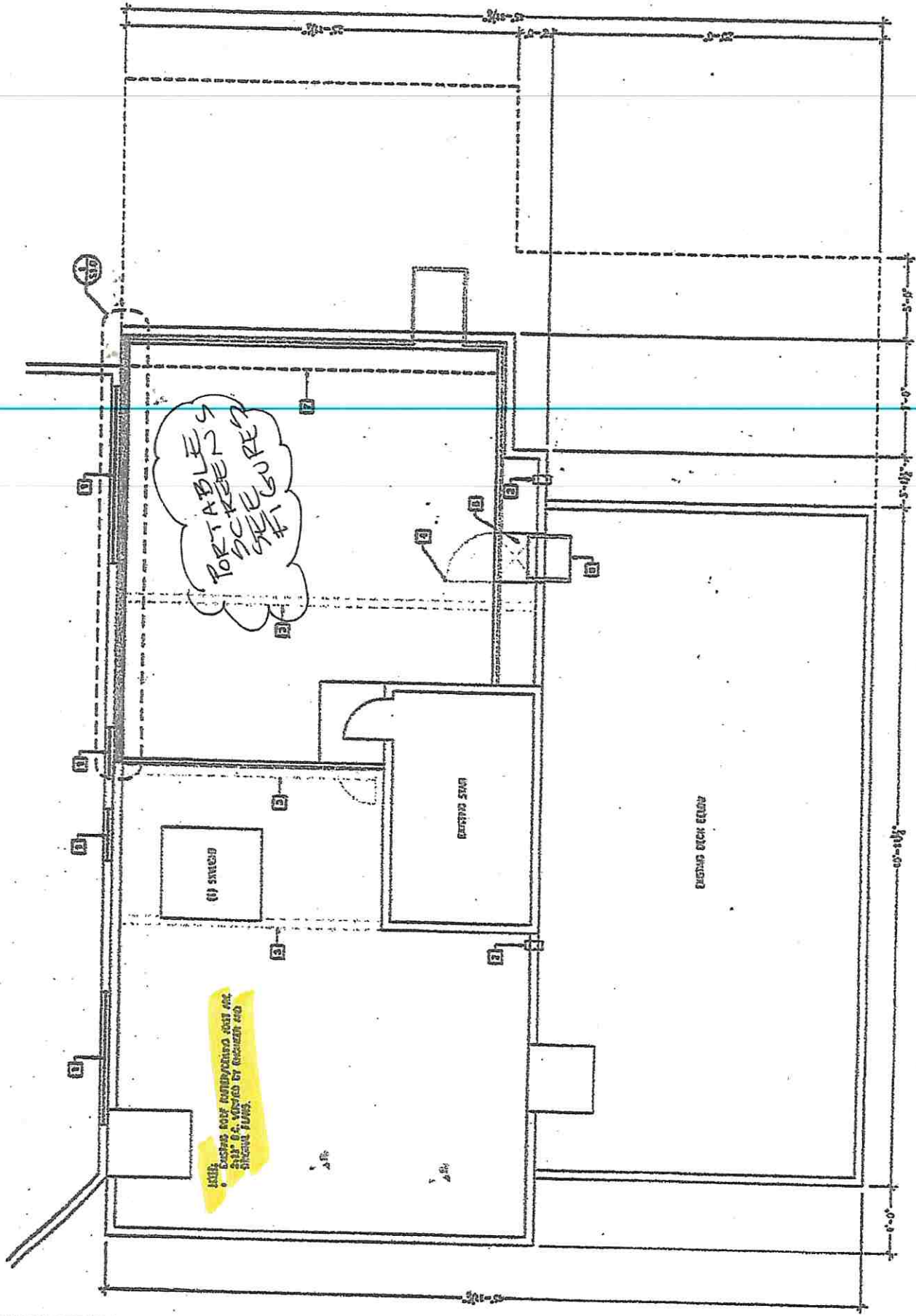
APPROVED
 Jun 12 2014
 Tom C. Lee
 Director
 Dept. of Building Insp.



STRUENER ENGINEERS
 8451 HARRISON STREET
 SAN FRANCISCO, CA 94110
 TELEPHONE (415) 642-7722
 FAX (415) 642-7590

Reference Drawing
*AD Incline ladder
 required for roof
 access. installed
 3-26-14*

NO.	REVISIONS



EXISTING ROOF STRUCTURE, SEE 404
 2x12 P.C. MEMBERS BY MEASUREMENT AND
 SHEARD PLANS.

PORTABLE SCISSOR SCREW DRIVER

1 (E) Roof/Deck Plan
 SCALE: 1/4" = 1'-0"

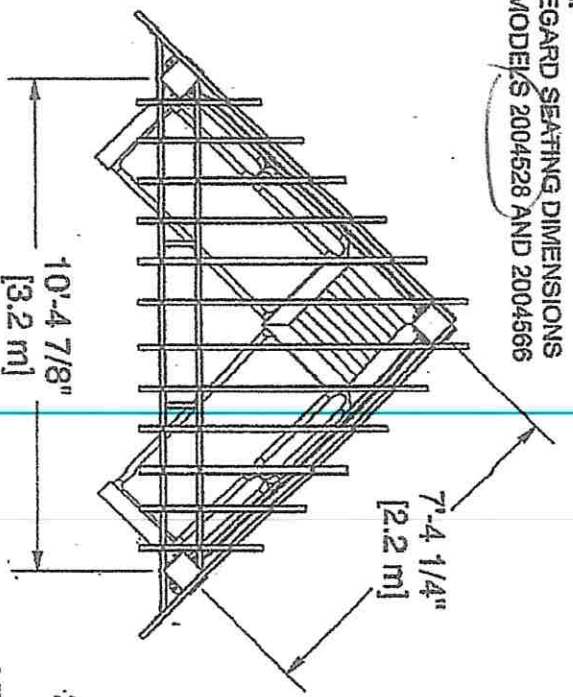
KEY NOTES

- 1 (E) WINDOW IN ADJACENT BUILDING
- 2 (E) ROOF DRAIN
- 3 (F) BEARING WALL BELOW

- 4 ACCESS GATE FOR ROOF LADDER W/ EMERGENCY RELEASE LOCK
- 5 WALKING PAD
- 6 (E) ROOF LADDER

Note: 1/4 inch = 1 foot

NOTE:
DISREGARD SEATING DIMENSIONS
FOR MODELS 2004528 AND 2004566



2'-1/2"
[.6 m]

1'-6 1/8"
[.5 m]

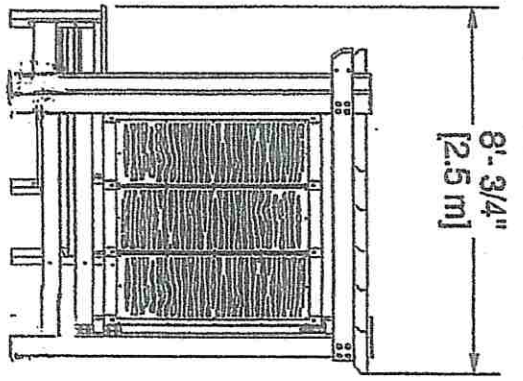
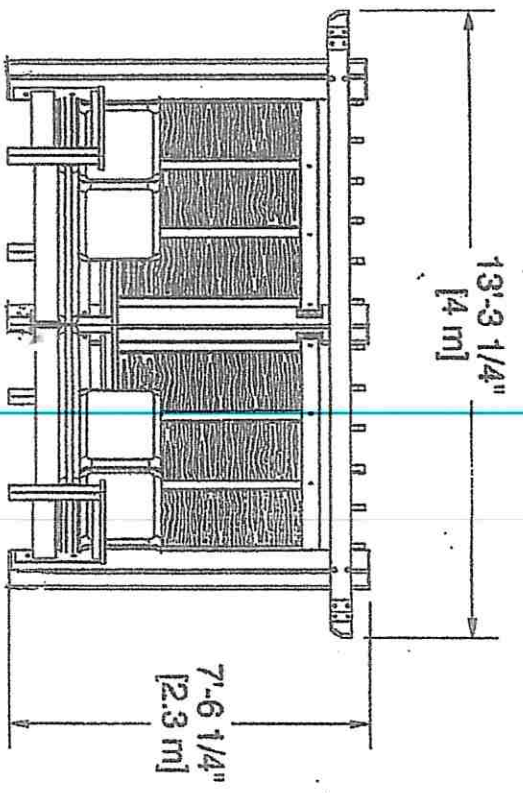
1'-7/8"
[.3 m]

2'-7/8"
[.7 m]

ARM REST
CUSHION

FRAME

TABLE



9'-10 1/2"
[3 m]

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**Record 2021-010163PRJ:
Project Profile (PRJ)
Record Status: Closed
Expiration Date: 01/31/2021**

[Record Info](#)

For Documents:

1. **Select the record of interest ***
2. **Click Record Info**
3. **Select Attachments**

* To list project records, click on Record Info and select Related Records.

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Work Location

218 UNION ST
, 94133 *

Record Details

Project Description:

To comply with nov 202181083 rooftop deck privacy screens with trellis.

More Details

Related Contacts

Billing Contact information

VOTRUBA JOHN F & TERESA F
218 UNION ST APT 7
94133

Application Information

PROJECT DESCRIPTION

Additions: Yes

RESIDENTIAL TYPE

Change in Number of Dwelling Units: No

EE SCREENING

Does the project involve replacement or repair of a building foundation? : No

Change of Use: No

Does the project involve a child care facility or school with 30 or more students, or a location 1,500 square feet or greater?: No

Would the project result in any construction over 40 feet in height?: No

Would the project involve changes to the front façade or an addition visible from the public right-of-way of a structure built 45 or more years ago or located in a historic district? : No

Would the project involve demolition of a structure constructed 45 or more years ago, or a structure located within a historic district?: No

Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeologically sensitive area or eight (8) feet below grade in a non-archeologically sensitive area?: No

Is the project located within a Landslide Hazard Zone, Liquefaction Zone or on a lot with an average slope of 20% or greater?: No

Lot Split Slope: No

Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities) within an Air Pollutant Exposure Zone? : No

Would the project involve work on a site with an existing or former gas station, parking lot, auto repair, dry cleaners, or heavy manufacturing use, or a site with underground storage tanks?: No

Is the project site located within the Maher area and would it involve ground disturbance of at least 50 cubic yards or a change of use from No

an industrial use to a residential or institutional use?:

ENTITLEMENT TYPE

Job Value: 750

Application Information Table

RELATED BUILDING PERMITS

Application Number:
202109239006

GENERAL LAND USE PROFILE

Land Use Category:

Parking GSF

Existing:

1950

Proposed:

1950

Net New:

0

Land Use Category:

Residential

Existing:

6690

Proposed:

6690

Net New:

0

PROJECT FEATURES

Project Feature:

Usable Open Spaces

Existing Unit(s):

900

Net Unit(s):

-900

Project Feature:

Dwelling Units-Market Rate

Existing Unit(s):

7

Proposed Unit(s):

7

Net Unit(s):

0

Project Feature:

Building Number

Existing Unit(s):

1

Proposed Unit(s):

1

Net Unit(s):

0

Project Feature:

Stories Number

Existing Unit(s):

4

Proposed Unit(s):

4

Net Unit(s):

0

Project Feature:

Parking Spaces

Existing Unit(s):

7

Proposed Unit(s):

7

Net Unit(s):

0

Project Feature:

Loading Spaces

Existing Unit(s):

2

Proposed Unit(s):

2

Net Unit(s):

0

Project Feature:

Bicycle Spaces

Existing Unit(s):

8

Proposed Unit(s):

8

Net Unit(s):

0

Project Feature:

Bicycle Spaces

Existing Unit(s):

1

Proposed Unit(s):

1

Net Unit(s):

0

Project Feature:

Car Share Spaces

Existing Unit(s):

1

Proposed Unit(s):

1

Net Unit(s):

0

Project Feature:

Better Roof - Total Roof Area

Existing Unit(s):

1450

Proposed Unit(s):

1450

Net Unit(s):

0

Project Feature:

Better Roof - Living Roof Area

Existing Unit(s):

150

Proposed Unit(s):

150

Net Unit(s):

0

Project Feature:

Better Roof - Solar Area

Existing Unit(s):

100

Proposed Unit(s):

100

Net Unit(s):

0

Project Feature:

Other

Existing Unit(s):

500

Proposed Unit(s):

500

Net Unit(s):

0

LAND USE - RESIDENTIAL

Dwelling Unit Type:

One Bedroom

Existing:

5

Proposed:

5

Net:

0

Dwelling Unit Type:

Two Bedroom

Existing:

2

Proposed:

2

Net:

0

Parcel Information

Parcel Number:0106038 *

Block:0106

Lot:038

Subdivision:0106

BOS DISTRICT: 3

BUILDING INSPECTION DISTRICT: 15

CENSUS TRACT: 104

CEQACATEGORY: A - Historic Resource Present

ELECTRICAL INSPECTION DISTRICT: 12

HEIGHT & BULK: 40-X

HOUSING INSPECTION DISTRICT: 3

OWNRDATE: 1018569600000

PLUMBING INSPECTION DISTRICT: 2

QUAD: NE

STORIES: 4

UNITS: 7

USETYPE: A5

YEAR BUILT: 1963

ZONING: RH-3

**ZONING DISTRICT NAME: RESIDENTIAL- HOUSE, THREE
FAMILY**

Exhibit

C



NOTICE OF VIOLATION

of the San Francisco Municipal Codes Regarding Unsafe, Substandard or Noncomplying Structure or Land or Occupancy

DEPARTMENT OF BUILDING INSPECTION
City and County of San Francisco
49 South Van Ness Ave, Suite 400 San Francisco, CA

Notice: 1 COMPLAINT NUMBER:
202181083

DATE:
09/07/2021

ADDRESS : 218 UNION ST

BLOCK : 0106 LOT : 038

OCCUPANCY/USE : R-2 | RESIDENTIAL- APARTMENTS & CONDOMINIUMS W/3 OR MORE UNITS, RESIDENTIAL HOTELS

If checked, this information is based upon site-observation only. Further research may indicate that legal use is different. If so, a revised Notice of Violation will be issued.

ON SITE CONTACT : VOTRUBA KRISTOFER M

VIOLATION DESCRIPTION:

<input checked="" type="checkbox"/> WORK WITHOUT PERMIT	103A
<input type="checkbox"/> ADDITIONAL WORK-PERMIT REQUIRED	106A.4.7
<input type="checkbox"/> EXPIRED PERMIT	106A.4.4
<input type="checkbox"/> CANCELLED PERMIT PA#:	106A.3.7
<input type="checkbox"/> UNSAFE BUILDING	102A
<input type="checkbox"/> SEE ATTACHMENTS	

CODE VIOLATION DESC : A complaint has been filed with this department regarding a structure installed on roof deck at above named property. Wooden trellis approx. 8 feet tall with 2 sides approx. 8 feet long with triangular roof connecting sides, 2 x 4 rafters. Code/section SFBC: 106.1.1, 102A.3 Monthly monitoring fee applies. Code/Section: SFBC 110A, Table 1A-K

CORRECTIVE ACTION::

- STOP ALL WORK SFBC 104.2.4
- FILE BUILDING PERMIT WITHIN **30** DAYS
- (WITH PLANS) A copy of this notice must accompany the permit application
- OBTAIN PERMIT WITHIN **60** DAYS AND COMPLETE ALL WORK WITHIN **90** DAYS, INCLUDING FINAL INSPECTION SIGNOFF.
- CORRECT VIOLATIONS WITHIN DAYS.
- NO PERMIT REQUIRED
- YOU FAILED TO COMPLY WITH THE NOTICE(S) DATED, THEREFORE THIS DEPT. HAS INITIATED ABATEMENT PROCEEDINGS.

FAILURE COMMENT DESCRIPTION : Obtain building permit with Planning Department approval for legalization of structure on roof deck and obtain required inspections to close this complaint.

INVESTIGATION FEE OR OTHER FEE WILL APPLY

- 9x Permit Fee (Work w/o Permit after 9/1/60)
- Other
- Reinspection Fee \$
- approx. date of work w/o permit
- value of work performed without permits \$
- 2x Permit Fee (Work Exceeding Scope of Permit)
- NO penalty (Work w/o permit prior to 9/1/60)

CONTACT INSPECTOR : Donal J Duffy BID / 628-652-3437



NOTICE OF VIOLATION
of the San Francisco Municipal Codes Regarding Unsafe, Substandard or Noncomplying Structure or Land or Occupancy

Pursuant to SFBC 107.5 and 106.4.7 Investigation fees are charged for work begun or performed without permits or for Work exceeding the scope of permits. Such fees may be appealed to the Board of Permit Appeals within 15 days of permit issuance, at 49 South Van Ness Ave., Suite 1475 (14th Floor), (628) 652-1150

WARNING: Failure to take immediate action as required to correct the above violations will result in abatement proceedings by the Department of Building Inspection. If an Order of Abatement is recorded against this property, the owner will be billed or the property will be liened for all costs incurred in the code enforcement process from the posting of the first "Notice of Violation" until all costs are paid, SFBC 102.2 & 110.

WARNING: Section 204 of the San Francisco Housing Code provides for immediate fines of \$100 for each instance of initial non-compliance, followed by \$200 fines per violation for the second instance of non-compliance, up to a maximum of \$7,500 per building. This section also provides for issuance of a criminal charge as a misdemeanor for each violation, resulting in fines of not less than \$1,000 per day or six months' imprisonment or both.

WARNING: Anyone who derives rental income from housing determined by the Department of Building Inspection to be substandard cannot deduct from state personal income tax and bank and corporate income tax interest, depreciation or taxes attributable to such substandard structure. If correction work is not completed or being diligently, expeditiously and continuously prosecuted after six (6) months from the date of this notice, notification will be sent to the Franchise Tax Board as provided in Section 17264(G) of the Revenue and Taxation Code.

WARNING: Section 103 of the San Francisco Building Code provides for civil fines of up to \$500 per day for any person who violates, disobeys, omits, neglects or refuses to comply with or opposes the execution of any provisions of this code. This section also provides for misdemeanor fines, if convicted, of up to \$500 and/or imprisonment up to six months for each separate offense for every day such offense occurs.

De acuerdo a las Secciones 107.5 y 106.4.7 de el Código de Construcción de Edificios de San Francisco, gastos de investigación serán cobrados por trabajo empezado o realizado sin los debidos permisos o por trabajo que exceda el limite estipulado en los permisos. Dichos cobros pueden ser apelados ante la Junta de Apelaciones de Permisos (Board of Permit Appeals) dentro de los primeros quince días de haberse obtenido el permiso. Las apelaciones se hacen en el 49 South Van Ness Ave., Suite 1475 (14th Floor), telefono (628) 652-1150.

ADVERTENCIA: Si no cumple con las acciones inmediatas requeridas para corregir las infracciones, el Departamento de Inspección de Edificios tendrá el derecho de iniciar el proceso de mitigación. Si una Orden de Mitigación es registrada contra dicha propiedad, los gastos incurridos durante el proceso de aplicación del código, desde la primera puesta del Aviso de Infracción hasta que todos los gastos estén pagados, se le cobrarán al dueño del edificio o la propiedad será embargada para recuperar dichos gastos. Referencia a la Sección 102.2 y 110 de el Código de Construcción de Edificios.

ADVERTENCIA: La Sección 204 de el Código de Vivienda de San Francisco permite que se multe inmediatamente \$100 por cada primer caso de inconformidad, seguida por una multa de \$200 por cada segunda infracción de Inconformidad, aumentando hasta un maximo de \$7,500 por cada edificio. Esta Sección también permite obtener cargos criminales como delito menor, resultando en multas de no menos de \$1,000 diarios ó 6 meses de encarcelamiento o ambas sanciones.

ADVERTENCIA: Cualquier persona que reciba renta por una vivienda que haya sido declarada que no satisface las normas requeridas por el Departamento de Inspección de Edificios, no puede deducir del estado intereses personales, de banco o empresa, depreciación o taxes atribuidos sobre dicha estructura. Si el trabajo de reparación no se termina o está diligentemente, rapidamente y contuamente acusado despues de seis(c) meses de la fecha de este aviso, se le enviara una notificación a la Junta de Concesión de Impuestos (Franchise Tax Board) de acuerdo a la Sección 1264(c) del Código de Ingresos e Impuestos (Revenue and Taxation Code).

ADVERTENCIA: La Sección 103 de el Código de Edificios de San Francisco impone multas civiles hasta de \$500 por cada día a cualquier persona que infrinja, desobedezca, omite, descuide, rehusa cumplir, resiste o se opone a la ejecución de las provisiones de este código. Esta sección también impone multas por delito menor, si es declarado culpable, de hasta \$500 o encarcelamiento de hasta 6 meses, o ambas sanciones, por cada una de las ofensas y por cada día que dicha ofensa ocurra.

根據《三藩市建築法規》(即 SFBC) 第 107.5 項和 106.4.7 項條款的規定，對沒有許可證或已開始的工程和或正在進行的工程，或沒有許可證的工程，將收取調查費。當有人可以在許可證發出日起 15 天之內，向委員會或向許可證委員會提出上訴。委員會的地址在 South Van Ness 街 49 號 14 樓，電話：(628) 652-1150。

警告：如不按照要求立即採取行動，以糾正上述違規行為，將導致建築部立即對強制糾正程序的執行。倘對此項違規行為的強制糾正程序令一經在市政府備案，則自始應通知張貼日誌的各項與此糾正程序有關的費用，將向房地產主索取，並將房地產扣押，直至付清各項費用。請參閱《三藩市建築法規》第 102.2 項和 110 項條款。

警告：《三藩市房屋法規》(即 SFHC) 第 204(G) 項條款規定：對每一違反初期租賃立約條款而罰款 100 元，二次違犯者罰款 200 元，每段標準的最高罰款可達 7,500 元。此項法律規定對每一違反初期租賃者可提出刑事控告，每日最高罰款可達 1,000 元，或/和監禁六個月。

警告：任何人出租房屋或提供收入，而該房屋已被建築部查驗為不符合規定標準者，不能從加州個人所得稅、銀行和公司所得稅利息，以及與該地房地產有關的稅項有關的折舊或稅款中扣除稅款。如果在此廣告公布六個月後，改正工程沒有完成，或該項有償租、迅速有地地繼續進行，我們將根據《國家稅收法》(即 Revenue & Taxation Code) 第 1264 (c) 項條款，通知加州稅務委員會 (The Franchise Tax Board)。

警告：《三藩市房屋法規》第 103 項條款規定：對於任何違反、不聽從、疏忽、忽視、或拒絕遵守此法規者，或將延誤、反對或阻礙此法規中的任何條款的個人，將付最高 500 元的民事罰款。此項法律規定對違犯者，對每天所發生的、每一單個的犯法行為，將付最高 500 元的罰款，且/或監禁六個月。

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

Technical Support for Online Services

If you need help or have a question about this service, please visit our [FAQ area](#).

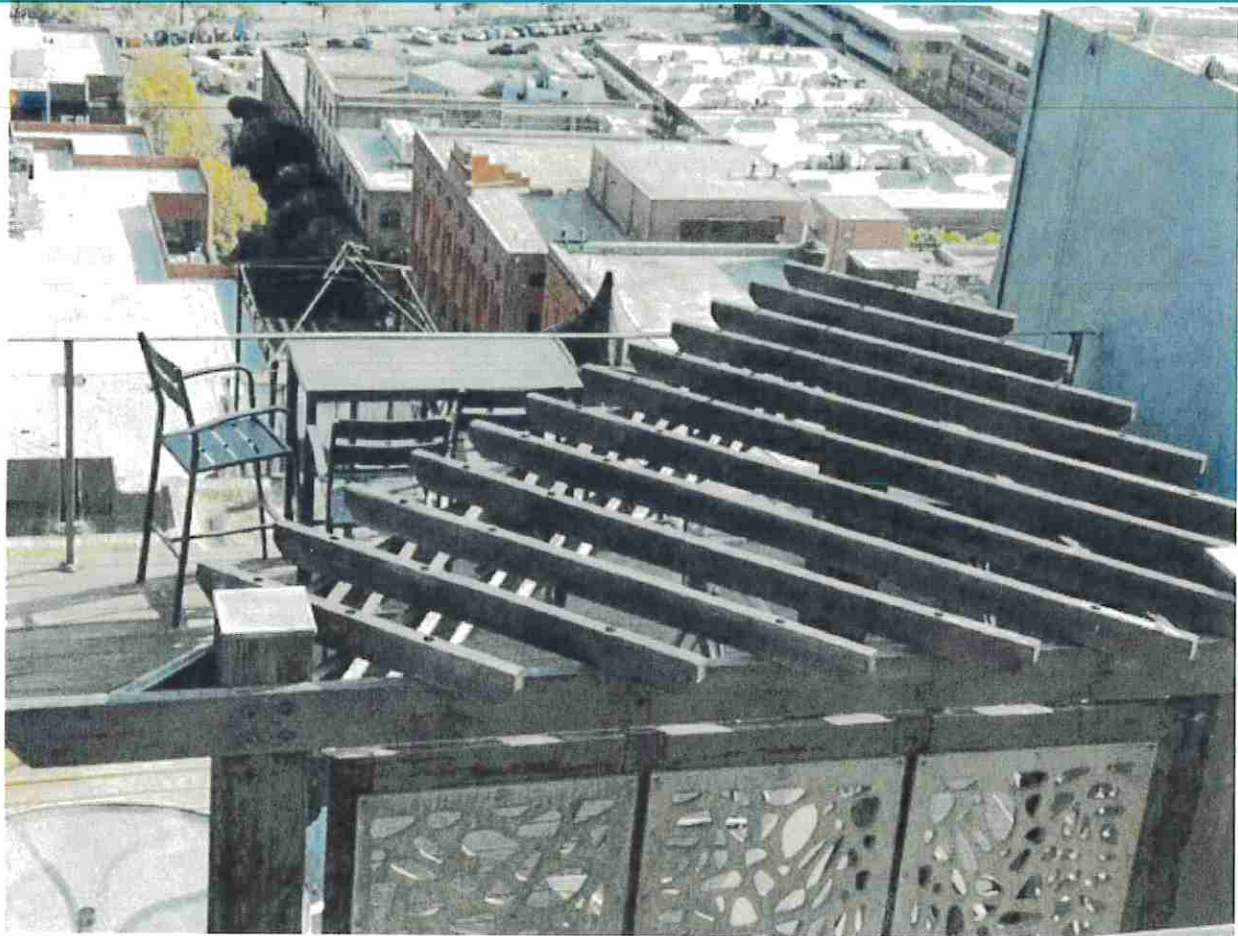
Contact SFGov Accessibility Policies
City and County of San Francisco © 2023

Exhibit

D









Exhibit

E



Doc # 2022020852

Recording requested by:
John F. Votruba
Teresa F. Votruba
4850 Peracca Road
Santa Rosa, CA 95404

City and County of San Francisco
Joaquín Torres, Assessor – Recorder

2/28/2022	12:41:06 PM	Fees	\$20.00
Pages	3	Title 001 ES	Taxes \$0.00
Customer	001	Other	\$0.00
		SB2 Fees	\$75.00
		Paid	\$95.00

When recorded mail this deed and tax statements to:
SAME AS ABOVE

APN: Lot 38; Block 106

218 UNION ST

Documentary transfer tax \$ 0

R & T Code: 11911

This is a bona fide gift and the grantors received nothing in return

GRANT DEED

JOHN F. VOTRUBA and TERESA F. VOTRUBA, Husband and Wife, hereinafter Grantors, holders of an undivided 50% tenant in common interest in 218 Union Street, San Francisco, CA 94133 hereby gift and grant to their son, KRISTOFER M. VOTRUBA and to their son, GREGORY F. VOTRUBA a 50% undivided interest each as tenants in common in equal shares. The property is more particularly described on the attached Exhibit A.

Date 2/27/2022

John F. Votruba
JOHN F. VOTRUBA, Grantor

Date 2/27/2022

Teresa F. Votruba
TERESA F. VOTRUBA, Grantor

SEE ATTACHED NOTARY PAGE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

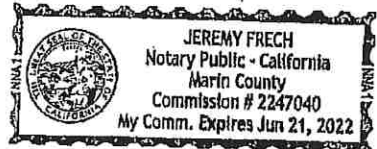
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of MARIN)
On February 27, 2022 before me, Jeremy Frech, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John F. Votvuba and
Name(s) of Signer(s)
Teresa F. Votvuba

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

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

WITNESS my hand and official seal.



Signature [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: Grant Deed
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

EXHIBIT "A"

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

PARCEL A:

BEGINNING at a point on the Northerly line of Union Street, distant thereon 186 feet 3 inches Easterly from the Easterly line of Montgomery Street; running thence Easterly along the said line of Union Street 22 feet 2 1/4 inches; thence at a right angle Northerly 60 feet; thence at a right angle Westerly 22 feet 2 1/4 inches; thence at a right angle Southerly 60 feet to the point of beginning.

BEING part of 50 Vara Block No. 44.

PARCEL B:

BEGINNING at a point on the Northerly line of Union Street, distant thereon 162 feet 6 inches Easterly from the Easterly line of Montgomery Street; running thence Easterly along the said line of Union Street 23 feet 9 inches; thence at a right angle Northerly 70 feet; thence at a right angle Westerly 23 feet 9 inches; thence at a right angle Southerly 70 feet to the point of beginning.

BEING part of 50 Vara Block No. 44.

Exhibit

F

There is no Exhibit F.

Exhibit

L



George Benetatos <benetatoslaw@gmail.com>

Re: Common Practice

1 message

George Benetatos <benetatoslaw@gmail.com>

Sat, Nov 11, 2023 at 11:25 AM

To: John Votruba <jvotrub@yahoo.com>

Cc: Kris Votruba <Votrubin@yahoo.com>, Greg and Sila Votruba <sgvotruba@yahoo.com>

Bcc: douglas@horngrad.com, greenr4@hotmail.com, bushra_mail@hotmail.com

Please send me a copy of the written agreement or other document memorializing the TIC owners appointing you as property manager and/or finance manager, including documents corroborated that such appointment was done in compliance with the terms of the TIC Agreement. Please include a copy of the TIC Agreement you contend supports your assertions.

Cordially, George G. Benetatos

Sent from my iPhone

On Nov 11, 2023, at 10:43 AM, John Votruba <jvotrub@yahoo.com> wrote:

You write as if you have read the TIC Agreement but apparently haven't. There is no requirement within it describing that a member of the management team be or not be an owner. Again, look into your own records for a copy of the agreement, which I think it would be useful for you to read.

Cordially, John Votruba

On Saturday, November 11, 2023 at 10:19:43 AM PST, George Benetatos <benetatoslaw@gmail.com> wrote:

The property manager and the finance manager must be selected from among the owners of the property. You are not an owner; hence you have no authority to act in either capacity. If the TIC Agreement allows for a non owner to be selected as property manager or finance manager, please cite the section authorizing the owners to select a non owner for either position, including the procedure set forth in the TIC Agreement for selecting a non owner for either position. Also, please send me a copy of the written agreement memorializing the TIC owners selection of you as the property manager and finance manager, signed by all parties before a notary.

Please scan and email to me a copy of the TIC Agreement you are relying on in support of your assertions.

Cordially, George G. Benetatos

Sent from my iPhone

On Nov 11, 2023, at 9:55 AM, John Votruba <jvotrub@yahoo.com> wrote:

Read the first sentence of Section 8 of the TIC Agreement which describes the Management Team described in Exhibit B as selected from time to time by a majority of the parties, pursuant to Section 2. Section 2 describes the majority of at least 67% of the interest of the parties. You will find a copy of the complete TIC ownership agreement with each page initialed by you attached to the 2020 Settlement Agreement..

My interest as Finance Manager has been recognized by the ownership for over 15 years and continues to be recognized by my sons who I continue to represent with respect to their ownership interests in the building.

There are no requirements for notarizations including the TIC Agreement itself.

You should well know the Duane and I have exchanged the Property tax bill no matter who receives it between us over the years in order to determine ownership respective shares. Your holding it prior to its due date and withholding of Mr. Frisbie's share is another exercise in stupidity.

Cordially,

John Votruba

On Saturday, November 11, 2023 at 08:57:57 AM PST, George Benetatos <benetatoslaw@gmail.com> wrote:

Please cite for me the section of the currently in effect TIC Agreement that states 67% of the TIC owners can select a property manager and finance manager. Please include with your response, a copy of the currently in effect TIC Agreement.

Please send me the written authorization, written in accord with the TIC Agreement and signed by 67% of the TIC owners before a notary, authorizing you to act on behalf of the TIC owners as property manager and finance manager. Without such writing, you have no authority to act on behalf of the TIC owners in either capacity. Without a copy of such writing, signed by 67% of the TIC owners before a notary, you cannot conduct any TIC business in either capacity.

I have the check ready to pay Mr. Frisbie's share of the property tax; but I need the requested written authority before I can send it to you. Likewise, what appears to be the San Francisco 2023-2024 Property Tax Statement mistakenly sent to Kristopher Votruba at Apt. 5; I can mail it or otherwise deliver it to you only if you are duly authorized under the TIC Agreement.

Cordially, George G. Benetatos

Sent from my iPhone

On Nov 11, 2023, at 7:08 AM, John Votruba <jvotrub@yahoo.com> wrote:

Yes, I have requested a meet and confer after the religious and family holidays. Read the TIC agreement. 67 % establishes the threshold for choosing finance manager and building manager. As you should recall your attempt to change through litigation has been attempted and failed.

I expect the tax check in my mailbox at 4850 Peracca Road, Santa Rosa, Ca 95404 by November 15, 2023.

Cordially,
John Votruba

Sent from Yahoo Mail for iPhone

On Friday, November 10, 2023, 7:23 PM, George Benetatos <benetatoslaw@gmail.com> wrote:

You have no ownership interest in the TIC; neither does Mrs. Votruba; that is what she recently stated in the malicious prosecution litigation with my client, Bushra Khan. Under the terms of the TIC Agreement, neither you

nor Mrs. Votruba has any authority to act on behalf of the TIC owners. If you have such authority in a writing signed by all the TIC owners, send me a copy. There is nothing to meet and confer about, absent any authority.

Regarding payment by Mr. Frisbie of his share of the property taxes, I have a check ready to pay his share; however, I do not know who has the authority among the TIC owners to forward the check to the S.F. Treasurer who collects the property taxes. If you have such written authority signed by all the TIC owners, send me a copy.

I informed ~~Kristofer Votruba~~ recently, cc to you, that for reasons unknown to Mr. Frisbie and to me, mail addressed to Kristofer Votruba is addressed to "Apt.5", which as you know is Mr. Frisbie's apartment number. Among other mail addressed to Kristopher at Apt. 5, I have what appears to be the TIC 218 Union Street San Francisco Property Tax Statement for 2023-2024. Please send me the documents which identify who among the TIC owners has written authority to receive and attend to the San Francisco Property Tax Statement for 2023-2024.

Cordially, George G.

Benetatos



Virus-free. www.avast.com

On Fri, Nov 10, 2023 at 5:37 PM John Votruba <jvotrub@yahoo.com> wrote:

Mr Benetatos:

Shall we engage in a meet and confer about the culture of bribery and pistol carrying woman and men in Texas and Kenya?

I am the father of owners Kristofer and Gregory Votruba. What do you need to know that is unknown to you? I will be happy to engage in meet and confer after the family and religious holidays.

Cordially,
John Votruba

Sent from Yahoo Mail for iPhone

On Friday, November 10, 2023, 2:46 PM, George Benetatos <benetatoslaw@gmail.com> wrote:

Mr. Votruba, You have not responded to my recent request that you provide copies of documents signed by all the TIC owners, authorizing you to represent them, or any one of them, before any city agency, or otherwise act

on behalf of the TIC owners regarding any required City approval for improvements, additions, or other changes to 218 Union Street. On behalf of my client Bushra Khan, I request you provide me copies of such documents.

The foregoing request is based on Mrs. Votruba's recently made assertion in the malicious prosecution litigation with Ms. Khan that neither you nor she own any interest in 218 Union Street. As such, under the TIC Agreement, you have no authority to act on behalf of the TIC owners.

I await your prompt reply.

Cordially, George G. Benetatos

Sent from my iPhone

On Nov 10, 2023, at 1:50 PM, John Votruba <jvotrub@yahoo.com> wrote:

<https://sfstandard.com/2023/11/09/san-francisco-corruption-sia-tahbazof-charged-bribery-bernie-curran-scandal/>

There is no bribery culture in Kenya! Nor San Francisco!

I will be submitting my request for continuance to the Appeals Board.

Let's not waste City resources and join the firewall permit in progress.

Since your client does not believe in wasting City resources as per previous comments. Let's merge the two issues into one hearing.

I also with be requesting approved plans be shown at the Appeals Board and that may delay things a bit. Joseph Duffy has assured us in the past that he would share the plans if he has access to them. Now that he is Deputy Director that should happen easily.

Cordially,
John Votruba

Sent from Yahoo Mail for iPhone

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CONFIDENTIALITY NOTICE: This electronic mail transmission may contain legally privileged, confidential information belonging to the

Exhibit

H



PERMIT APPLICATION #: _____

PROPERTY OWNER'S PACKAGE

Disclosures & Forms for Owner-Builders Applying for Construction Permits

IMPORTANT! NOTICE TO PROPERTY OWNER

An application for a building permit has been submitted in your name listing yourself as the builder of the property improvements specified at _____ in San Francisco, California.

We are providing you with an Owner-Builder Acknowledgment and Information Verification Form to make you aware of your responsibilities and possible risk you may incur by having this permit issued in your name as the Owner-Builder. **We will not issue a building permit until you have read, initialed your understanding of each provision, signed, and returned this form to us at our official address indicated.** An agent of the owner cannot execute this notice unless you, the property owner, obtain the prior approval of the permitting authority.

OWNER'S ACKNOWLEDGMENT AND VERIFICATION OF INFORMATION

DIRECTIONS: Read and initial each statement below to signify you understand or verify this information.

___1. I understand a frequent practice of unlicensed persons is to have the property owner obtain an "Owner-Builder" building permit that erroneously implies that the property owner is providing his or her own labor and material personally. I, as an Owner-Builder, may be held liable and subject to serious financial risk for any injuries sustained by an unlicensed person and his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an Owner-Builder and am aware of the limits of my insurance coverage for injuries to workers on my property.

___2. I understand building permits are not required to be signed by property owners unless they are *responsible* for the construction and are not hiring a licensed Contractor to assume this responsibility.

___3. I understand as an "Owner-Builder" I am the responsible party of record on the permit. I understand that I may protect myself from potential financial risk by hiring a licensed Contractor and having the permit filed in his or her name instead of my own.

___4. I understand Contractors are required by law to be licensed and bonded in California and to list their license numbers on permits and contracts.

___5. I understand if I employ or otherwise engage any persons, other than California licensed Contractors, and the total value of my construction is at least five hundred dollars (\$500), including labor and materials, I may be considered an "employer" under state and federal law.

___6. I understand if I am considered an "employer" under state and federal law, I must register with the state and federal government, withhold payroll taxes, provide workers' compensation disability insurance, and contribute to unemployment compensation for each "employee." I also understand my failure to abide by these laws may subject me to serious financial risk.

___7. I understand under California Contractors' State License Law, an Owner-Builder who builds single-family residential structures cannot legally build them with the intent to offer them for sale, unless *all* work is performed by licensed subcontractors and the number of structures does not exceed four within any calendar year, or all of the work is performed under contract with a licensed general building Contractor.

___8. I understand as an Owner-Builder if I sell the property for which this permit is issued, I may be held liable for any financial or personal injuries sustained by any subsequent owner(s) that result from any latent construction defects in the workmanship or materials.

___9. I understand I may obtain more information regarding my obligations as an "employer" from the Internal Revenue Service, the United States Small Business Administration, the California Department of Benefit Payments, and the California Division of Industrial Accidents. I also understand I may contact the California Contractors' State License Board (CSLB) at 1-800-321-CSLB (2752) or www.cslb.ca.gov for more information about licensed contractors.

___10. I am aware of and consent to an Owner-Builder building permit applied for in my name, and understand that I am the party legally and financially responsible for proposed construction activity at the following address:

___11. I agree that, as the party legally and financially responsible for this proposed construction activity, I will abide by all applicable laws and requirements that govern Owner-Builders as well as employers.

___12. I agree to notify the issuer of this form immediately of any additions, deletions, or changes to any of the information I have provided on this form. Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors' State License Board may be unable to assist you with any financial loss you may sustain as a result of a complaint. Your only remedy against unlicensed Contractors may be in civil court. It is also important for you to understand that if an unlicensed Contractor or employee of that individual or firm is injured while working on your property, you may be held liable for damages. If you obtain a permit as OwnerBuilder and wish to hire Contractors, you will be responsible for verifying whether or not those Contractors are properly licensed and the status of their workers' compensation insurance coverage.

Before a building permit can be issued, this form must be completed and signed by the property owner and returned to the agency responsible for issuing the permit. Note: A copy of the property owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

Print Property Owner's Name: _____ Date: _____

Property Owner's email: _____ Phone: (____) _____

Property Owner's Signature: _____ Date: _____

Note: The following Authorization Form is required to be completed by the property owner only when designating an agent of the property owner to apply for a construction permit for the Owner-Builder.

AUTHORIZATION OF AGENT TO ACT ON PROPERTY OWNER'S BEHALF

Excluding the Notice to Property Owner, the execution of which I understand is my personal responsibility, I hereby authorize the following person(s) to act as my agent(s) to apply for, sign, and file the documents necessary to obtain an Owner-Builder Permit for my project.

Scope of Construction Project (or Description of Work): _____

Project Location or Address: _____

Print Name of Authorized Agent: _____ Phone: (____) _____

Address of Authorized Agent: _____

Email of Authorized Agent: _____

I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy. Note: A copy of the owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

Property Owner's Signature: _____ Date: _____

Exhibit

I

TENANCY- IN-COMMON OWNERSHIP AGREEMENT

218 Union Street

The parties to this Agreement are George Hamilton Hauck, an unmarried man, John F. Votruba and Teresa F. Votruba, a married couple, Gregory F. Votruba, a married man, Kristofer M. Votruba, an unmarried man, and Duane L. Frisbie, an unmarried man. The purpose of this Agreement is to set forth in writing the parties' agreements regarding the ownership, maintenance, and sale of residential property in the City and County of San Francisco commonly described as 218 Union Street, consisting of seven (7) individual dwelling units, in which property the parties may each reside from time to time.

Handwritten signatures and initials:
GH
JFV
TFV
G.V.
KMF

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Ownership. The parties shall maintain title to 218 Union Street as tenants in common, with George Hamilton Hauck owning an undivided fifteen percent (15%) interest in the property, John F. Votruba and Teresa F. Votruba owning an undivided fifty percent (50%) interest in the property as their community property, Gregory F. Votruba owning an undivided ten percent (10%) interest in the property, Kristofer M. Votruba owning an undivided ten percent (10%) interest in the property, and Duane L. Frisbie owning an undivided fifteen percent (15%) interest in the property. For the purposes of this Agreement, and subject to any subsequent adjustment of ownership interests permitted hereunder, each party's "pro rata" share shall be the percentage associated with that party's name in this paragraph.

2. Residence, Possession and Control. Unless prohibited by any state or municipal law or regulation, each party shall have the exclusive right to occupy as that party's principal or secondary residence, or to use as the principal or secondary residence for any member of their immediate family, that portion of 218 Union Street described next to their names below, including the designated garage and/or storage area associated therewith, as depicted on Exhibit A, attached hereto and made a part hereof, and access thereto, and/or any roof deck associated therewith as specified in paragraph 27, below:

- | | |
|---------------------------------------|--------|
| George Hamilton Hauck | Unit 1 |
| John F. Votruba and Teresa F. Votruba | Unit 2 |
| Kristofer M. Votruba | Unit 3 |
| Gregory F. Votruba | Unit 4 |
| Duane L. Frisbie | Unit 5 |
| John F. Votruba and Teresa F. Votruba | Unit 6 |
| John F. Votruba and Teresa F. Votruba | Unit 7 |

The property, and any interest therein, may be assigned, encumbered, refinanced or otherwise conveyed only by unanimous written agreement signed by all parties, except as specified elsewhere in this Agreement. Amendment of this Agreement,

including without limitation, any reallocation of the exclusive rights defined herein, shall be only by unanimous written agreement signed by all parties. All other decisions, except as specified elsewhere in this Agreement, shall be made with the vote of at least 67% in interest of the parties. Any vote by the parties (other than by unanimous written consent) shall be taken with advance written notice to all parties, by telephone, personal delivery or certified mail, telephoned, served or mailed at least fourteen (14) calendar days prior to the vote, and shall take place on either a non-holiday weekday evening or weekend. With respect to each couple designated above as a "party," the following provisions shall apply:

- i. The couple shall be referred to as one party;
- ii. Each person in the couple shall be jointly and severally liable for all obligations and responsibilities associated with the party's share;
- iii. All rights associated with the party's share shall be deemed jointly held by the couple, and absent a written agreement or provision of law to the contrary, both persons shall be deemed to have equal control of such rights;
- iv. Any act or omission by one person within a couple shall be deemed the act or omission of both; and,
- v. Fractional votes are not allowed. If the couple is unable to agree, that party has no vote; provided, however, that whenever this Agreement uses the word "unanimous," it shall mean all of the undersigned parties, or their respective successors in interest.

DH
M. AD
T.F.
G.V.
Kw

3. Adjustment to Capital Accounts. No party may make any voluntary contribution of capital, loans, or other adjustments to that party's capital account without the consent of all other parties. No party may withdraw capital or borrow against that party's equity in 218 Union Street, or transfer any interest therein to any other party or any outside party without the consent of all other parties. No party shall be entitled to receive any interest on that party's capital contribution.

4. Debt Service. The underlying first mortgage (deed of trust) shall be apportioned among, and monthly debt service paid by, the parties; each party's share shall be a fraction, the numerator of which is that party's assumption amount of the first mortgage as set forth in the parties' closing statement for the purchase of 218 Union Street, and the denominator of which is the total outstanding principal balance of said underlying first mortgage as of the closing date. The parties hereby agree that their initial shares of said underlying first mortgage, calculated pursuant to this paragraph, are as follows:

George Hamilton Hauck	<u>14,1067 %</u>
John F. Votruba and Teresa F. Votruba	_____
Gregory F. Votruba	_____
	} 75.235%

Kristofer M. Votruba
Duane L. Frisbie

(grouped with above Votruba's)
10.6583%

5. Property Taxes. The property taxes shall be apportioned among and paid by the parties; each party's share shall be a fraction, the numerator of which is the purchase price of that party's unit ~~as increased by the annual 2% assessment valuation~~, and the denominator of which is the total of the most recent purchase prices ~~as increased by the annual 2% assessment valuations~~ of all of the units. The parties hereby agree that their initial shares of property taxes, calculated pursuant to this paragraph, are as follows:

George Hamilton Hauck	8.40%
John F. Votruba and Teresa R. Votruba	_____
Gregory F. Votruba	_____
Kristofer M. Votruba	_____
Duane L. Frisbie	9.10%

82.50% *FFC*

W.H.
A.M.
G.V.
K

Any increase in real property taxes resulting from a subsequent transfer by a party of that party's interest in 218 Union Street in accordance with this Agreement shall be the sole responsibility of the party to whom such interest is transferred in the year of the transfer and in all subsequent years, and such party shall pay such amount prior to the due date thereof.

6. Regular Expenses. Each party is responsible for and shall pay as they become due that party's pro rata share of all insurance premiums, repairs to common areas, costs of capital improvements ~~made with~~ the approval of the parties as provided in this Agreement, management fees, salaries, professional fees, routine maintenance costs to common areas, utilities (except to the extent same are individually metered), and other usual expenses associated with 218 Union Street (hereafter, "regular expenses"). The parties agree that the definition of "common areas" then in effect under California condominium law shall determine, for the purposes of this Agreement, those areas of the property for which the parties are jointly responsible. Each party reserves a non-exclusive easement for ingress, egress and support and for utilities, at reasonable places throughout the common areas. Each party shall be obligated to make the advances set forth in this paragraph until such obligation is terminated by unanimous agreement of the parties. The parties contemplate setting aside a monthly amount towards future repairs and maintenance of the property, which mutually agreed monthly amount shall be a part of the regular expenses associated with the property. The parties agree that the reserve account shall be funded at all times with a minimum of \$5,000, up to a maximum of \$15,000.

7. Mortgage Prepayment. A party may prepay all or a portion of that party's share of mortgage debt provided (i) the parties' mortgage permits prepayment without penalty, (ii) the party successfully arranges a reamortization so that the total monthly

payment is reduced to reflect the prepayment, and, (iii) the party pays any associated reamortization fee. In such event, the party making the prepayment shall receive the full benefit of the monthly payment reduction. The parties shall thereafter adjust their shares of mortgage debt set forth in paragraph 4, above, to reflect the changes in each party's share of mortgage debt.

8. Management. Management of the common areas of 218 Union Street (those portions of the property not within the confines of one or more of the seven dwelling units contained therein) shall be conducted by a Management Team (the "Team") described in Exhibit "B", attached hereto and made a part hereof; selected from time to time by a majority of the parties, pursuant to paragraph 2, above. The members of the Team shall serve without compensation, except as specifically authorized by a majority vote of the parties, but shall be reimbursed for their reasonable out-of-pocket expenses.

a) The Team's Finance Manager shall be authorized to collect all contributions of the parties pursuant to paragraphs 4-6, above, and to pay from the parties joint account (see paragraph 13, below), all expenses required for the proper operation, maintenance and management of the common areas of 218 Union Street. Single expenditures exceeding \$500 (other than expenditures approved in the parties' Annual Budget, see below) shall require the written majority approval of the parties. The Finance Manager shall prepare an Annual Budget to be approved by a majority of the parties, pursuant to paragraph 2, above, for the operation, maintenance and management of the common areas of 218 Union Street. The Annual Budget shall specify (i) each party's share, as hereinabove provided, of all anticipated annual debt service payments, property taxes, and regular expenses of the property; (ii) any special assessments approved a majority of the parties for the coming year for the operation, maintenance and management of the common areas of 218 Union Street; and, (iii) the dates upon which the party's payments are due.

b) The Finance Manager shall keep appropriate books and records under the cash method of accounting, entering fully all transactions regarding 218 Union Street, the amounts contributed from time to time by each party, and any amounts owing pursuant to this Agreement. Checks for expenditures approved in the parties Annual Budget or in amounts under \$500 may be signed by the Finance Manager alone; all other checks shall require the co-signature of at least one other party. Within sixty (60) days after the end of every calendar year, the Finance Manager shall prepare an income and expense statement, including information regarding 218 Union Street necessary for the preparation of each party's income tax returns.

9. Rental of Individual Units. Any party may rent that party's individual dwelling unit.

10. Extraordinary Services by a Party. Any party performing extraordinary

Handwritten notes on the right margin:
S.N.K.
FFU
G.V.
K.W.

services (such as bookkeeping or tax preparation) benefiting the property may, with the unanimous approval of the all parties charge as a regular expense of the property, a reasonable fee for services rendered, which fee shall not exceed the cost of obtaining similar services from a non-party.

11. Capital Improvements. Substantial capital improvements or replacements to common areas of 218 Union Street (those portions of the property not within the confines of one or more of the seven dwelling units contained therein) shall be made only with the parties' unanimous consent, provided that no party may veto the replacement when reasonably required of any foundation, load bearing wall, roof or common building system. Each party shall pay that party's pro rata share of said costs when due. Improvements, repairs, and maintenance to any individual dwelling unit of the property shall be at the sole election and expense of the individual party authorizing same for that party's assigned dwelling unit, and shall in no way affect the capital accounts of the parties. All work on or about 218 Union Street shall be completed to applicable building and safety codes and with all necessary permits.

11/17/11
HNN
HTV
Gw

12. Tax Allocation. The parties hereby allocate among themselves per paragraphs 1, 5, 6 and 7, above, all tax benefits arising from the purchase, ownership or use of the property or the timely payment of regular expenses.

G.V.
Kw

13. Bank Accounts. The parties shall maintain a bank account in the name of 218 Union TIC, which shall be subject to withdrawal on the signatures of Team members as specified in paragraph 8 above. In an emergency situation, where it shall prove impossible or unreasonably difficult to secure the timely consent of the required Team members (such as the absence of a Team member from the United States), any two (2) parties may authorize withdrawal and payment of joint funds up to \$500 in the aggregate during said emergency situation.

14. Insurance. The parties agree to maintain insurance on the property sufficient to protect their investment against loss from fires, floods or other insurable causes. The parties shall maintain an insurance policy insuring themselves against public liability incident to ownership and use of 218 Union Street. The combined limits of coverage shall not be less than two million dollars (\$2,000,000) for injury, death and property damage. The policy shall contain a severability of interest endorsement precluding the insurer from denying coverage to a named insured because that party's act or omission created liability in favor of another insured. The policy shall also contain a contractual liability endorsement. Each such insurance policy shall (i) provide a waiver of subrogation rights against the parties, (ii) state that coverage be primary and not affected by any other insurance held by a party, and (iii) require that at least thirty (30) days prior written notice be given to all parties by the insurer before cancellation, except for non payment of premium for which cancellation may be made after ten (10) days prior written notice. Such insurance shall be written by an insurance company qualified to do business in California with a rating of at least an "A" by Best's Insurance Reports or equivalent.

15. Default. In the event a party fails or refuses to pay that party's share of the

regular expenses, including debt service, the other parties, pro rata, shall make such payments on behalf of the defaulting party, the amount of which payments shall constitute a lien upon the defaulting party's interest in 218 Union Street, subject to enforcement as provided under applicable law including, without limitation, sale pursuant to California Civil Code §2924, et seq. or by judicial foreclosure. In addition to any other remedy so provided, the non-defaulting parties shall recover all such sums from the defaulting party at the time said party's interest in the property shall be sold pursuant to the terms of this Agreement. Interest on any sums advanced by the non-defaulting parties shall accrue at the simple rate of Bank of America Prime Rate plus 2% per annum, until paid in full. Each party waives the benefit of statutory debtor protection, including homestead and exemption rights, to the full extent permitted by California and Federal law with respect to enforcement of obligations described in this Agreement. For the purpose of securing performance of each of the obligations described in this Agreement, each party hereby pledges that party's interest to the other as security for such obligations and acknowledges that such interest is subject to foreclosure rights, and hereby grants, transfers and conveys that party's ownership interest in 218 Union Street to Old Republic Title Company, a corporation, as trustee, and to each other, as beneficiaries, under the terms and conditions of that certain fictitious deed of trust recorded October 23, 1961, in Book A332 at page 905 of the Official Records of San Francisco County, California, which are hereby incorporated by reference. In the event of default as hereinabove described, each non-defaulting party is granted the power to sell the defaulting party's interest in the property at a public sale conducted pursuant to the applicable provisions of California law for exercise of a non-judicial power of sale in a deed of trust. Any non-defaulting party may bid at such a sale. Alternatively, any non-defaulting party may seek judicial foreclosure or execution once the defaulting party's obligation has been reduced to a judgment.

J.A.
S. N. N.
E.P.
J.W.
G.V.
K.W.

16. Sale of Entire Property. If the parties unanimously agree in writing that 218 Union Street should be sold, and subject to any right of first refusal vested in a party, pursuant to paragraph 19, below, the property shall immediately be offered for sale with the offering price to be set by agreement of the parties, or if no agreement can be reached, by a Qualified Appraiser, as defined in paragraph 21 below. The property shall be made available for inspection according to local practice. The balance of the sale price after repayment of all taxes and commissions shall be shared by the parties based upon the relative value of each party's unit as determined by appraisal. Repayment of non-pro-rata mortgage shares shall be allocated per paragraph 4, above. Pro-ration of property taxes shall be allocated per paragraph 5, above. Provided, however, that if any party is in arrears on any regular expenses, including debt service, such regular expenses shall be repaid before any sums are allocated to the party in arrears.

17. Lender Approval Requirement. The parties understand and acknowledge that if an ownership interest in 218 Union Street is transferred to an individual who is not a signatory to the parties' mortgage (deed of trust), and such transfer is not approved by the lender, such lender could declare the entire outstanding balance of the mortgage

immediately due and payable (an "acceleration") and, in the event of non-payment, initiate foreclosure of the property. Accordingly, notwithstanding anything to the contrary in this Agreement, no party shall transfer any interest in 218 Union Street to an individual who is not already a signatory to the parties' mortgage unless: (i) the mortgage lender approves the transfer in writing, or (ii) all parties agree, in writing, to allow the transfer without lender approval and assume the resulting risk of acceleration and foreclosure. In the event all parties do not agree to allow the transfer without lender approval, each party shall cooperate in good faith in securing such approval. Such cooperation shall include, without limitation, submitting all documentation required by the mortgage lender, and portraying the party's creditworthiness in the best possible light. All charges imposed by the mortgage lender shall be paid by the prospective transferor.

18. Transfer of Individual Interests. A party may transfer that party's entire interest in 218 Union Street only as set forth herein. Any other purported transfer of all or part of a party's interest shall be void and of no effect against the property, any other party, any creditor of the parties or any claimant against the parties. There shall be no transfer of less than any party's entire interest. Subject to the foregoing, a party may transfer that party's entire interest:

- i. By mutual written agreement of all of the parties;
- ii. Between or among John F. Votruba, Teresa F. Votruba, Gregory F. Votruba, and Kristofer M. Votruba;
- iii. By succession or testamentary disposition on death; or,
- iv. To any person after the party making the transfer has first offered the other parties their rights of first refusal in accordance with the provisions of this Agreement, provided that the non-selling parties shall have the right to approve the transferee, using criteria consistent with Federal and California law, which approval shall not be unreasonably withheld. Any approved transferee shall agree in writing to be bound by all terms and conditions of this Agreement.

19. Right of First Refusal. If any party wishes to sell that party's interest in 218 Union Street, the other parties shall have the right of first refusal to purchase the selling party's interest by meeting any bona fide offer of sale on the same terms and conditions of such offer, and on failure to notify the selling party of that party's intentions to exercise this right of first refusal within seven (7) days, or failure to complete said purchase within sixty (60) days after written notice thereof from the selling party, the selling party shall be free to sell that party's interest in the property to such third person in accordance with the terms and conditions of the offer, provided that any purchaser shall agree in writing to be bound by all terms and conditions of this Agreement. If more than one party shall exercise a right of first refusal, the selling party's interest shall be purchased jointly by the electing parties.

Handwritten notes on the right margin:
M.A.
H. V.
G.V.
K.M.

20. Death of a Party. In the case of a party's death this Agreement shall not terminate and the surviving parties shall continue to own and control 218 Union Street under the terms of this Agreement with any successors or transferees of the deceased party. Such successors or transferees shall participate in the management of the property, and in decisions by the surviving parties regarding same, and shall have the same rights and obligations to use or occupy the property as did the deceased party. In the event a successor or transferee shall not succeed to the interest of a deceased party, the surviving parties, or any of them, if any shall so elect, may purchase a deceased party's interest at the Specified Purchase Price herein below. Said purchase shall be completed by the earliest date permitted under any applicable probate administration. If more than one party shall exercise that party's option, the deceased party's interest shall be purchased jointly by the electing parties. This paragraph is not intended to grant any right of purchase upon the death of any party who holds title to any portion of 218 Union Street with any other party as a joint tenant or as community property, except upon the death of both of such parties, if it is the intention of the latter to hold each other's interest as a survivor by virtue of their joint tenancy or community property interest.

MH
A. R. H.
FFV
G.V.
Qu
Kw

21. Specified Purchase Price. The specified purchase price of a party's interest referred to in paragraph 20, above, is determined as follows. The Specified Purchase Price shall be the then current fair market value of the party's interest in 218 Union Street; less the party's percentage of outstanding mortgage debt set forth in paragraph 4, above; less the party's percentage, set forth in paragraph 5, above, of prorated property taxes; and then adjusted (upwards or downwards) by any amounts then owing pursuant to this Agreement. If the fair market value of the property cannot be determined by mutual agreement, then within fifteen (15) days following written demand by any party, or by the heirs or representatives of any deceased party, the disputing parties either: (a) shall jointly appoint a Qualified Appraiser for the purpose of determining the fair market value of the party's interest in 218 Union Street; or, (b) failing this joint action, shall each separately designate a Qualified Appraiser and, within five (5) days after their appointment, the two designated Qualified Appraisers shall jointly designate a third Qualified Appraiser, whose appraisal of the fair market value of said interest shall be binding and conclusive. A "Qualified Appraiser" shall be a person: (i) having at least four (4) years experience appraising real estate similar to 218 Union Street in the area where said property is located, (ii) holding a valid real estate sales, brokerage or appraisal license, (iii) having no prior business or personal relationship with any party to this Agreement, and (iv) agreeing in writing to complete an appraisal within fourteen (14) calendar days of retention. The failure of any party to appoint an appraiser within the time allowed shall be deemed equivalent to appointing the appraiser appointed by the other party, and that appraisal shall be the fair market value. The fees of the appraiser(s) shall be paid by the party or parties purchasing the deceased party's interest.

22. Expenses During Sale. The parties shall be jointly responsible, pro rata, for all regular expenses for the property during any period in which the property is up for sale

23. Damage Destruction: Condemnation. If 218 Union Street is destroyed, in whole or in part, or if a portion of the property is condemned, the parties shall unanimously determine whether to repair or restore the property damaged or destroyed, or the portion of the property not condemned. In the event the parties determine that 218 Union Street shall not be repaired or restored, the property shall be sold. The proceeds of such sale (together with any insurance proceeds and condemnation award), or, in the case of a total condemnation of 218 Union Street, the condemnation award, shall be distributed to the parties based upon the relative value of each party's unit as determined by appraisal, subject to adjustment for any amounts then owing pursuant to this Agreement, including mortgage debt. Any insurance proceeds or condemnation award for a partial condemnation of the property that are unused after repair and restoration of the property shall be divided, pro-rata, among the parties.

24. Animals. No animals except dogs, domestic cats, fish, and birds inside bird cages may be kept on or about 218 Union Street. No more than one (1) four-legged pet may be kept by a party. Permitted animals shall not be kept, bred, or raised for commercial purposes. Any party can prohibit the keeping of any animal that constitutes a nuisance. All parties who keep pets on the property (i) shall keep such pet under reasonable control at all times, (ii) shall immediately clean up after such pet, (iii) shall be liable to the other parties and all persons for any damage to persons or property proximately caused by such pet, and (iv) shall indemnify and hold harmless the other parties against any and all loss, cost or liability, including attorneys' fees, arising out of claims related to such pet. The provisions of this Section shall be reviewed by the parties six (6) months after the signing of this Agreement, but may only be altered with unanimous approval of the parties.

25. Waiver of Partition. Each party expressly waives the right to obtain judicial partition with respect to the property.

26. Parking. The garage shall not be used for living or business purposes. No party shall park a motor vehicle anywhere on the property other than in that party's parking space. Overflow parking for guests may be accommodated where reasonable and acceptable to other parties currently occupying the premises. Parking spaces may be covered by any party where appropriate to protect the vehicle in the parking space. Improperly parked vehicles may be towed and stored at the owner's expense. Major repair of a motor vehicle is not permitted anywhere on the property. Each party shall keep that party's parking space neat and clean and shall remove any oil, grease or other waste. Each party shall indemnify, defend and hold harmless the other parties against any and all loss, cost or liability including attorneys' fees, arising out of claims related to that party's ownership, maintenance or use of motor vehicles on the property. Any party may rent out that party's assigned parking space, subject to a three day right of first refusal offered to the other parties to rent the space; if more than one party shall exercise such right, the result shall be determined by a coin toss. Parking on the sidewalk in front of 218 Union Street is prohibited. Renting of common areas other than parking spaces assigned in this Agreement is prohibited.

WJ
S. R.
FL
G.V.
Kw

27. Roof Decks. The party with the exclusive right to occupy Unit 7, and the roof deck adjacent thereto (being the lower East roof deck), shall be responsible for any cost for maintenance, construction, permitting, repair or replacement of decking, railing, and roofing or parapets underneath said roof deck and shall indemnify and hold free and harmless each of the other parties and their agents, heirs, successors and assigns, from any and all losses, claims, expenses, demands, damages, costs, liabilities, or causes of action of any kind or character through the assertion by any party or stranger hereto of a claim or claims connected with the existence or use of said roof deck. The parties with the exclusive rights to occupy Units 1-6, inclusive, and the shared right to occupy the remaining roof deck (being the upper West roof deck), shall be responsible for any additional cost for maintenance, repair or replacement of roofing or parapets which is a consequence of the installation or existence of said roof deck, and shall indemnify and hold free and harmless the party with the exclusive right to occupy Unit 7, its agents, heirs, successors and assigns, from any and all losses, claims, expenses, demands, damages, costs, liabilities, or causes of action of any kind or character through the assertion by any party or stranger hereto of a claim or claims connected with the existence or use of said roof deck.

28. Skylight. The party with the exclusive right to occupy Unit 7 shall be responsible for any additional cost for maintenance, repair or replacement of roofing or parapets which is a consequence of the installation or existence of the skylight over Unit 7, and shall indemnify and hold free and harmless each of the other parties and their agents, heirs, successors and assigns, from any and all losses, claims, expenses, demands, damages, costs, liabilities, or causes of action of any kind or character through the assertion by any party or stranger hereto of a claim or claims connected with the existence of the skylight.

29. Nuisance. No party shall use any part of 218 Union Street in a way that unreasonably interferes with the quiet enjoyment of any other party, or which is noxious, illegal, seriously annoying or offensive to a person of reasonable and normal sensitivity. All parties agree to use reasonable efforts to minimize noise and disruption to the other parties. Unless otherwise agreed by all parties in advance, loud noise is prohibited at all times. Loud noise is defined as anything that is disturbing to parties, including but not limited to washer/dryers, kitchen appliances, stereos, televisions, excessive footfalls, and musical instruments. Within ninety (90) days of a written request from any party, each hallway and room, including kitchens and bathrooms, located above or below a room other than the kitchen or bathroom of such adjacent unit, shall be sixty percent (60%) carpeted over padding. There shall be no exterior fires except in barbecue receptacles designed for that purpose. ~~No activity may be carried on that adversely affects insurance coverage or rates on the property. No party shall do or permit anything to be done which is in violation of any municipal code or governmental regulation or which will or may decrease the attractiveness, desirability or value of any part of the property.~~

30. Occupancy Limitations. The maximum number of adult residents permitted in a dwelling unit shall be twice the number of legal bedrooms.

MA
S.A.N.
TFL
C. J.
LAW

31. Separate Property. If any single party shall marry during the term of this Agreement, or enter into a domestic partnership, that party shall obtain from his or her spouse or domestic partner and record a quit-claim deed acknowledging that the party's interest in 218 Union Street remains his or her separate property.

32. Subordination. This Agreement alone shall govern all rights with respect to the use, possession, enjoyment, management and disposition of 218 Union Street.

33. No Partnership. This Agreement is not intended to create a partnership, joint venture or subdivision, but to set forth the terms and conditions upon which each party and subsequent transferees shall hold undivided interests in 218 Union Street, nor shall the use by the parties of a fictitious business name, if any, to refer to their activities infer any such intention. No party hereto or subsequent transferee is authorized to act as agent or on behalf of any other party, to do any act which will be binding on any other party, or to incur any expenditures with respect to the property except as specifically provided in this Agreement.

34. Nonassignability: Binding on Heirs. Because this Agreement contemplates the sharing of a residence as well as the ownership of property, a party's rights and obligations hereunder may not be assigned without the express, written consent of the other parties to this Agreement. This Agreement shall be binding on the heirs and estates of the parties.

35. Integration: Written Modification. This Agreement sets forth the entire agreement of the parties regarding 218 Union Street and supersedes any preexisting oral or written agreements by and between the parties hereto. Any modification, addition, or amendment to this Agreement must be in writing and signed by the parties hereto.

36. Severability. In the event any portion of this Agreement is held to be unenforceable for any reason, the balance of this Agreement shall remain in full force and effect and shall not be affected by the unenforceability of any portion of this Agreement.

37. Applicable Law. This Agreement shall be construed and interpreted according to the laws of the State of California.

38. Negotiation and Drafting. The determination of the terms of, and the drafting of this Agreement has been by mutual agreement after negotiation, with consideration by, and participation of, all of the parties hereto. The presumption found in Civil Code Section 1654, that uncertainties in a contract are interpreted against the party causing the uncertainty to exist, is hereby waived by all parties.

39. Counterparts. This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all of such counterparts shall constitute one and the same instrument.

40. Mediation of Disputes. If a dispute arises out of or relates to this

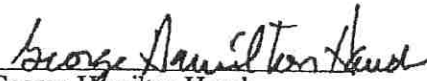
M.H. AN
H.V.
J.W.
K.W.


Agreement or the breach thereof, the parties shall first attempt in good faith to settle the dispute by nonbinding mediation before resorting to court action or binding arbitration. The parties hereby agree to limit admissibility in arbitration or any civil action of anything said, any admission made, and any document prepared, in the course of the mediation, consistent with Evidence Code Section 1152.5. ~~IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATOR(S) OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN SUCH ARBITRATION OR COURT ACTION.~~ This clause shall not Apply if the amount in controversy is within the jurisdictional limits of the Small Claims Court.

41. ARBITRATION OF DISPUTES. ANY CONTROVERSY BETWEEN THE PARTIES REGARDING THE CONSTRUCTION OR APPLICATION OF ANY OF THE TERMS, COVENANTS OR CONDITIONS OF THIS AGREEMENT SHALL ON WRITTEN REQUEST OF ONE PARTY BE SUBMITTED TO BINDING ARBITRATION IN SAN FRANCISCO, CALIFORNIA. AND SUCH ARBITRATION SHALL BE GOVERNED BY CODE OF CIVIL PROCEDURE SECTIONS 1280 THROUGH 1294.2.

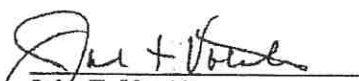
42. Supceding Agreement. This Agreement supercedes the Tenancy-In Common Ownership Agreement entered into among the parties on August 20, 2002.

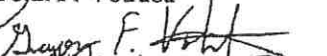
Executed at San Francisco, California this 26th day of April, 2004.

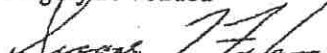

George Hamilton Hauck


Teresa F. Votruba


Kristofer M. Votruba


John F. Votruba


Gregory F. Votruba


Duane L. Frisbie

Handwritten notes:
M.A.
M.P.D.
T.F.V.
G.F.V.
L.V.

EXHIBIT A

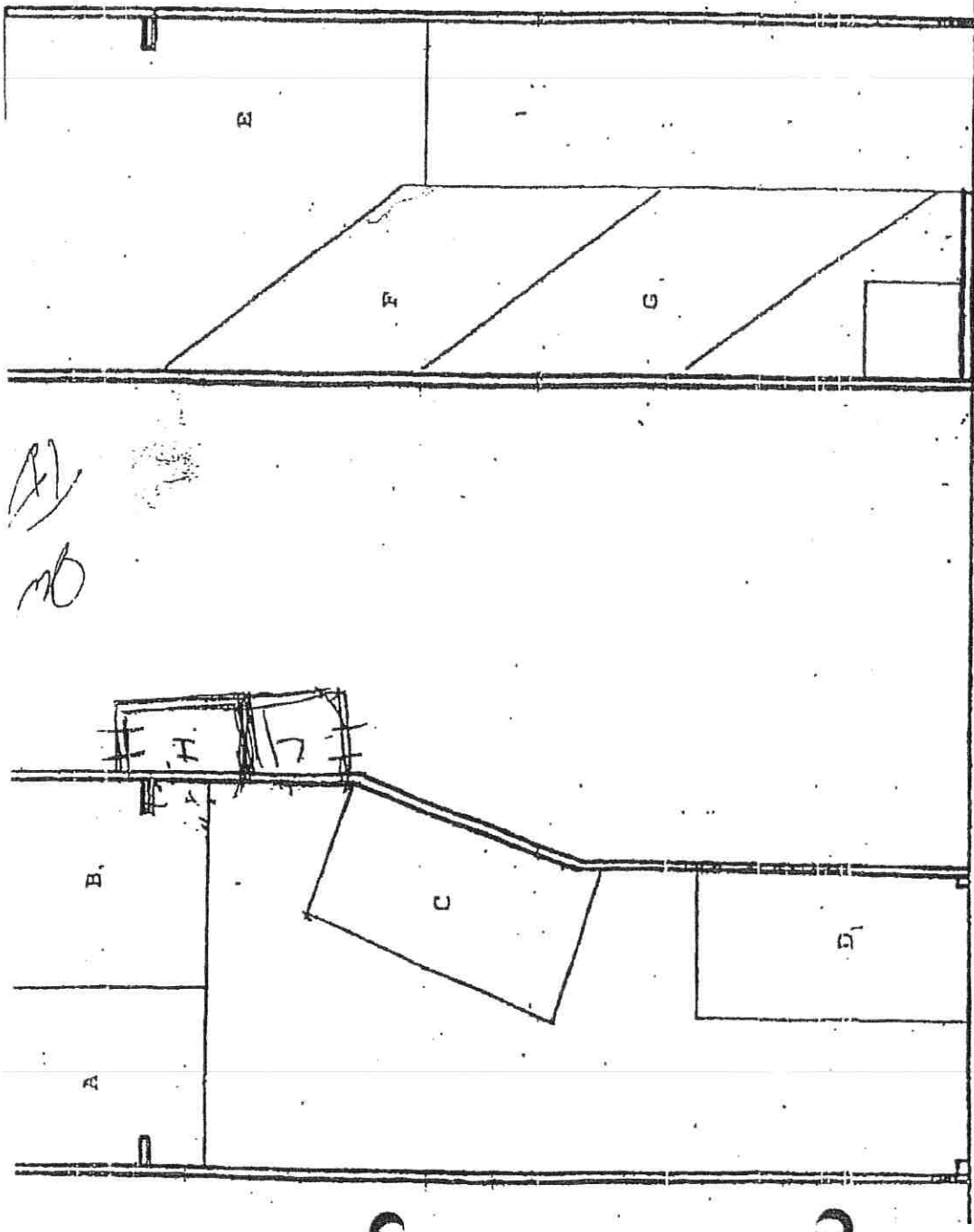
TENANCY-IN-COMMON OWNERSHIP AGREEMENT

Occupancy of the parking spaces and storage units as depicted on the attached drawing shall be as follows:

<u>Owner/Lessor</u>	<u>Parking Space designation</u>	<u>Storage Area</u>
Hauck	F (1 space)	J
Votruba	A (1 space)	H
Votruba	B (1 space)	H
Votruba	C (1 space)	H
Frisbie	G (1 space)	J
Votruba	D (1 space)	H
Votruba	E (2 spaces)	J

J - Storage Area - inside entrance
H - Storage Area - outside entrance

Handwritten signatures and initials:
M.A.
H.D.D.
T.F.L.
E.V.
K.W.



LOWER GARAGE

218 UNION STREET

UPPER GARAGE

Handwritten notes:
M.D.A.
M.H.
M.A.

Handwritten notes:
A
B

A

B

C

D

E

F

G



EXHIBIT B

TENANCY-IN-COMMON OWNERSHIP AGREEMENT

MANAGEMENT TEAM RESPONSIBILITIES

FINANCE MANAGER – Collects all contributions of the Owners and makes all expenditures necessary for the proper operation, maintenance and management of the property. Upon request of any party, provides any accounting information or record. Furnishes the other Owners, on a monthly basis, copies of the current check register and bank statements. In addition, performs other duties specified in this Agreement designated as the responsibility of the Finance Manager. Prepares the Annual Operating Budget, showing projected Income and Expenses, for approval of the Owners. Submits quarterly reports of performance against the approved Budget and, if necessary, recommends mid-year Budget changes to the Owners.

BUILDING MANAGER – Sees to the general up-keep, maintenance and repair of the property, engaging contractors, maintenance workers, repairmen, etc. as necessary to accomplish both regular ongoing needs and deal with unforeseen problems. Payment for such services to be co-ordinated with the Finance Manager.

LOAN/TAX/INSURANCE COORDINATOR – Acts as the TIC Association contact with the property Lender, the City of San Francisco and our Insurance Company. Receives all notices from those entities of payments due and coordinates the timely payment of such obligations.

Handwritten signatures and initials:
M. PA
HTU
S.V.
Sui
Kmk

TIC LOAN ALLOCATION AGREEMENT
218 Union Street, San Francisco

In respect of Owners John F. Votruba and Teresa F. Votruba purchase of a further undivided 18% tenant in common interest in the 218 Union Street TIC, the Washington Mutual Bank Loan (No. 060056328) is agreed to be allocated as follows:

<u>Owner</u>	<u>Loan allocation</u>	<u>% allocation</u>
Unit 1	225,000	14.1067
Unit 2,3,4,6,7	1,200,000	75.2350
Unit 5	<u>170,000</u>	<u>10.6583</u>
	\$1,595,000*	100.0000

*Originating loan of November 19, 2002. As of April 12, 2004 the current principal balance is \$1,557,231.73.

Dated: April 26, 2004

George Hamilton Hauck

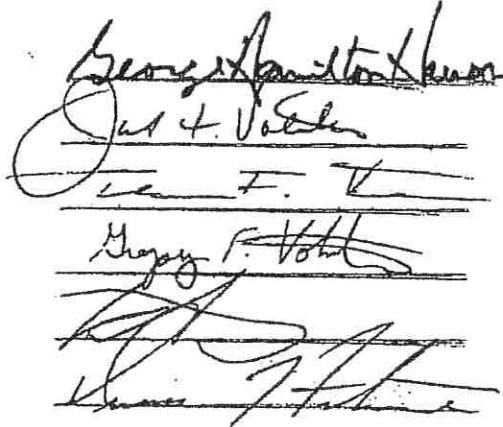
John F. Votruba

Teresa F. Votruba

Gregory F. Votruba

Kristofer M. Votruba

Duane L. Frisbie



AMENDMENT No. 1 to
218 UNION TENANCY-IN-COMMON OWNERSHIP AGREEMENT

This Amendment No. 1, dated December 1, 2004, ("Amendment") modifies the Tenancy-in-Common Ownership Agreement dated April 26, 2004 ("Agreement") entered into by and among George Hamilton Hauck, John F. Votruba and Teresa F. Votruba, Gregory F. Votruba, Kristofer M. Votruba, and Duane L. Frisbie.

On November 30, 2004 John F. Votruba, Teresa F. Votruba, Gregory F. Votruba and Kristofer M. Votruba purchased the fifteen percent (15%) tenancy-in-common ownership interest of George Hamilton Hauck in 218 Union Street, San Francisco, CA; and the parties wish to modify certain provisions of the Agreement to reflect the change in ownership.

Accordingly, the present owners agree as follows:

Section 1. Ownership: In the second line the name "George Hamilton Hauck" is deleted and the names "John F. Votruba and Teresa F. Votruba, Gregory F. Votruba and Kristofer M. Votruba" substituted therefor.

Section 2. Residence, Possession and Control: In respect to Unit 1 the name "George Hamilton Hauck" is deleted and the names "John F. Votruba and Teresa F. Votruba, Gregory F. Votruba and Kristofer M. Votruba" substituted therefor.

Section 4. Debt Service: The existing names and percentages are deleted and the following names and percentages substituted in place thereof:

John F. Votruba and Teresa F. Votruba, Gregory F. Votruba and Kristofer M. Votruba -	<u>89.3417 %</u>
Duane L. Frisbie -	<u>10.6583 %</u>


Section 5. Property Taxes: The existing names and percentages are deleted and the following names and percentages substituted in place thereof:

John F. Votruba and Teresa F. Votruba, Gregory F. Votruba and Kristofer M. Votruba -	<u>90.90 %</u>
Duane L. Frisbie -	<u>9.10 %</u>

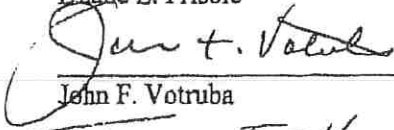
Exhibit A. The name "Hauck" is deleted and the name "Votruba" substituted in place thereof as the Owner/Lessor.

Except as modified herein, all other terms and conditions of the Agreement remain in full force and effect.

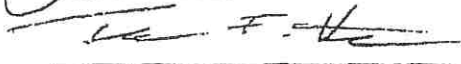
Executed in San Francisco, California on this 4th day of January, 2004.



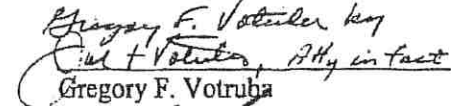
Duane L. Frisbie



John F. Votruba



Teresa F. Votruba



Gregory F. Votruba key
John F. Votruba, Attorney in fact

Gregory F. Votruba



Kristofer M. Votruba

TENANCY-IN-COMMON OWNERSHIP AGREEMENT

ADDENDUM NO. 2

This Agreement is a modification of and amendment to the Tenancy-In-Common Ownership Agreement dated April 26, 2004 pertaining to 218 Union Street, San Francisco, California. This modification and amendment is a second addendum to said ownership agreement, which has been modified and amended in Addendum No. 1.

NOW THEREFORE, in consideration of the mutual promises and covenants set

forth in the aforesaid agreement and in this Addendum No. 2, the parties agree that the sections of the agreement enumerated below shall be amended to read as follows:

11. Capital Improvements. Substantial capital improvements or replacements to common areas of 218 Union Street (those portions of the property not within the confines of one or more of the seven dwelling units contained therein), the cost of which exceeds Four Thousand Dollars (\$4,000.00), shall be made only with the parties' unanimous consent, provided that no party may veto a capital improvement or replacement when reasonably required of any foundation, load bearing wall, roof or common building system, or required to satisfy federal, state, or county building codes or other applicable statutes or regulations. Each party shall pay that party's pro rata share of said costs when due. Improvements, repairs and maintenance to any individual dwelling unit of the property shall be at the sole election and expense of the individual party authorizing the same for that party's assigned dwelling unit, and shall in no way affect the capital accounts of the parties. All work on or about 218 Union Street shall be completed in compliance with applicable housing, building, fire, and safety codes and shall be performed with all necessary permits and inspections. As to capital improvements or replacements to common areas of 218 Union Street the cost of which is less than Four Thousand Dollars (\$4,000.00), a sixty- seven percent (67%) or greater majority vote of the ownership interests shall be sufficient to authorize the same.

24. Animals. No animals except dogs, domestic cats, fish, and birds inside bird cages may be kept on or about 218 Union Street. No more than one (1) four-legged pet may be kept by a party. Permitted animals shall not be kept, bred, or raised for commercial purposes. Any party can prohibit the keeping of any animal that constitutes a nuisance. All parties who keep pets on the property (i) shall keep such pet under reasonable control at all times, (ii) shall immediately clean up after such pet, (iii) shall be liable to the other parties and all persons for any damage to persons or property proximately caused by such pet, and (iv) shall indemnify and hold harmless the other parties against all loss, cost or liability, including attorneys' fees, arising out of claims related to such pet. The provisions of this Section shall be reviewed by the parties six (6) months after the signing of this Agreement, but may be altered only with a sixty-seven percent (67%) or greater majority approval of the ownership interests.

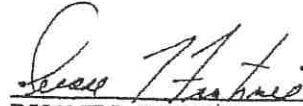
27. Roof Decks. A description of the two roof decks referred to herein may be found in "as built" plans filed and permitted, on or about the year 2004, with the Building Department of the City and County of San Francisco. All parties have approved and/or ratified said plans. The party with the exclusive right to occupy Unit 7, and the roof deck adjacent thereto (being the lower East roof deck), shall be responsible for any cost for maintenance, construction, permitting, repair or replacement of decking, railing, and roofing or parapets underneath said roof deck and shall indemnify and hold free and harmless each of the other parties and their agents, heirs, successors and assigns, from any and all losses, claims, expenses, demands, damages, costs, liabilities, or causes of action of any kind or character through the assertion by any party or stranger hereto of a claim or claims connected with the existence or use of said roof deck. Effective January 1, 2005, all the owners, including the owner with the exclusive right to occupy Unit 7, shall have the shared right to occupy the upper West roof deck. The parties with the exclusive right to occupy Units 1-7, inclusive, shall be responsible for any additional cost for maintenance, repair or replacement of roofing or parapets which is a consequence of the installation or existence of said roof deck. All such costs shall be shared in accordance

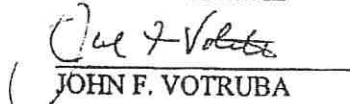
with the percentages of ownership set forth in Section 1, as modified by Addendum No. 1 to the Tenancy-In- Common Ownership Agreement.


29. Nuisance. No party shall use any part of 218 Union Street in a way that unreasonably interferes with the quiet enjoyment of any other party, or which is noxious, illegal, seriously annoying or offensive to a person of reasonable and normal sensitivity. All parties agree to use reasonable efforts to minimize noise and disruption to the other parties. Unless otherwise agreed by all parties in advance, loud noise is prohibited at all times. Loud noise is defined as anything that is disturbing to the parties, including but not limited to washer/dryers, kitchen appliances, stereos, televisions, excessive footfalls, and musical instruments. Within thirty (30) days of a written request from any party, each hallway and room, including kitchens and bathrooms, located above or below a room other than the kitchen or bathroom of such adjacent unit, shall be sixty percent (60%) carpeted over padding. There shall be no exterior fires except in barbecue receptacles designed for that purpose. No activity may be carried on that adversely affects insurance coverage or rates on the property. No party shall do or permit anything to be done which is a violation of any municipal code or governmental regulation or which will or may decrease the attractiveness, desirability or value of any part of the property.

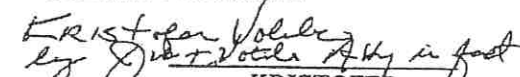
In all respects other than those set forth above, the terms of the Tenancy-In-Common Ownership Agreement dated April 26, 2004 and of Addendum No. 1 thereto are confirmed and, as modified herein, shall remain in full force and effect.

The foregoing Addendum No. 2 to the Tenancy-In-Common Ownership Agreement - 218 Union Street was executed at San Francisco, California on December 27, 2004.


DUANE L. FRISBIE


JOHN F. VOTRUBA


TERESA F. VOTRUBA


KRISTOFER

VOTRUBA


GREGORY VOTRUBA

Exhibit

J

Who May Apply for a Building Permit Application?

Only the property owner or a party designated as the owner's agent may apply for a Building Permit Application. [A letter of agent authorization from the owner must be attached.]

Instructions for Applying:

Please provide the following materials with the Building Permit Application if subject to Neighborhood Notification:

- **150-Foot Map and Mailing List:** See instructions on page 4. Please be aware that the Planning Department will request that a CD-ROM with the mailing list in an excel mail merge format be submitted during the Notice Preparation stage of the process.
- **Authorization:** If the applicant in this case is the authorized agent of the property owner, rather than the owner, a letter signed by the owner and creating or acknowledging that agency must be attached and is included in the Building Permit Application.

- **Drawings:** Please review the Department's "Plan Submittal Guidelines" handout. In all cases a **plot plan** is required, accurately showing full outlines of existing and proposed structures on both the subject property and on immediately adjoining properties, open spaces, driveways, parking areas, trees, and land contours where relevant. **Floor plans** are also required. Significant dimensions should be provided.

Drawings of building **elevations** must be provided in most cases. **Landscaping** should be clearly shown on the plans. A north arrow and scale shall be shown on each plan, and unless an exception is specifically granted by the Zoning Administrator the scale shall be not less than 1" = 20' for plot plans, 1/8" = 1' 0" for floor plans, and 1/4" = 1' 0" for plans showing layout of parking and loading. Please see the Plan Submittal Guidelines for additional information.

- **Photographs:** The application must be accompanied by unmounted photographs, large enough to show the nature of the property and neighborhood context.
- **Pre-Application Requirements.** A Pre-Application Meeting is required for projects that require Section 311/312 Neighborhood Notification and are equal to or greater to any of the physical expansion thresholds listed below. Please visit www.sfplanning.org for the Pre-Application packet, which includes a comprehensive instruction guide and required materials that **must** be submitted along with the

Building Permit Application. Please be aware that a Pre-Application meeting is also required prior to the first Planning entitlement (i.e. Conditional Use Authorization, Variance) subject to Section 311/312 Neighborhood Notification and meeting any of the thresholds listed below.

- New Construction that requires Section 311/312 Notification;
- Any vertical addition of 7 feet or more;
- Any horizontal addition of 10 feet or more;
- Decks that require Section 311 or 312 Notification;
- Section 313, PDR-I-B;
- Community Business Priority Processing Program (CB3P);
- All Formula Retail uses subject to a Conditional Use Authorization.

NOTE: A Pre-Application Meeting is required even if the horizontal addition referenced above does not increase the overall depth of the building or if the vertical addition referenced above does not change the overall building height.

- **CEQA Review:** The California Environmental Quality Act (CEQA) and Chapter 31 of the San Francisco Administrative Code implementing that act may require an Environmental Evaluation before the application may be considered. Please consult the Planning Department staff to determine if an Environmental Evaluation application must be submitted with this application. A separate fee is required for environmental review.
- **Historic Review:** Additional review by a Preservation Planner may be required for buildings that are over 45 years in age or older. Typically, proposals that would require this review are visible from the public right of way and constitute a change from the original design.
- **Fees:** Please refer to the Planning Department Fee Schedule available at www.sfplanning.org or at the PIC located at 1660 Mission Street, First Floor, San Francisco. For questions related to the Fee Schedule, please call the PIC at (415) 558-6377. Fees are determined based on the estimated construction costs. Should the cost of staff time exceed the initial fee paid, an additional fee for time and materials may be billed upon completion of the hearing process or permit approval. Additional fees may also be collected for preparation and recordation of any documents with the San Francisco Assessor-Recorder's office and for monitoring compliance with any conditions of approval.

Exhibit *k*



Exhibit

2



NOTICE OF VIOLATION IN Exhibit A

of the San Francisco Municipal Codes Regarding Unsafe, Substandard or Noncomplying Structure or Land or Occupancy

DEPARTMENT OF BUILDING INSPECTION

City and County of San Francisco
1660 Mission St. • San Francisco, CA 94103 - 2414

- FIRST NOTICE
 SECOND NOTICE
 OTHER: _____

COMPLAINT NUMBER

201031519

ADDRESS 280 UNION ST

DATE 5/2/10

OCCUPANCY / USE R.3

BLOCK 0106 LOT 065

CONST. TYPE S

STORIES 3 BASEMENT

If checked, this information is based upon site observation only. Further research may indicate that legal use is different. If so, a revised Notice of Violation will be issued.

OWNER / AGENT _____

PHONE # _____

MAILING ADDRESS _____

CITY _____

ZIP _____

PERSON CONTACTED @ SITE _____

PHONE # _____

VIOLATION DESCRIPTION:

<input checked="" type="checkbox"/> WORK WITHOUT PERMIT (SFBC 103A);	<input type="checkbox"/> ADDITIONAL WORK-PERMIT REQUIRED (SFBC 106A.4.7);
<input type="checkbox"/> EXPIRED PERMIT (SFBC 106A.4.4);	<input type="checkbox"/> CANCELLED PERMIT (SFBC 106A.3.7) PA# _____;
<input type="checkbox"/> UNSAFE BUILDING (SFBC 102A);	<input type="checkbox"/> SEE ATTACHMENTS
CODE / SECTION #	
<u>A Complaint Has Been Filed With This Department</u>	
<u>Regarding Property Line Windows On Top Floor Of</u>	
<u>Building At East Elevation Upon Examination</u>	
<u>Of Plans Approves Under PA# 8601702 The Property</u>	
<u>Line Windows Were Deleted Due A Site Inspection</u>	
<u>Show A Property Line Window Installed Mechanical</u>	
<u>Vent Opening On Property Line (East)</u>	

BC Building Code HC - Housing Code PC - Plumbing Code EC - Electrical Code MC - Mechanical Code

CORRECTIVE ACTION:

STOP ALL WORK SFBC 104A.2.4

FILE BUILDING PERMIT APPLICATION WITHIN 30 DAYS WITH PLANS) A Copy of This Notice Must Accompany the Permit Application.

OBTAIN PERMIT WITHIN 60 DAYS AND COMPLETE ALL WORK WITHIN 90 DAYS, INCLUDING FINAL INSPECTION AND SIGNOFF.

CORRECT VIOLATIONS WITHIN _____ DAYS. NO PERMIT REQUIRED.

YOU FAILED TO COMPLY WITH THE NOTICE(S) DATED _____, THEREFORE THIS DEPT. HAS INITIATED ABATEMENT PROCEEDINGS.

FAILURE TO COMPLY WITH THIS NOTICE WILL CAUSE ABATEMENT PROCEEDINGS TO BEGIN. SEE REVERSE SIDE FOR ADDITIONAL WARNINGS.

OBTAIN BUILDING PERMIT TO LEGALIZE OR REMOVE PROPERTY
LINE WINDOWS INSTALLED WITHOUT PERMIT CLOSE MECHANICAL
VENT OPENING AT EAST ELEVATION

INVESTIGATION FEE OR OTHER FEE WILL APPLY See reverse side for further explanation

- 9x Permit Fee (Work w/o Permit after 9/1/60) 2x Permit Fee (Work Exceeding Scope of Permit)
 Other _____ Reinspection Fee \$ _____ No penalty (Work w/o permit prior to 9/1/60)

APPROX. DATE OF WORK W/O PERMIT _____ VALUE OF WORK PERFORMED WITHOUT PERMITS _____

BY ORDER OF THE DIRECTOR, DEPARTMENT OF BUILDING INSPECTION

CONTACT INSPECTOR DUFFY

(Inspector - Print Name)

OFFICE HOURS 7:30 TO 8:30 AM AND 3 TO 4 PM

PHONE # 558 6120

By: (Inspector's Signature) [Signature] DISTRICT # _____

CC: DCP EID PID BID HIS CED PRS DAD SFFD DPH PS

- Building Inspection Division
3rd Floor, 1660 Mission St. 558-6091
- Housing Inspection Services
6th Floor, 1660 Mission St. 558-6221
- Electrical Inspection Division
3rd Floor, 1660 Mission St. 558-603
- Plumbing Inspection Division
3rd Floor, 1660 Mission St. 558-605
- Code Enforcement Division
3rd Floor, 1660 Mission St. 558-645

Exhibit

M



SAN FRANCISCO PLANNING DEPARTMENT

Historic Preservation Commission Motion No. 0096

HEARING DATE: JANUARY 19, 2011

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Filing Date: October 13, 2010
Case No.: **2010.0934A**
Project Address: **280 Union Street**
Historic Landmark: Telegraph Hill Historic District
Zoning: RH-3 (Residential, House, Three-Family)
40-X Height and Bulk District
Block/Lot: 0106/065
Applicant: Tony Pantaleoni
Kotas/Pantaleoni Architects
70 Zoe Street, Suite 200
San Francisco, CA 94107
Staff Contact Pilar LaValley - (415) 575-9084
pilar.lavalley@sfgov.org
Reviewed By Tim Frye - (415) 575-6822
tim.frye@sfgov.org

ADOPTING FINDINGS FOR A CERTIFICATE OF APPROPRIATENESS FOR PROPOSED WORK DETERMINED TO BE APPROPRIATE FOR AND CONSISTENT WITH THE PURPOSES OF ARTICLE 10, TO MEET THE STANDARDS OF ARTICLE 10 AND TO MEET THE SECRETARY OF INTERIOR'S STANDARDS FOR REHABILITATION, FOR THE PROPERTY LOCATED ON LOT 065 IN ASSESSOR'S BLOCK 0106, WITHIN AN RH-3 (RESIDENTIAL, HOUSE, THREE-FAMILY) ZONING DISTRICT, 40-X HEIGHT AND BULK DISTRICT, AND TELEGRAPH HILL HISTORIC DISTRICT.

PREAMBLE

WHEREAS, on October 13, 2010, Tony Pantaleoni of Kotas/Pantaleoni Architects ("Project Sponsor") filed an application with the San Francisco Planning Department ("Department") for a Certificate of Appropriateness to legalize existing property line windows located on the third floor of the east elevation at the subject building located on Lot 065 in Assessor's Block 0106 within the Telegraph Hill Historic District.

WHEREAS, the Project was determined by the Department to be categorically exempt from the California Environmental Quality Act ("CEQA") as a Class 1 categorical exemption. The Historic Preservation Commission (hereinafter "Commission") has reviewed and concurs with said determination.

WHEREAS, on January 19, 2011, the Commission conducted a duly noticed public hearing on the current project, Case No. 2010.0934A ("Project") for its appropriateness.

WHEREAS, in reviewing the Application, the Commission has had available for its review and consideration case reports, plans, and other materials pertaining to the Project contained in the Department's case files, has reviewed and heard testimony and received materials from interested parties during the public hearing on the Project.

MOVED, that the Commission hereby grants the Certificate of Appropriateness, in conformance with the architectural plans dated September 8, 2010, and labeled Exhibit A on file in the docket for Case No. 2010.0934A based on the following findings:

FINDINGS

Having reviewed all the materials identified in the recitals above and having heard oral testimony and arguments, this Commission finds, concludes, and determines as follows:

1. The above recitals are accurate and also constitute findings of the Commission.
2. Findings pursuant to Article 10:

The Historical Preservation Commission has determined that the proposed work is compatible with the character of the Telegraph Hill Historic District as described in the designation report dated August 21, 1986.

- That the proposed work respects the character-defining features within the Telegraph Hill Historic District; and
- That the essential form and integrity of the historic district would be unimpaired if the proposed improvements were removed at a future date.
- The proposed project meets the following *Secretary of the Interior's Standards for Rehabilitation*:

Standard 9.

New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

Standard 10.

New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

3. **General Plan Compliance.** The proposed Certificate of Appropriateness is, on balance, consistent with the following Objectives and Policies of the General Plan:

I. URBAN DESIGN ELEMENT

THE URBAN DESIGN ELEMENT CONCERNS THE PHYSICAL CHARACTER AND ORDER OF THE CITY, AND THE RELATIONSHIP BETWEEN PEOPLE AND THEIR ENVIRONMENT.

GOALS

The Urban Design Element is concerned both with development and with preservation. It is a concerted effort to recognize the positive attributes of the city, to enhance and conserve those attributes, and to improve the living environment where it is less than satisfactory. The Plan is a definition of quality, a definition based upon human needs.

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

OBJECTIVE 2

CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

POLICY 2.4

Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

POLICY 2.5

Use care in remodeling of older buildings, in order to enhance rather than weaken the original character of such buildings.

POLICY 2.7

Recognize and protect outstanding and unique areas that contribute in an extraordinary degree to San Francisco's visual form and character.

The goal of a Certificate of Appropriateness is to provide additional oversight for buildings and districts that are architecturally or culturally significant to the City in order to protect the qualities that are associated with that significance.

The proposed project qualifies for a Certificate of Appropriateness and therefore furthers these policies and objectives by maintaining and preserving the character-defining features of the Telegraph Hill Historic District for the future enjoyment and education of San Francisco residents and visitors.

4. The proposed project is generally consistent with the eight General Plan priority policies set forth in Section 101.1 in that:

- A) The existing neighborhood-serving retail uses will be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses will be enhanced:

The proposed project is for the restoration of a residential property and will not have any impact on neighborhood serving retail uses.

- B) The existing housing and neighborhood character will be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods:

The proposed project will strengthen neighborhood character by respecting the character-defining features of the landmark in conformance with the Secretary of the Interior's Standards.

- C) The City's supply of affordable housing will be preserved and enhanced:

The project will not reduce the affordable housing supply as the existing ten units at the property are uninhabitable.

- D) The commuter traffic will not impede MUNI transit service or overburden our streets or neighborhood parking:

The proposed project will not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood parking. It will provide sufficient off-street parking for the proposed units.

- E) A diverse economic base will be maintained by protecting our industrial and service sectors from displacement due to commercial office development. And future opportunities for resident employment and ownership in these sectors will be enhanced:

The proposed will not have any impact on industrial and service sector jobs.

- F) The City will achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

Preparedness against injury and loss of life in an earthquake is improved by the proposed work. The work will eliminate unsafe conditions at the site and all construction will be executed in compliance with all applicable construction and safety measures.

- G) That landmark and historic buildings will be preserved:

The proposed project is in conformance with Article 10 of the Planning Code and the Secretary of the Interior's Standards.

- H) Parks and open space and their access to sunlight and vistas will be protected from development:

The proposed project will not impact the access to sunlight or vistas for the parks and open space.

5. For these reasons, the proposal overall, is appropriate for and consistent with the purposes of Article 10, meets the standards of Article 10, and the *Secretary of Interior's Standards for Rehabilitation*, General Plan and Prop M findings of the Planning Code.

DECISION

That based upon the Record, the submissions by the Applicant, the staff of the Department and other interested parties, the oral testimony presented to this Commission at the public hearings, and all other written materials submitted by all parties, the Commission hereby **GRANTS a Certificate of Appropriateness** for the property located at Lot 065 in Assessor's Block 0106 for proposed work in conformance with the architectural plans dated September 8, 2010 and labeled Exhibit A on file in the docket for Case No. 2010.0934A.

APPEAL AND EFFECTIVE DATE OF MOTION: The Commission's decision on a Certificate of Appropriateness shall be final unless appealed within thirty (30) days. Any appeal shall be made to the Board of Appeals, unless the proposed project requires Board of Supervisors approval or is appealed to the Board of Supervisors as a conditional use, in which case any appeal shall be made to the Board of Supervisors (see Charter Section 4.135).

Duration of this Certificate of Appropriateness: This Certificate of Appropriateness is issued pursuant to Article 10 of the Planning Code and is valid for a period of three (3) years from the effective date of approval by the Historic Preservation Commission. The authorization and right vested by virtue of this action shall be deemed void and canceled if, within 3 years of the date of this Motion, a site permit or building permit for the Project has not been secured by Project Sponsor.

THIS IS NOT A PERMIT TO COMMENCE ANY WORK OR CHANGE OF OCCUPANCY UNLESS NO BUILDING PERMIT IS REQUIRED. PERMITS FROM THE DEPARTMENT OF BUILDING INSPECTION (and any other appropriate agencies) MUST BE SECURED BEFORE WORK IS STARTED OR OCCUPANCY IS CHANGED.

I hereby certify that the Historical Preservation Commission ADOPTED the foregoing Motion on January 19, 2011.

Linda D. Avery
Commission Secretary

AYES: Commissioners Buckley, Chase, Damkroger, Hasz, Martinez, Matsuda, and Wolfram

NAYS: None

ABSENT: None

ADOPTED: January 19, 2011

Exhibit

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City and County of San Francisco

Home Permit Services Plan Review Inspection Services Most Requested Other Services About Us

Home » Most Requested <="">

Permits, Complaints and Boiler PTO Inquiry



COMPLAINT DATA SHEET

Complaint Number: 201031519

Owner/Agent:	OWNER DATA SUPPRESSED	Date Filed:	01/21/2010
Owner's Phone:	--	Location:	280 UNION ST
Contact Name:		Block:	0106
Contact Phone:	--	Lot:	065
Complainant:	COMPLAINANT DATA SUPPRESSED	Site:	
		Rating:	
		Occupancy Code:	
		Received By:	Czarina Moreno
Complainant's Phone:		Division:	BID
Complaint Source:	TELEPHONE		
Assigned to Division:	BID		
Description:	An illegal lot line windows and rotting wood siding and an illegal dryer vent. See attached email dtd 1/19/10.		

Instructions:

INSPECTOR INFORMATION

DIVISION	INSPECTOR	ID	DISTRICT	PRIORITY
BID	DUFFY	1100		

REFERRAL INFORMATION

COMPLAINT STATUS AND COMMENTS

DATE	TYPE	DIV	INSPECTOR	STATUS	COMMENT
01/21/10	CASE OPENED	BID	Duffy	CASE RECEIVED	
01/22/10	CONST WORK NO PERMIT	BID	Duffy	CASE UPDATE	ordered microfilm
05/20/10	CONST WORK NO PERMIT	BID	Duffy	FIRST NOV SENT	
06/28/10	CONST WORK NO PERMIT	CES	Duffy	CASE CONTINUED	Met with new owners and explained the procedure of obtaining a building permit
12/03/10	CONST WORK NO PERMIT	CES	Duffy	CASE CONTINUED	Permit filed
03/21/11	CONST WORK NO PERMIT	BID	Duffy	CASE ABATED	Ok to abate - PA #201009080424 finalized on 3/21/11 to legalize windows.

COMPLAINT ACTION BY DIVISION

NOV (HIS): NOV (BID): 05/20/10

Inspector Contact Information

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

Technical Support for Online Services

If you need help or have a question about this service, please visit our [FAQ area](#).

Exhibit

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City and County of San Francisco

- Home
- Permit Services
- Plan Review
- Inspection Services
- Most Requested
- Other Services
- About Us

Home » Most Requested <>

Online Permit and Complaint Tracking



Permit Details Report

Report Date: 7/29/2011 2:18:00 AM

Application Number: 201009080424
 Form Number: 8
 Address(es): 0106 /065 /0 280 UNION ST
 Description: COMPLY W/N.O.V.#201031519 - LEGALIZE EXISTING 3/4 HR FIRE RATED WINDOWS W/QUICK-RESPONSE TYPE SPRINKLER HEAD. CLOSE UP ANY VENTS ON THE PROPERTY LINE.
 Cost: \$5,000.00
 Occupancy Code: R-2
 Building Use: 24 - APARTMENTS

Disposition / Stage:

Action Date	Stage	Comments
9/8/2010	TRIAGE	
9/8/2010	FILING	
9/8/2010	FILED	
3/17/2011	APPROVED	
3/17/2011	ISSUED	
3/21/2011	COMPLETE	Final Inspection/Approved

Contact Details:

Contractor Details:

License Number: OWN
 Name: OWNER OWNER
 Company Name: OWNER
 Address: OWNER * OWNER CA 00000-0000
 Phone:

Addenda Details:

Description:

Step	Station	Arrive	Start	In Hold	Out Hold	Finish	Checked By	Hold Description
1	BID-INSP	9/8/10	9/8/10			9/8/10	DUFFY JOSEPH	
2	HIS	9/8/10	9/8/10			9/8/10		MARIANNA P.
3	INTAKE	9/8/10	9/8/10			9/8/10	YIP JANET	
4	CP-ZOC	2/15/11	2/15/11			2/15/11	LAVALLEY PILAR	
5	BLDG	3/9/11	3/9/11			3/9/11	PANG DAVID	
6	MECH	3/1/11	3/1/11			3/1/11	ZHAN JAMES	
7	SFFD	3/9/11	3/9/11			3/9/11	HAYES JANICE	
8	CPB	3/17/11	3/17/11			3/17/11	GREEN EMILIE	

This permit has been issued. For information pertaining to this permit, please call 415-558-6096.

Appointments:

Appointment Date	Appointment AM/PM	Appointment Code	Appointment Type	Description	Time Slots
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3/21/2011	AM	IS	Inspector Scheduled	FINAL INSPECT/APPRVD	1
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Inspections:

Activity Date	Inspector	Inspection Description	Inspection Status
3/21/2011	Donal Duffy	FINAL INSPECT/APPRVD	FINAL INSPECT/APPRVD

Special Inspections:

Addenda No.	Completed Date	Inspected By	Inspection Code	Description	Remarks
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For information, or to schedule an inspection, call 558-6570 between 8:30 am and 3:00 pm.

Statewide Code Development and Phase Numbers

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

Technical Support for Online Services

If you need help or have a question about this service, please visit our [FAQ area](#).

Exhibit

P

CH-130

Civil Harassment Restraining Order After Hearing

Clerk stamps date here when form is filed.

FILED San Francisco County Superior Court JUN 17 2013 CLERK OF THE COURT BY: [Signature] Deputy Clerk

Person in (1) must complete items (1), (2), and (3) only.

1 Protected Person

a. Your Full Name: Dr. Bushra Kukur (Mrs) Your Lawyer (if you have one for this case): Name: George G. Benetatos State Bar No.: 54986 Firm Name: Law office of George G. Benetatos

b. Your Address (if you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. You do not have to give telephone, fax, or e-mail.):

Address: 235 Montgomery Street, Suite 600 City: San Francisco State: CA Zip: 94104 Telephone: 415 233 2296 Fax: 415 986 4001 E-Mail Address: benetatos@law.com

Fill in court name and street address:

Superior Court of California, County of SAN FRANCISCO 400 McAllister Street San Francisco, CA 94102

Court fills in case number when form is filed.

Case Number: CH-15-577000

2 Restrained Person

Full Name: Teresa Kotruba Description:

Sex: [] M [] F Height: Weight: 5'3 Date of Birth: Hair Color: Brown/Grey Eye Color: BROWN Age: 67 Race: white Home Address (if known): 218 Union Street City: San Francisco State: CA Zip: 94133 Relationship to Protected Person: Neighbor

3 Additional Protected Persons

In addition to the person named in (1), the following family or household members of that person are protected by the orders indicated below:

Table with columns: Full Name, Sex, Age, Lives with you?, How are they related to you? Includes checkboxes for Yes/No.

Check here if there are additional persons. List them on an attached sheet of paper and write "Attachment 3-- Additional Protected Persons" as a title. You may use Form MC-025, Attachment.

4 Expiration Date

This Order, except for any award of lawyer's fees, expires at:

Time: 9:00 [] a.m. [] p.m. [] midnight on (date): June 17, 2017

If no expiration date is written here, this Order expires three years from the date of issuance.

This is a Court Order.

5 Hearing

- a. There was a hearing on (date): June 18, 2014 at (time): 9:00am in Dept.: 514 Room: _____
(Name of judicial officer): HON. CHARLES CROMPTON made the orders at the hearing.
- b. These people were at the hearing:
 - (1) The person in ① (3) The lawyer for the person in ① (name): George G. Benefa
 - (2) The person in ② (4) The lawyer for the person in ② (name): Steve Hammond
 - Additional persons present are listed at the end of this Order on Attachment 5.
- c. The hearing is continued. The parties must return to court on (date): _____ at (time): _____.

To the Person in ②:

The court has granted the orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

6 Personal Conduct Orders

- a. You must not do the following things to the person named in ①
 - and to the other protected persons listed in ③:
 - (1) Harass, intimidate, molest, attack, strike, stalk, threaten, assault (sexually or otherwise), hit, abuse, destroy personal property of, or disturb the peace of the person.
 - (2) Contact the person, either directly or indirectly, in any way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by interoffice mail, by e-mail, by text message, by fax, or by other electronic means.
 - (3) Take any action to obtain the person's address or location. If this item (3) is not checked, the court has found good cause not to make this order.
 - (4) Other (specify): _____
 - Other personal conduct orders are attached at the end of this Order on Attachment 6a(4).
- b. Peaceful written contact through a lawyer or process server or other person for service of legal papers related to a court case is allowed and does not violate this Order.

7 Stay-Away Orders

- a. You must stay at least 50 yards away from (check all that apply):
 - (1) The person in ① (7) The place of child care of the children of the person in ①
 - (2) Each person in ③
 - (3) The home of the person in ① (8) The vehicle of the person in ①
 - (4) The job or workplace of the person in ① (9) Other (specify): The 50 yard stay-away order does not apply when Mrs. Votava is in or about her home provided it otherwise complies with the personal conduct order P 6
 - (5) The school of the person in ①
 - (6) The school of the children of the person in ①

This is a Court Order.

Civil Harassment Restraining Order After Hearing
(CLETS-CHO)
(Civil Harassment Prevention)

b. This stay-away order does not prevent you from going to or from your home or place of employment.

8) No Guns or Other Firearms and Ammunition

- a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.
- b. If you have not already done so, you must:
- Within 24 hours of being served with this Order, sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms in your immediate possession or control.
 - File a receipt with the court within 48 hours of receiving this Order that proves that your guns or firearms have been turned in, sold, or stored. (You may use Form CH-800, Proof of Firearms Turned In, Sold, or Stored for the receipt.)
- c. The court has received information that you own or possess a firearm.

9) Lawyer's Fees and Costs

The person in 2 must pay to the person in 1 the following amounts for: *within 120 days*

- a. Lawyer's fees b. Costs

Item	Amount	Item	Amount
<u>Filing</u>	\$ <u>450</u>	<u>addl Filing fee</u>	\$ <u>30</u>
<u>check</u>	\$ <u>40</u>		\$

Additional items and amounts are attached at the end of this Order on Attachment 9.

Total \$520.00

10) Other Orders (specify):

Mrs Vetruba shall remove any items attached to or otherwise touching Ms Kahn's (No. 1) real property including the living room, bedroom, and bath windows and window sills.

Additional orders are attached at the end of this Order on Attachment 10.

To the Person in 1:

11) Mandatory Entry of Order Into CARPOS Through CLETS

This Order must be entered into the California Restraining and Protective Order System (CARPOS) through the California Law Enforcement Telecommunications System (CLETS). (Check one):

- a. The clerk will enter this Order and its proof-of-service form into CARPOS.
- b. The clerk will transmit this Order and its proof-of-service form to a law enforcement agency to be entered into CARPOS.
- c. By the close of business on the date that this Order is made, the person in **1** or his or her lawyer should deliver a copy of the Order and its proof-of-service form to the law enforcement agency listed below to enter into CARPOS:

Name of Law Enforcement Agency	Address (City, State, Zip)
<u>San Francisco Police Dept.</u>	<u>850 Bryant Street, Room 575</u>
<u>Legal Division</u>	<u>San Francisco, CA 94103</u>

Additional law enforcement agencies are listed at the end of this Order on Attachment 11.

This is a Court Order.



12 Service of Order on Restrained Person

- a. The person in 2 personally attended the hearing; *appeared through her attorney who received a copy of the order.* No other proof of service is needed.
- b. The person in 2 did not attend the hearing.
- (1) Proof of service of Form CH-110, *Temporary Restraining Order*, was presented to the court. The judge's orders in this form are the same as in Form CH-110 except for the expiration date. The person in 2 must be served with this Order. Service may be by mail.
- (2) The judge's orders in this form are different from the temporary restraining orders in Form CH-110. Someone—but not anyone in 1 or 3—must personally serve a copy of this Order on the person in 2.

13 No Fee to Serve (Notify) Restrained Person

The sheriff or marshal will serve this Order without charge because:

- a. The Order is based on unlawful violence, a credible threat of violence, or stalking.
- b. The person in 1 is entitled to a fee waiver.

14 Number of pages attached to this Order, if any: _____

Date: 6.17.15

[Signature]
Judicial Officer HON. CHARLES CROMPTON

Warning and Notice to the Restrained Person in 2:

You Cannot Have Guns or Firearms

You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, or ammunition while this Order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms that you have or control as stated in item 8 above. The court will require you to prove that you did so.

Instructions for Law Enforcement:

Enforcing the Restraining Order

This Order is enforceable by any law enforcement agency that has received the Order, is shown a copy of the Order, or has verified its existence on the California Restraining and Protective Order System (CARPOS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency must advise the restrained person of the terms of the Order and then must enforce it. Violations of this Order are subject to criminal penalties.

This is a Court Order.

Start Date and End Date of Orders

This Order *starts* on the date next to the judge's signature on page 4 and *ends* on the expiration date in item ④ on page 1.

Arrest Required If Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed it, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6. Agencies are encouraged to enter violation messages into CARPOS.

Notice/Proof of Service

The law enforcement agency must first determine if the restrained person had notice of the order. Consider the restrained person "served" (given notice) if (Pen. Code, § 836(c)(2)):

- The officer sees a copy of the *Proof of Service* or confirms that the *Proof of Service* is on file; or
- The restrained person was at the restraining order hearing or was informed of the order by an officer.

An officer can obtain information about the contents of the order and proof of service in CARPOS. If proof of service on the restrained person cannot be verified and the restrained person was not present at the court hearing, the agency must advise the restrained person of the terms of the order and then enforce it.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, this Order remains in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, § 13710(b).)

Conflicting Orders—Priorities of Enforcement

If more than one restraining order has been issued, the orders must be enforced according to the following priorities: (See Pen. Code, § 136.2, Fam. Code, §§ 6383(h)(2), 6405(b).)

1. *EPO*: If one of the orders is an *Emergency Protective Order* (form EPO-001) and is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Clerk's Certificate
[seal]

(Clerk will fill out this part.)

—Clerk's Certificate—

I certify that this *Civil Harassment Restraining Order After Hearing* is a true and correct copy of the original on file in the court.

Date: 10-4-17 Clerk, by CLERK OF THE COURT, Deputy

This is a Court Order.

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 IN AND FOR THE COUNTY OF SAN FRANCISCO
3 BEFORE THE HONORABLE CHARLES CROMPTON, JUDGE PRESIDING
4 DEPARTMENT 514

5 ---000---

FILE COPY

6 DR. BUSHRA KHAN)

7 PETITIONER,)

COURT NO. CCH-15-577000

8 VS.)

9 TERESA VOTRUBA,)

10 RESPONDENT.)

11
12 REPORTER'S TRANSCRIPT OF PROCEEDINGS

13 WEDNESDAY, JUNE 17, 2015

14
15
16
17 A P P E A R A N C E S:

18 FOR THE PETITIONER:

GEORGE BENETATOS
ATTORNEY AT LAW

19
20
21 FOR THE RESPONDENT:

STEVEN HAMMOND
ATTORNEY AT LAW

1 IS LAWFULLY AT HER OWN RESIDENCE, SHE MAY HAVE ACCESS TO ENTER
2 AND EXIT HER RESIDENCE, AND OTHERWISE BE IN AND ABOUT HER
3 RESIDENCE PROVIDED THAT SHE OTHERWISE COMPLIES WITH THIS ORDER.

4 SHE MUST NOT OWN, POSSESS, HAVE, BUY, TRY TO BUY, GET, TRY
5 TO GET GUNS OR AMMUNITION. IF SHE HAS ANY, SHE MUST DISPOSE OF
6 THEM WITHIN 24 HOURS.

10:20:22

7 SO, THAT WILL BE THE ORDER OF THE COURT. PLEASE REMAIN,
8 MS. KAHN, SO YOU CAN GET A COPY OF IT. OKAY.

9 **MR. BENETATOS:** YOUR HONOR, AS A POINT OF CLARIFICATION,
10 DOES THE ORDER INCLUDE -- AND PERHAPS THIS IS UNFAIR QUESTION.
11 I'M NOT SURE, BUT BETTER ASK IT RATHER THAN REMAIN.

10:20:36

12 **THE COURT:** NO UNFAIR QUESTIONS. PLEASE.

13 **MR. BENETATOS:** OKAY. THAT MRS. VOTRUBA DISMANTLE AND TAKE
14 DOWN THE ITEMS THAT ARE BLOCKING THE WINDOWS. THERE ARE ITEMS
15 ON THE WINDOWS, ITEMS LEANING ON THE WINDOWS, AS WELL AS THE
16 OTHER ITEMS THAT SHE HAS, SO-CALLED PLANTS AND SO FORTH, AND
17 THEY'RE ALL PART OF THIS HARASSMENT.

10:20:53

18 **THE COURT:** I AGREE. THEY APPEAR TO BE VIOLATIONS OF THE
19 ORDER AS IT'S NOW PHRASED. SO, YES, THEY HAVE TO BE TAKEN OUT.

20 **MR. BENETATOS:** THANK YOU VERY MUCH, YOUR HONOR.

10:21:10

21 AND ONE FINAL QUESTION THAT WE WOULD ASK FOR COSTS THAT HAVE
22 INCURRED HERE. THERE HAVE BEEN A \$450 FILING FEE, A \$40
23 SHERIFF'S FEE, AND THERE IS ANOTHER \$30 FILING FEE FOR A TOTAL
24 OF \$520. WOULD THE COURT PLEASE INCLUDE THAT IN THE AWARD?

25 **THE COURT:** GRANTED.

10:21:28

26 **MR. BENETATOS:** THANK YOU.

27 **MR. HAMMOND:** THANK YOU, YOUR HONOR.

28 (WHEREUPON, PROCEEDING WAS CONCLUDED.)

Exhibit

Q

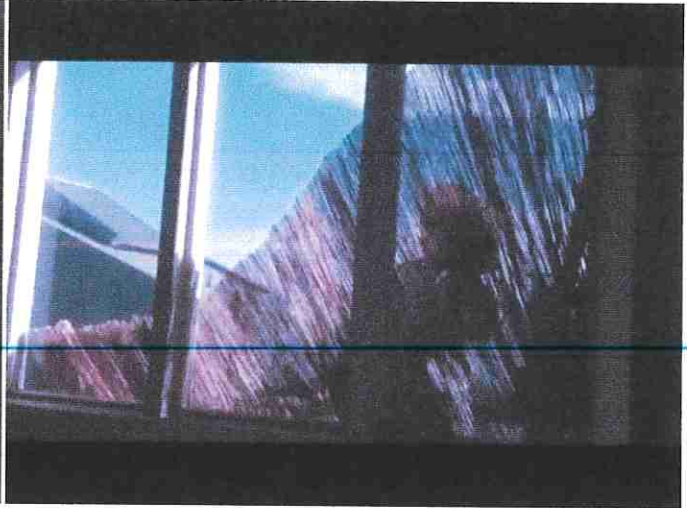


11

Exhibit 1 - Photos of my blocked bedroom windows (small sample)



March 31st 2013 Blocked and Shrubs placed in front of window



Dec 3rd 2013 Mrs Votruba fixing straw matting to cover window



Dec 12th 2013 Sign fixed to window



Feb 6th 2014...Building materials with comments placed against window



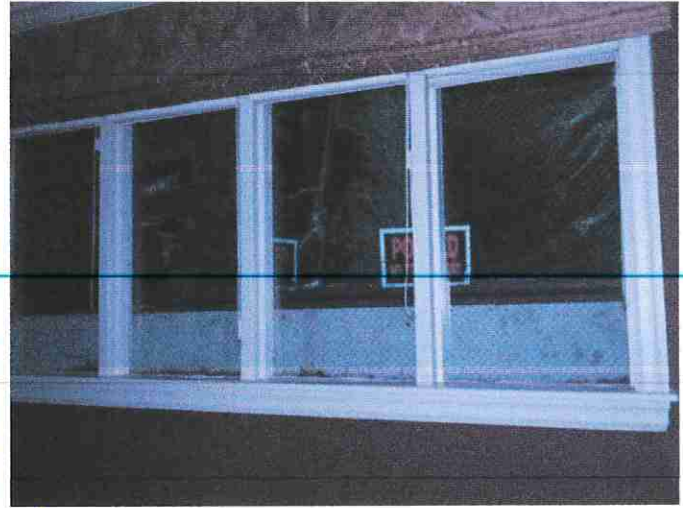
Oct 21st 2014 Netting, large pots of plants and poster installed



March 31st 2015 Trellis installed in front of window

Exhibit 2 Photos of my blocked living and bathroom windows(small sample)

Living room window



Dec 17th 2014 Sign added and attached to window

March 4th 2015 Black Plastic sheeting covering window



May 25 2015 Black Plastic sheeting and other rubbish placed against living room window

Bathroom Window



March 4th 2015 Bathroom window covered with blue plastic sheet fixed to outside window
Windows in both bathrooms were blocked forcing me to use artificial light

Exhibit 3 - Mrs Votruba on April 1 2015, Blocking my bedroom window with more objects including several posters trellis

Stills from video clips will be available at the hearing



Mrs Votruba fixing poster to window



Mrs Votruba fixing signs to window



Mrs Votruba Re-arranging posters



Mrs Votruba Re-arranging posters



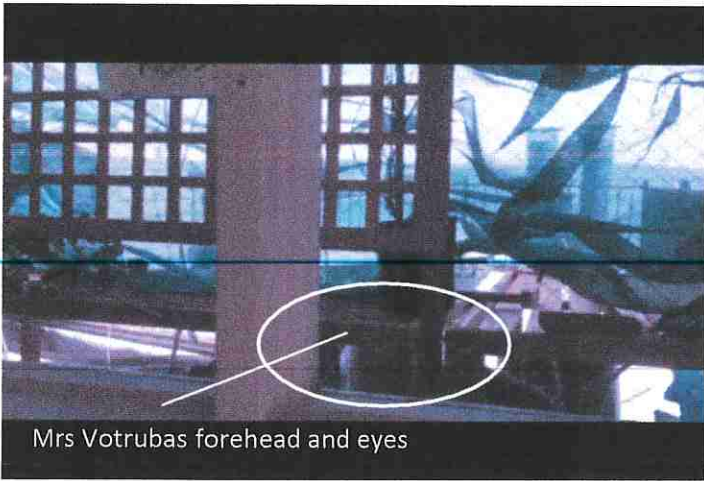
Mrs Votruba pushing trellis in front of window



Mrs Votruba pushing trellis against window

Exhibit 4 Photos of Mrs Votruba on April 1st, 2015 Peering through the bedroom window while hiding behind trellis and taking video and still pictures of me in my bedroom

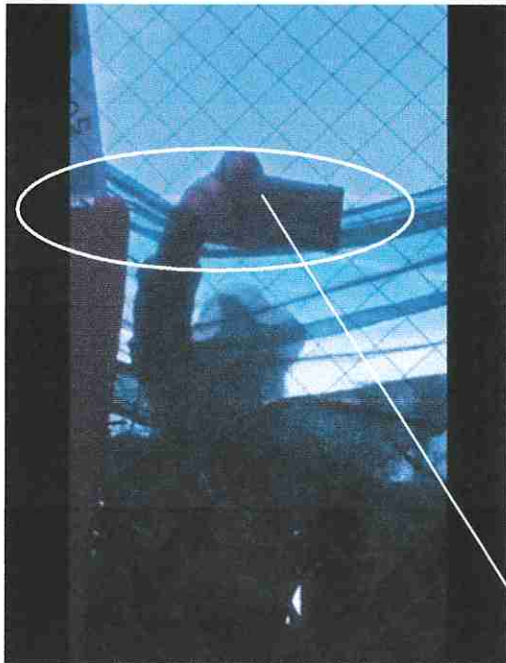
Stills from video clips will be available at the hearing



Mrs Votruba peering through the bedroom windows while hiding behind the trellis.



Mrs Votruba taking picture of me in my bedroom hiding behind the trellis Her hand and camera directly on my window



April 1st 2015 Mrs Votruba taking photo thru my bedroom



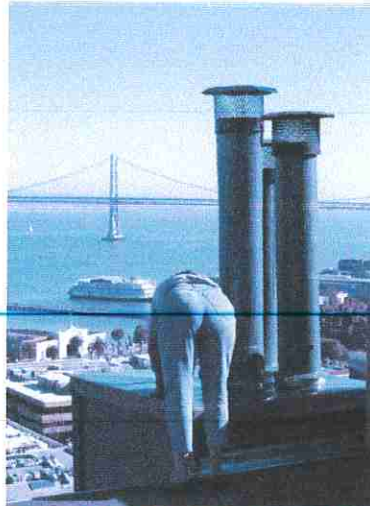
April 1st 2015 Mrs Votruba filming me in my bedroom

Mrs Votruba camera

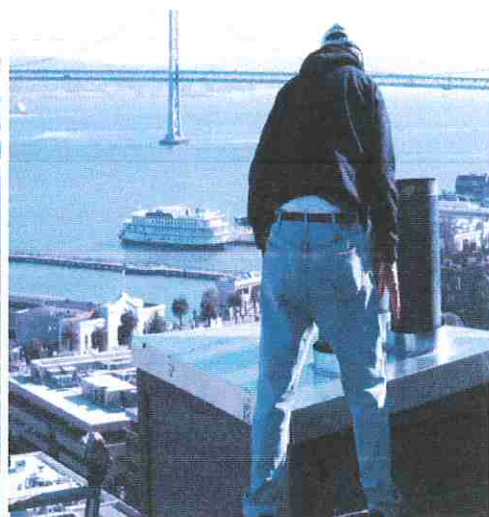
Exhibit 5 Trespassing and damage to my property



Dec 18 2013 Mrs Votruba on my roof without permission



Dec 21st 2013 Mrs Votruba on my roof without permission



Dec 20th 2014 Mrs Votruba's contractors on my roof without permission.
When question – they said that Mrs Votruba had told them that they had permission



Living room Window cracked by Votrubas nailing boards to window nailing boards to the windows

Water damaged to the living room window sills caused by Mrs Votruba

Exhibit R

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO - MINUTES

People of the State of California vs TERESA VOTRUBA

Present

SC # 000000	Assistant DA of Record SHEILA JOHNSON	<input checked="" type="checkbox"/> Present	Attorney of Record MICHAEL CARDOZA	<input checked="" type="checkbox"/> Present
<input type="checkbox"/> Interpreter Language	Clerk CHERYL O SEBASTIAN		Judge ROSS C MOODY	

Reporter
DIANA CHEN #11312

Cause on Calendar for Hearing

Defendant Status: SURE

Defendant has retained MICHAEL CARDOZA, Esq.

Count	Code	Section	Degree	MC #	Plea	Finding
001	PC	647 (J) 1/M		02499966	NG	
002	PC	166 (A) 4/M		02499966	NG	

Cause on calendar: DEJ DISCUSSIONS.

DEFERD ENTRY OF JDGMNT; DEF ENTS NO CONTEST PLEA & REFRD TO DIVERSN

Defendant's motion to withdraw not guilty plea is granted. Defendant is advised of and personally waives his/her constitutional rights, including the consequences of conviction if he or she is not a citizen. Defendant pleads guilty to count(s) 1 AND 2.

Court makes factual findings and accepts the guilty plea(s).

COURT ORDERS CRIMINAL PROCEEDINGS SUSPENDED.

TERMS OF THE 1 YEAR DEJ ARE NO NEW ARRESTS AND NO VIOLATIONS OF THE STAYAWAY ORDER. CASE WILL BE DISMISSED IN 1 YEAR.

Defendant waives right to be sentenced by judge who took plea/verdict.

The case is continued for: STATUS OF DEJ.

DAW IF POSITIVE

Defendant agrees that failure to complete the diversion program will result in the imposition of the following proposed sentence.

ISS; PROB 2Y; CTS; FINES AND FEES; STAY AWAY ORDER

Cause is ordered continued to 08/29/2018 at 09:00 in Department M17 for Hearing.

Cause is ordered continued to 02/21/2018 at 09:00 in Department M17 for Hearing.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO - MINUTES

People of the State of California vs TERESA VOTRUBA

Present

SC #
000000

Assistant DA of Record
SHEILA JOHNSON

Present

Attorney of Record
MICHAEL CARDOZA

Present

Interpreter Language

Clerk
SONYA R LUCAS HARRIS

Judge
EDWARD A. TORPOCO

Reporter
ANN DELGADO CSR #11185

Cause on Calendar for Hearing

Defendant Status: SURE

Defendant has retained MICHAEL CARDOZA, Esq.

Special appearance by COLIN JONES, DA for the Assistant DA of Record.

Special appearance by JYOTI REKHI, Esq. for the Attorney of Record.

Count	Code	Section	Degree	MC #	Plea	Finding
001	PC	647 (J) 1/M		02499966	NG	
002	PC	166 (A) 4/M		02499966	NG	

Cause on calendar: DEJ DISPO.

Return to Dept 17 for further discussions of DEJ

The case is continued for: DEJ.

Defendant ordered to appear.

Cause is ordered continued to 08/29/2017 at 09:00 in Department M17 for Hearing.

03

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO - MINUTES

People of the State of California vs TERESA VOTRUBA

Present

SC #
000000

Assistant DA of Record
SHEILA JOHNSON

Present

Attorney of Record
MICHAEL CARDOZA

Present

Interpreter Language

Clerk
BRYAN WONG

Judge
ROSS C MOODY

Reporter
DIANA CHEN #11312

Cause on Calendar for Pretrial

Defendant Status: SURE

Defendant has retained MICHAEL CARDOZA, Esq.

Special appearance by JYOTI REKHI, Esq. for the Attorney of Record.

Count	Code	Section	Degree	MC #	Plea	Finding
001	PC	647(J) 1/M		02499966	NG	
002	PC	166(A) 4/M		02499966	NG	

Cause on calendar: PRETRIAL CONFERENCE.

The cause is ordered transferred, to be heard before Judge Edward Torpoco, Superior Court, Department 14: forthwith for ENTRY OF DEJ.

47

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS:
MAILING ADDRESS:
CITY AND ZIP CODE:
BRANCH NAME:

COPY

FOR COURT USE ONLY

FILED
San Francisco County Superior Court

JUN 15 2017

CLERK OF THE COURT
BY: [Signature] Deputy Clerk

PEOPLE OF THE STATE OF CALIFORNIA
vs.
DEFENDANT: Teresa Votruba

CRIMINAL PROTECTIVE ORDER—OTHER THAN DOMESTIC VIOLENCE
(CLETS - CPO) (Pen. Code, §§ 136.2, 136.2(i)(1), and 646.9(k))

- ORDER UNDER PENAL CODE, § 136.2
- MODIFICATION

ORDER UNDER:

- PENAL CODE, § 136.2(i)(1)
- PENAL CODE, § 646.9(k)

CASE NUMBER:
2499966

PERSON TO BE RESTRAINED (complete name):

Sex: M F Ht.: 5'4 Wt.: 160 Hair color: Brn Eye color: Unk. Race: [Redacted]

1. This proceeding was heard on (date): 6/15/17 at (time): 9:00am in Dept.: 17 Room:
2. This order expires on (date): . If no date is listed, this order expires three years from date of issuance.
3. Defendant was personally served with a copy of this order at the court hearing, and no additional proof of service of this order is required.
4. FULL NAME, AGE, AND GENDER OF EACH PROTECTED PERSON:
Bushra Begum Khan; Female
5. The court has information that the defendant owns or has a firearm or ammunition, or both.
- GOOD CAUSE APPEARING, THE COURT ORDERS THAT THE ABOVE-NAMED DEFENDANT
6. must not harass, strike, threaten, assault (sexually or otherwise), follow, stalk, molest, destroy or damage personal or real property, disturb the peace, keep under surveillance, or block movements of the protected persons named above.
7. must not own, possess, buy or try to buy, receive or try to receive, or otherwise obtain a firearm or ammunition. The defendant must surrender to local law enforcement, or sell to or store with a licensed gun dealer any firearm owned by the defendant or subject to his or her immediate possession or control within 24 hours after service of this order and must file a receipt with the court showing compliance with this order within 48 hours of receiving this order.
 The court has made the necessary findings and applies the firearm relinquishment exemption under Code Civ. Proc., § 527.9(f). The defendant is not required to relinquish this firearm (specify make, model, and serial number of firearm):
8. must not attempt to or actually prevent or dissuade any victim or witness from attending a hearing or testifying or making a report to any law enforcement agency or person.
9. must take no action to obtain the addresses or locations of protected persons or their family members, caretakers, or guardian unless good cause exists otherwise. The court finds good cause not to make the order in item 9.
10. must be placed on electronic monitoring for (specify length of time): . (Not to exceed one year from the date of this order. Pen. Code, § 136.2(a)(1)(G)(iv), and Pen. Code, § 136.2(i)(2).)
11. must have no personal, electronic, telephonic, or written contact with the protected persons named above.
12. must have no contact with the protected persons named above through a third party, except an attorney of record.
13. must not come within 10 yards of the protected persons named above.
14. may have peaceful contact with the protected persons named above, as an exception to the "no-contact" or "stay-away" provision in item 11, 12, or 13 of this order, only for the safe exchange of children and court-ordered visitation as stated in:
 - a. the Family, Juvenile, or Probate court order in case number: issued on (date):
 - b. any Family, Juvenile, or Probate court order issued after the date this order is signed.
15. The protected persons may record any prohibited communications made by the restrained person.
16. Other orders including stay-away orders from specific locations:

Executed on: 6/15/17 (DATE) [Signature] (SIGNATURE OF JUDICIAL OFFICER) Department/Division: 17

SUPERIOR COURT OF CALIFORNIA, COUNTY OF
STREET ADDRESS:
MAILING ADDRESS:
CITY AND ZIP CODE:
BRANCH NAME:

COPY

FOR COURT USE ONLY

FILED
San Francisco County Superior Court

JUN 15 2017

CLERK OF THE COURT
BY: [Signature]
Deputy Clerk

PEOPLE OF THE STATE OF CALIFORNIA

vs.

DEFENDANT: Teresa Votruba

CRIMINAL PROTECTIVE ORDER—OTHER THAN DOMESTIC VIOLENCE
(CLETS - CPO) (Pen. Code, §§ 136.2, 136.2(i)(1), and 646.9(k))

- ORDER UNDER PENAL CODE, § 136.2
- MODIFICATION

ORDER UNDER:

- PENAL CODE, § 136.2(i)(1)
- PENAL CODE, § 646.9(k)

CASE NUMBER:

2499966

PERSON TO BE RESTRAINED (complete name):

Sex: M F Ht.: 5'4 Wt.: 160 Hair color: Brn Eye color: Unk. Race: [Redacted]

1. This proceeding was heard on (date): 6/15/17 at (time): 9:00am in Dept. [Redacted] by judicial officer (name):
 2. This order expires on (date): . If no date is listed, this order expires three years from date of issuance.
 3. Defendant was personally served with a copy of this order at the court hearing, and no additional proof of service of this order is required.
 4. FULL NAME, AGE, AND GENDER OF EACH PROTECTED PERSON:
Bushra Begum Khan, Female
 5. The court has information that the defendant owns or has a firearm or ammunition, or both.
- GOOD CAUSE APPEARING, THE COURT ORDERS THAT THE ABOVE-NAMED DEFENDANT
6. must not harass, strike, threaten, assault (sexually or otherwise), follow, stalk, molest, destroy or damage personal or real property, disturb the peace, keep under surveillance, or block movements of the protected persons named above.
 7. must not own, possess, buy or try to buy, receive or try to receive, or otherwise obtain a firearm or ammunition. The defendant must surrender to local law enforcement, or sell to or store with a licensed gun dealer any firearm owned by the defendant or subject to his or her immediate possession or control within 24 hours after service of this order and must file a receipt with the court showing compliance with this order within 48 hours of receiving this order.
 The court has made the necessary findings and applies the firearm relinquishment exemption under Code Civ. Proc., § 527.9(f). The defendant is not required to relinquish this firearm (specify make, model, and serial number of firearm):
 8. must not attempt to or actually prevent or dissuade any victim or witness from attending a hearing or testifying or making a report to any law enforcement agency or person.
 9. must take no action to obtain the addresses or locations of protected persons or their family members, caretakers, or guardian unless good cause exists otherwise. The court finds good cause not to make the order in item 9.
 10. must be placed on electronic monitoring for (specify length of time): . (Not to exceed one year from the date of this order. Pen. Code, § 136.2(a)(1)(G)(iv), and Pen. Code, § 136.2(i)(2).)
 11. must have no personal, electronic, telephonic, or written contact with the protected persons named above.
 12. must have no contact with the protected persons named above through a third party, except an attorney of record.
 13. must not come within 10 yards of the protected persons named above.
 14. may have peaceful contact with the protected persons named above, as an exception to the "no-contact" or "stay-away" provision in item 11, 12, or 13 of this order, only for the safe exchange of children and court-ordered visitation as stated in:
 - a. the Family, Juvenile, or Probate court order in case number: issued on (date):
 - b. any Family, Juvenile, or Probate court order issued after the date this order is signed.
 15. The protected persons may record any prohibited communications made by the restrained person.
 16. Other orders including stay-away orders from specific locations:

Executed on:

6/15/17

(DATE)

[Signature]

(SIGNATURE OF JUDICIAL OFFICER)

Department/Division:

17

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO - MINUTES

People of the State of California vs **TERESA VOTRUBA**

Present

SC #
000000

Assistant DA of Record
SHEILA JOHNSON Present

Attorney of Record
MICHAEL CARDOZA Present

Interpreter Language

Clerk
CHERYL O SEBASTIAN

Judge
ROSS C MOODY

Reporter
GINA KESSLER CSR #8136

Cause on Calendar for Pretrial

Defendant Status: SURE

Defendant has retained **MICHAEL CARDOZA, Esq.**

~~Special appearance by **GABRIELLA JARVIS, DA** for the Assistant DA of Record.~~

Count	Code	Section	Degree	MC #	Plea	Finding
001	PC	647 (J) 1/M		02499966	NG	
002	PC	166 (A) 4/M		02499966	NG	

Cause on calendar: PRETRIAL.

Case is continued for hearing on same.

Defendant's appearance is waived for the next appearance.

The defendant shall not threaten, molest, or have written, telephone, personal or third party contact with **BUSHRA BEGUM KHAN**.

Stay away order signed and filed in open Court.

Cause is ordered continued to 08/17/2017 at 09:00 in Department M17 for Pretrial.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO - MINUTES

People of the State of California vs TERESA VOTRUBA Present

SC # 000000 Assistant DA of Record BLAIR PICKUS Present Attorney of Record MICHAEL CARDOZA Present

Interpreter Language Clerk BRYAN WONG Judge SAMUEL K. FENG

Reporter DENISE DOUCETTE CSR #5963

Cause on Calendar for Pretrial Defendant Status: SURE

Defendant has retained MICHAEL CARDOZA, Esq.

Special appearance by TANISHA GOOCH, DA for the Assistant DA of Record.

Special appearance by JACQUELINE FAGERLIN, Esq. for the Attorney of Record.

Count	Code	Section	Degree	MC #	Plea	Finding
001	PC	647 (J) 1/M		02499966	NG	
002	PC	166 (A) 4/M		02499966	NG	

Cause on calendar: PRETRIAL CONFERENCE.

For today's proceedings, the defendant's appearance is waived.

Case is continued for hearing on same.

The Court orders defendant present through counsel.

Cause is ordered continued to 06/15/2017 at 09:00 in Department M17 for Pretrial.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA
VS.

COURT NO. 2499966

Votruba

DEFENDANT

GENERAL APPEARANCE BY COUNSEL

The undersigned, an attorney at law, hereby appears in the above entitled matter on behalf of the defendant.

Signature: J. Fagerlin Date: 5/3/17

Print Name: Jacqueline Fagerlin Bar No: 187732

Address: 1407 Oakland Blvd. Suite 200, Walk of West

Tel. No.: 925-274-2900 Pager No.: _____ Fax No.: _____

NOTE: The procedure set forth in Section 284 and 285 of the Code of Civil Procedure for change of attorneys applies to criminal as well as civil actions.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO - MINUTES

People of the State of California vs **TERESA VOTRUBA** Present

SC # Assistant DA of Record **BLAIR PICKUS** Present Attorney of Record **MICHAEL CARDOZA** Present

Language Clerk **BRYAN WONG** Judge **ROSS C MOODY**

Re: **CRIMINAL CASES #9176**

Cause on Calendar for Pretrial **Defendant Status: SURE**

Defendant has retained **MICHAEL CARDOZA, Esq.**

Code	Section	Degree	MC #	Plea	Finding
PC	647(J) 1/M		02499966	NG	
PC	166(A) 4/M		02499966	NG	

Cause on calendar: **PRETRIAL.**

- Cause's proceedings, the defendant's appearance is waived.
- Cause continued for hearing on same.
- Defendant's appearance is waived for the next appearance.

Cause is ordered continued to 05/03/2017 at 09:00 in Department M17 for Pretrial.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO - MINUTES

People of the State of California vs TERESA VOTRUBA

Present

SC #
000000

Assistant DA of Record

Present

Attorney of Record

MICHAEL CARDOZA

Present

Interpreter Language

Clerk

ERICA ESPINOZA

Judge

BRENDAN CONROY

Reporter

ANN MENDOZA #6812

Cause on Calendar for Arralgnment

Defendant Status: SURE

Defendant has retained MICHAEL CARDOZA, Esq.

Special appearance by DANE REINSTEDT, DA for the Assistant DA of Record.

Count	Code	Section	Degree	MC #	Plea	Finding
001	PC	647(J) 1/M		02499966	NG	
002	PC	166(A) 4/M		02499966	NG	

Cause on calendar: ARRAIGNMENT.

Defendant waives formal reading of the complaint and advisement of rights.

Not guilty plea(s) as to each count and denial of any and all allegation(s) entered.

Defendant enters a general time waiver.

The case is continued for: pretrial conference.

Defendant's appearance is waived for the next appearance.

Cause is ordered continued to 03/21/2017 at 09:00 in Department M17 for Pretrial.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA

COURT NO. 2499966

VS.

T. Jotumba

DEFENDANT

GENERAL APPEARANCE BY COUNSEL

The undersigned, an attorney at law, hereby appears in the above entitled matter on behalf of the defendant.

Signature:

[Handwritten Signature]

Date:

12/27/16

Print Name:

Michael Ardoza

Bar No:

52264

Address:

1220 Oakland Blvd Ste 200

Tel. No.:

(925) 274-2900

Pager No.:

4158237334

Fax No.:

(925) 274-2900

NOTE: The procedure set forth in Section 284 and 285 of the Code of Civil Procedure for change of attorneys applies to criminal as well as civil actions.

2
NAME OF COMPLAINANT: SERGEANT HENRY WOO #1556

SUPERIOR COURT CITY AND COUNTY OF SAN FRANCISCO

WARRANT

THE PEOPLE
vs.
TERESA VOTRUBA

STATE OF CALIFORNIA
City and County of San Francisco

To the Honorable Superior Court of the City and County of San Francisco:

I, the undersigned Police Officer, do hereby make this my return to this warrant, and do hereby certify that I have executed and served this warrant by arresting the within named defendant this _____ day of _____, 20____, who at the time of arrest declares his/her true name to be _____ and I do hereby bring said defendant before the Honorable Superior Court as commanded in this warrant.

Police Officer of the City and County of San Francisco

SERVED

DATE DEC 21 2016

OFFICER PRADO #100

BAILED BOOK

WARRANT OF ARREST

In the Superior Court of California
City and County of San Francisco

770337

The People of the State of California to any Peace Officer of this State:

Complaint upon oath having this day been laid before me that the offense of **Misdemeanor**, to wit:

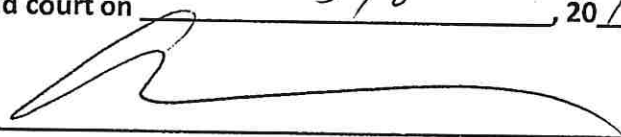
Violating Section **647(j)(1)** of the Penal Code, a **Misdemeanor**; **166(a)(4)** of the Penal Code, a **Misdemeanor** has been committed and accusing **TERESA VOTRUBA** thereof, you are therefore commanded forthwith to arrest the above named defendant and bring same before the Superior Court in the City and County of San Francisco, California, at the Hall of Justice, 850 Bryant Street, San Francisco, California.

020909000
#10

The defendant is to be admitted to bail in the sum of \$ \$10,000.

This warrant may be served day or night.

Witness my hand and the seal of said court on 5/10, 2016.



Judge of the Superior Court, City and County of San Francisco
CHARLES CROMPTON

RETURN THIS WARRANT TO CLERK OF THE SUPERIOR COURT ROOM 101, HALL OF JUSTICE



George Gascón, SB#182345
District Attorney
San Francisco District Attorney's Office
850 Bryant Street, 3rd Floor
San Francisco, CA 94103
Telephone: (415) 553-1752

FILED
San Francisco County Superior Court

DEC 22 2013

ATTORNEYS FOR THE PEOPLE

CLERK OF THE COURT
BY: Michelle Slagter
Deputy Clerk

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA
Plaintiff,

v.

TERESA VOTRUBA
Defendant(s).

MISDEMEANOR COMPLAINT
ARREST WARRANT

CASE NUMBER:

2499999

The Undersigned, being sworn says, on information and belief, that:

COUNT: I

The said defendant, TERESA VOTRUBA, did in the City and County of San Francisco, State of California, on or about the **4th day of February, 2016**, commit the crime of PEEKING, to wit: Violating Section **647(j)(1)** of the California Penal Code, a Misdemeanor, in that the said defendant did willfully and unlawfully look through a hole and opening into and views, by means of any instrumentality including, but not limited to, a periscope, telescope, binoculars, camera, motion picture camera, and camcorder, the interior of a bathroom, changing room, fitting room, dressing room, tanning booth, and the interior of any area in which the occupant has a reasonable expectation of privacy, with the intent to invade the privacy of a person(s) inside to wit, BUSHRA KHAN.

COUNT: II

The said defendant, TERESA VOTRUBA, did in the City and County of San Francisco, State of California, on or about the **15th day of February, 2016**, commit the crime of CONTEMPT OF COURT ORDER, to wit: Violating Section **166(a)(4)** of the Penal Code, a Misdemeanor, in that the said defendant did willfully and unlawfully commit contempt of court by willful disobedience of a process and order lawfully issued by a court, to wit: CIVIL RESTRAINING ORDER ISSUED IN SAN FRANCISCO SUPERIOR COURT CASE# CCH-15-577000.

Pursuant to Penal Code sections 1054 through 1054.7, the People request that, within fifteen (15) days, the defendant and/or his/her attorney disclose: (A) the names and addresses of persons, other than the defendant, he/she intends to call as witnesses at trial, together with any relevant written or recorded statements of those persons, or reports of the statements; of those persons including any reports or statements of experts made in connection with the case, and including the results of physical or mental examinations, scientific tests, experiments, or comparisons which the defendant intends to offer in evidence at the trial; (B) Any real evidence which the defendant intends to offer in evidence at the trial. This request is a continuing request, to cover not only all such material currently in existence, but all material which comes into existence to the conclusion of this case.

MARSY'S LAW

Information contained in the reports being distributed as discovery in this case may contain confidential information protected by Marsy's Law and the amendments to the California Constitution Section 28. Any victim(s) in any above referenced charge(s) is entitled to be free from intimidation, harassment, and abuse. It is unlawful for defendant(s), defense counsel, and any other person acting on behalf of the defendant(s) to use any information contained in the reports to locate or harass any victim(s) or the victim(s)'s family or to disclose any information that is otherwise privileged and confidential by law. Additionally, it is a misdemeanor violation of California Penal Code § 1054.2(a)(3) to disclose the address and telephone number of a victim or witness to a defendant, defendant's family member or anyone else. Note exceptions in California Penal Code § 1054.2(a)(2).

AFFIDAVIT ATTACHED HERETO AND INCORPORATED HEREIN SETS FORTH THE UNDERLYING FACTS ESTABLISHING PROBABLE CAUSE FOR THE ARREST OF THE DEFENDANT NAMED IN THIS COMPLAINT.

I state, declare, verify and certify under the penalty of perjury that the foregoing is true and correct. Executed in San Francisco, California on May 5, 2016.

mo



SERGEANT HENRY WOO #1556

George Gascón, SB#182345
District Attorney
San Francisco District Attorney's Office
850 Bryant Street, 3rd Floor
San Francisco, CA 94103
Telephone: (415) 553-1752

FILED
San Francisco County Superior Court

DEC 22 2013

ATTORNEYS FOR THE PEOPLE

CLERK OF THE COURT
BY: Michelle Lopez
Deputy Clerk

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA
Plaintiff,

v.

TERESA VOTRUBA
Defendant(s).

MISDEMEANOR COMPLAINT
ARREST WARRANT

CASE NUMBER:

2499966

The Undersigned, being sworn says, on information and belief, that:

COUNT: I

The said defendant, TERESA VOTRUBA, did in the City and County of San Francisco, State of California, on or about the **4th day of February, 2016**, commit the crime of PEEKING, to wit: Violating Section **647(j)(1)** of the California Penal Code, a Misdemeanor, in that the said defendant did willfully and unlawfully look through a hole and opening into and views, by means of any instrumentality including, but not limited to, a periscope, telescope, binoculars, camera, motion picture camera, and camcorder, the interior of a bathroom, changing room, fitting room, dressing room, tanning booth, and the interior of any area in which the occupant has a reasonable expectation of privacy, with the intent to invade the privacy of a person(s) inside to wit, BUSHRA KHAN.

COUNT: II

The said defendant, TERESA VOTRUBA, did in the City and County of San Francisco, State of California, on or about the **15th day of February, 2016**, commit the crime of CONTEMPT OF COURT ORDER, to wit: Violating Section **166(a)(4)** of the Penal Code, a Misdemeanor, in that the said defendant did willfully and unlawfully commit contempt of court by willful disobedience of a process and order lawfully issued by a court, to wit: CIVIL RESTRAINING ORDER ISSUED IN SAN FRANCISCO SUPERIOR COURT CASE# CCH-15-577000.

Report Type: Initial

INCIDENT REPORT

160178943

INCIDENT	Incident Number	160-178-943	Occurrence From Date / Time	08/04/2015 08:00	Occurrence To Date / Time	03/01/2016 10:00	Reported Date / Time	03/01/2016 09:52	CAD Number	160610978
	Type of Incident VIOLATION OF RESTRAINING ORDER 15161									
	Location of Occurrence			At Intersection with/Premise Type				District		
	280 UNION ST			HOUSE				CENTRAL		
	Confidential Report?	Arrest Made?	Suspect Known?	Suspect Unknown?	Non-Suspect Incident?	Domestic Violence?	(Type of Weapon Used)		Reporting Unit	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			3A14A		
Location Sent / On View			At Intersection with				Reporting District			
280 UNION ST							CENTRAL			
How Cleared?	Reported to Bureau	Name	Star	Date/ Time	Elder Victim	Gang Related?	Juvenile Subject?	Prejudice Based?		
0					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

160178943

OFFICER	I declare under penalty of perjury, this report of <u>3</u> pages is true and correct, based on my personal knowledge, or is based on information and belief following an investigation of the events and parties involved									
	PROP 115 CERTIFIED		5 Year/Post							
	Reporting Officer	Star	Station	Watch	Date					
	LOVRIN, JARED A	2235	Central Station	0600-1600	03/01/16 15:01					
	Reviewing Officer	Star	Station	Watch	Date					
PANINA DOMINIC R	517	Central Station	0600-1600	03/01/16 15:11						
OIC	Star	Station	Watch	Date						
PANINA, DOMINIC R	517	Central Station	0600-1600	03/01/16 15:11						
Related Case	Related Case	Re-assigned to		Assigned to			Assigned by			
-	-	Copies to 3A300 3*300		3A300			DP 517			

VICTIM	Code	Name (Last, First Middle)	Alias	Email															
	RV 1	KHAN BUSHRA BEGUM		BUSHRA_MAIL@HOTMAIL.COM															
	Day Phone	Type	Home Address	City	State	Zip Code													
	[REDACTED]		280 UNION ST	SAN FRANCISCO	CA	94133-													
			Work Address	City	State	Zip Code													
	DOB	Unk	or age between and	Race	Sex	Height	Weight	Hair Color	Eye Color	ID Type	Jurisd	ID No							
				A	F														
Confidential Person	Violent Crime Notification	293 PC Notification	Star	Follow-up Form	Statement	Relationship to Subject													
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		YES	<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NEIGHBOR											
School (if Juvenile)	Injury/Treatment	Other Information/If Interpreter Needed Specify Language																	

WITNESS	Code	Name (Last, First Middle)	Alias	Email															
	RW 1	CHOY, CLINTON		[REDACTED]															
	Day Phone	Type	Home Address	City	State	Zip Code													
	[REDACTED]	Home	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]													
	Night Phone	Type	Work Address	City	State	Zip Code													
	DOB / Age	DOB	Unk	or age between and	Race	Sex	Height	Weight	Hair Color	Eye Color	ID Type	Jurisd	ID No						
Confidential Person	Violent Crime Notification	293 PC Notification	Star	Follow-up Form	Statement	Relationship to Subject													
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	NEIGHBOR											
School (if Juvenile)	Injury/Treatment	Other Information/If Interpreter Needed Specify Language																	

Report Type: Initial

160178943

S U S P E C T	Code S 1	Name (Last, First Middle) VONTRUBA, TERESA			Alias			Email			
	Day Phone	Type	Home Address			City		State	Zip Code		
	Night Phone	Type	Work Address			City		State	Zip Code		
	DOB Unknown <input type="checkbox"/>	Date of Birth	Age	or age between and		Race	Sex	Height	Weight	Hair Color	Eye Color
	SFNO	J/D# (if Juvi)	ID Type/Jurisdiction/Number			ID Type/Jurisdiction/Number		ID Type/Jurisdiction/Number			
	Booking Charge(s)					Booking Location					
	Warrant #	Court#	Action#	Dept#		Enroute to					
	Warrant Violation(s)							Bail (\$)			
	Citation#	Violation(s)			Appear Date/time		Location of Appearance				
	<input type="checkbox"/> CA Form Booked Copy Attached	Mirandized Star <input type="checkbox"/>		Date Time		CWB Check		Star			
	Book/Cite Approval	Star	Mass Arrest Code		M X-Rays <input type="checkbox"/>	School (if Juvenile)			Statement <input type="checkbox"/>		
	Other Information Citation/Warrant/Booking Charge(s)/Missing Person-Subject Description, Scars, Marks, Tattoos NO FURTHER DESCRIPTION										

P R O P E R T Y	Code/No EVD 1	Item Description PHOTOGRAPHS			Brand		Model			
	Serial No	Gun Make	Caliber	Color MUL/COL	Narcotics Lab No		Quantity 31	Value		
	Seized by (Star) 2235		From Where							
	Additional Description/Identifying Numbers (31) photographs on (9) sheets of paper provided by (R/V) Kahn									

P R O P E R T Y	Code/No EVD 2	Item Description PHOTOGRAPHS			Brand		Model			
	Serial No	Gun Make	Caliber	Color MUL/COL	Narcotics Lab No		Quantity 4	Value		
	Seized by (Star) 1588		From Where							
	Additional Description/Identifying Numbers Taken by Officer Denning #1588									

INCIDENT REPORT

NARRATIVE

On the above listed date and time, Officer Denning #1588 and I were in full uniform and in a marked patrol vehicle when we responded to 280 Union Street regarding a restraining order violation.

We arrived on scene and I met with (R/V) Bushra Khan. Khan told me that she has been in a long civil dispute with her neighbor, (S) Teresa Votruba and she had received a restraining order against Votruba that went into effect on 6/17/15 (See SF Court case #CCH-15-577000). The restraining order ordered Votruba to remove any objects touching Khan's property as well as to not harass Khan in any way.

Khan provided me with (E1) thirty one photographs dating between the dates of 8/4/15 and 2/15/16 documenting incidents in which Khan believed Votruba was violation the terms of the restraining order. These photographs included pictures from the different windows in Khan's home, including the bedroom, bathroom and living room. Khan documented incidents in which she believed the view from her windows was being blocked by efforts made by Votruba.

Officer Denning took four (E2) photographs of the view from the windows from Khan's apartment as they appeared while we were on scene. When Officer Denning entered the bedroom he observed a White male moving a bench from near the window. Khan claimed that the bench had been up against her property prior to the male moving it.

I met with (R/W) Clinton Choy, who is a neighbor of Khan's. Choy told me that on 2/15/16 between the hours, of 1300 and 1500, he was sitting in Khan's living room with her when he observed Votruba look into the window. Choy made eye contact with Votruba who pointed at him through the window for approximately thirty seconds. Photographs from this incident are included from the packet of photographs Khan provided to me.

Khan provided me with the photographs she had taken.

I booked the photographs Khan provided to me as well as the photographs taken by Officer Denning into evidence at Central Station.

Exhibit

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
BEFORE THE HONORABLE MURLENE J. RANDLE, JUDGE PRESIDING
DEPARTMENT 514

CERTIFIED COPY

TERESA VOTRUBA,)
)
Petitioner,)
)
vs.)
)
BUSHRA KHAN,)
)
Respondent.)

Court No.: CCH-21-583528

REPORTER'S TRANSCRIPT OF PROCEEDINGS

Friday, June 18, 2021

A P P E A R A N C E S:

For the Petitioner:

Teresa Votruba, In Propria Persona

For the Respondent:

LAW OFFICE OF GEORGE G. BENETATOS
By: George G. Benetatos, Attorney at Law
235 Montgomery Street Street, Suite 600
San Francisco, California 94104

LAW OFFICES OF DOUGLAS HORNGRAD
By: Douglas Horngrad, Attorney at Law
1736 Stockton Street, Suite 4
San Francisco, California 94133-2928

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Reported by: Giselle Casey, CSR No. 8098

1 FRIDAY, JUNE 18, 2021

10:57 A.M.

2 P R O C E E D I N G S

3 **THE CLERK:** Calling line 4, *Votruba versus Khan*,
4 CCH-21-583528.

5 Counsel, please state your name and appearance for the
6 record.

7 **MR. BENETATOS:** My name is George Benetatos, for Ms. Khan.

8 **THE COURT:** Okay. Thank you.

9 **THE CLERK:** Ms. Khan, please state your appearance?

10 **THE RESPONDENT:** Bushra Khan.

11 **THE CLERK:** State your name and spell your name for the
12 record, please.

13 **THE RESPONDENT:** B-u-s-h-r-a K-h-a-n.

14 **THE CLERK:** And the Petitioner, state your name and spell it
15 for the record. Ms. Votruba?

16 **THE PETITIONER:** Oh, I'm sorry. Teresa, T-e-r-e-s-a,
17 Votruba, V-o-t-r-u-b-a.

18 **THE COURT:** Good morning. I've had an opportunity to review
19 the voluminous files and documents in this case.

20 And I see that the Petitioner brought a banker's box and a
21 bunch of other files in this matter; however, I've reviewed this
22 file, and I think what you're doing, Ms. Petitioner, is abuse of
23 the system.

24 You are bringing up allegations that go back to 2015 that
25 have already been litigated. There is currently a restraining
26 order against you, Ms. Petitioner, as to the Respondent. You
27 shouldn't even be as close to her as you are today, given the
28 restraining order that's in effect.

1 And so you are -- I feel, from reviewing your file, that
2 you're using the court. That you are using the court to harass
3 the Respondent. You are using the court to harass the
4 Respondent.

5 You have litigated these issues over and over again. You
6 have been -- I am just shocked at what you're doing. I'm
7 shocked that you're trying to use the court system to harass
8 someone.

9 The issues before you were real estate issues. You object
10 to her having a window that overlooks you. That looks onto your
11 roof or whatever. This is not the court for that.

12 This Court is not going to ask this Respondent to change her
13 property line because you don't like it.

14 And I can't believe you're coming in here with issues of
15 2015 that have already been dealt with. I don't know what you
16 have in your banker boxes, but I can tell you right now, this
17 Court is not going to waste judicial time of the court when I
18 have read all of what you presented to me, and I'm admitting
19 that as evidence. And I'm finding, based on that evidence,
20 there is no harassment here.

21 I have looked at the responses from the Respondent. There
22 is no harassment here.

23 And I am shocked that you used this Court to grant a
24 temporary restraining order that prohibited this lady from
25 exercising her own rights to move around and to visit with a
26 friend, who's elderly, who would probably need her attention and
27 just her friendship.

28 So that is the tentative ruling of the Court. That your

1 accomplished right here -- you're welcome to one.

2 **THE COURT:** When did I say anything about fire?

3 **THE PETITIONER:** I have police reports.

4 **THE COURT:** Are you listening to me? My question to you is:
5 What did I say about fire, f-i-r-e?

6 **THE PETITIONER:** Fire exits, or she wasn't putting fire
7 stuff around her windows.

8 **THE COURT:** No. You said, "spider webs."

9 **THE PETITIONER:** Oh, "spider webs."

10 Your Honor, I'll submit that letter to you. But I happen,
11 as an elder and someone who's under a restraining order, for
12 looking in her windows, why would it be that she and her lawyer
13 would write me a letter and say that I need to be cleaning
14 spider webs off the windows that she says that I look in to as
15 peeping Tom? This is unbelievable.

16 **THE COURT:** I don't know if you quite understand the depth
17 of what you're doing, and I'll give you the benefit of the doubt
18 that you don't seem to understand that you're coming to this
19 court to ask this Court to restrain someone from doing something
20 that I have no control over. And it's not harassing conduct.

21 **THE PETITIONER:** I find it harassment --

22 **THE COURT:** You can find it anything you want, but you're
23 not the judge. Just because you find it --

24 **THE PETITIONER:** She is driving me off this planet. If you
25 read about me in the paper having committed suicide, because I'm
26 in a situation that she has fabricated from day one, and I am
27 being abused, harassed, emotionally destroyed, as well as
28 financially destroyed. She has destroyed me financially. I had

1 to take out a loan -- I'm 73 years old -- to pay my legal fees.

2 **THE COURT:** If you continue this -- this tirade, I'm going
3 to assume that you want to be removed. You do not yell at the
4 Court. Do you understand?

5 **THE PETITIONER:** I'm sorry. I want to make sure I'm heard.

6 **THE COURT:** No. Your demeanor speaks volumes. You don't
7 have boundaries.

8 **THE PETITIONER:** I don't have values?

9 **THE COURT:** You don't have boundaries.

10 **THE PETITIONER:** Oh. Boundaries?

11 **THE COURT:** Boundaries. You don't respect the Court. When
12 I'm speaking, you speak over me. You can't accept "no." You
13 can't accept reality.

14 And I'm telling you that that's not going to happen here. I
15 have about four other cases outside.

16 I have read your file. I have taken it into evidence. I
17 looked at your new timeline which has nothing to do with
18 harassing conduct. It's all about your building.

19 You let me finish, please.

20 It's all about your property. It's all about your
21 disapproval of this lady and her life and her lifestyle is all
22 personal for you. It is not -- it is not reality. It is not
23 harassing conduct.

24 I want to now hear from Respondent's side, and I am going to
25 rule.

26 **THE REPORTER:** Your Honor, can we get counsels' appearances?

27 **MR. BENETATOS:** Madam Reporter, my name is George Benetatos,
28 B-e-n-e-t-a-t-o-s, counsel for Ms. Khan.

1 court --

2 MR. BENETATOS: Yes. Yes.

3 THE COURT: -- and then you bring an extra copy --

4 MR. BENETATOS: We also arranged for the service to deliver
5 a courtesy copy. I have --

6 THE COURT: May I take a look at it, please?

7 MR. BENETATOS: Yeah. Of course (handing).

8 THE BAILIFF: (Handing.)

9 MR. BENETATOS: And here's the notice from the One Legal
10 notice we filed with the court.

11 THE BAILIFF: (Handing.)

12 THE PETITIONER: May I object, Your Honor?

13 THE COURT: No. I'm reading, please.

14 THE PETITIONER: Okay.

15 THE COURT: When you say you submitted a petition
16 April 23rd, do you have a copy?

17 MR. BENETATOS: Yes, I do.

18 THE COURT: May I see it?

19 MR. BENETATOS: (Handing.) It was part of the response.

20 THE COURT: Did you serve this information on the --

21 MR. BENETATOS: Yes, Your Honor. That was served with the
22 entire document and a courtesy copy way back on April 23rd.

23 THE COURT: Okay. All right.

24 So the Court has reviewed and accepted all documentation, as
25 voluminous as it is, of both sides as evidence in this case.
26 And it includes statements from the Petitioner and many, many
27 documentations going back as far as, maybe, 2012, 2013, 2015.

28 I have also the reviewed previous TRO's issued in this

1 matter from Judge Crompton, and then the extension of the
2 restraining order.

3 The Court finds there is no clear and convincing evidence of
4 harassment in this case by the Respondent. Not even close.

5 The Court finds that the Petitioner -- finds her not to be
6 credible, based on the totality of what I have read and what she
7 said today.

8 Even if I believed what she said today, it's not harassing
9 conduct. It's a different issue. It's not harassing conduct.

10 And in that regard, I am going to dissolve the restraining
11 order in this matter with prejudice. I'm going to award
12 attorneys' fees to the Respondent in the amount of --

13 The record should reflect I have reviewed the billable hours
14 in the declaration of the attorney in this matter. I find that
15 the matter was brought -- it was frivolous. It was meant to
16 harass. It was meant to defy the restraining order that's in
17 effect. And I find that there is just a long history, for
18 whatever reason, of the Petitioner against the Respondent.

19 And I think that it is -- I can't issue sanctions, but I
20 will order attorneys' fees --

21 **THE PETITIONER:** Your Honor, I'd like to tell you that in a
22 previous case, the judge found Mr. Benetatos's fees excessive,
23 and she reduced the fees by 50 percent of --

24 **THE COURT:** That's that judge and on that day.

25 **THE PETITIONER:** I just want to mention it. And it happened
26 very recently.

27 Mr. Benetatos has made almost a million dollars in legal
28 fees over this case because he is a lawyer that has gone beyond

1 doubt, and given the fact that the law says I'm to accept it as
2 being true, I issued a temporary restraining order.

3 However, I think that you deceived the Court, and you got a
4 temporary restraining order that you were not entitled to. And
5 I think you used the court to harrass --

6 **THE PETITIONER:** I wish that I could use the court. I could
7 use nothing. And I just want you to know, Your Honor, if this
8 courtroom --

9 **THE COURT:** Your attitude right now -- all right.
10 Would you please --

11 **THE PETITIONER:** The sheriff's office was asked to review a
12 tape.

13 **THE BAILIFF:** It's time to go.

14 **THE COURT:** -- because you won't listen to the Court and you
15 have agreed to absent yourself.

16 Now, let me give you one more chance.

17 Do you want to stay in the courtroom and follow the rules,
18 meaning you don't speak unless I ask you to?

19 **THE PETITIONER:** Thank you. I'm happy to do that.

20 **THE COURT:** Okay. Let's, then, finish up.

21 So I'm going to dissolve the TRO. There's no clear and
22 convincing evidence of harassing conduct. There's no clear and
23 convincing evidence that but for a restraining order, the
24 Respondent would harass the Petitioner because she did not,
25 according to my view of the evidence, do any harassment. She's
26 being harassed.

27 I find that the Petitioner is not credible. Based on that,
28 I find that this lawsuit is frivolous and meant to harass. In

1 that regard, the \$24,000 that has been expended by the
2 Respondent shall be -- I will grant the petition for attorneys'
3 fees for an award in the amount of --

4 **MR. BENETATOS:** \$24,117.10, Your Honor.

5 **THE COURT:** Do you have a proposed order?

6 **MR. BENETATOS:** No, I don't. But I can submit it to the
7 Court.

8 **THE COURT:** You need to submit a proposed order to the
9 Court.

10 And I'm accepting your documentation -- your declaration
11 that you prepared with the response and the additional copies
12 you gave the Court today as evidence with regards to your
13 request for your attorneys' fees.

14 **MR. BENETATOS:** Your Honor, I ask that in the proposed order
15 that I include that payment shall be paid within ten days of
16 signing of the order?

17 **THE COURT:** Within ten days?

18 **MR. BENETATOS:** Ten days, or whatever the Court is
19 comfortable with.

20 **THE COURT:** I would say it must be paid within 30 days.

21 **MR. BENETATOS:** 30 days is fine.

22 **THE COURT:** Must be paid within 30 days. And you can put
23 that in the order. And that concludes this matter.

24 **MR. BENETATOS:** Thank you, Your Honor.

25 (Whereupon, the Proceedings concluded at 11:25 A.M.)
26
27
28

Exhibit T

1 GEORGE G. BENETATOS -SBN: 54986
2 LAW OFFICE OF GEORGE G. BENETATOS
3 235 Montgomery Street, Suite 600
4 San Francisco, California 94104
5 Telephone: (415) 203-2296
6 Facsimile: (415) 986-4001
7 Email: benetatoslaw@gmail.com

8 Attorney for Respondent BUSHRA KHAN

FILED
San Francisco County Superior Court

AUG 16 2021

CLERK OF THE COURT
Deputy Clerk

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN FRANCISCO

11
12 TERESA VOTRUBA,

13 Petitioner,

14 vs.

15 BUSHRA KHAN,

16 Respondent..

Case No. CCH-21-583528

**ORDER DISSOLVING TEMPORARY
RESTRAINING ORDER AND
AWARDING ATTORNEY FEES AND
COSTS**

Hearing Date: June 18, 2021

Time: 8:45 a.m.

Dept: 514

Honorable Murlene J. Randle

17
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21 Petitioner Teresa Votruba's Request for Elder Abuse Restraining Order ("Request")
22 was heard by this Court on June 18, 2021, the Honorable Murlene J. Randle presiding.
23 Petitioner Teresa Votruba appeared representing herself. George G. Benetatos and Douglass
24 Horngrad appeared for Respondent Bushra Khan, who was present.

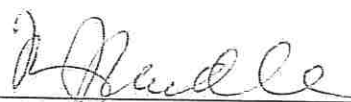
25
26 Having read the Request and the declarations and other papers submitted in support of
27 the Request, and having read the Response and the declaration and other papers submitted in
28 support of the Response, and having heard the argument of Petitioner Teresa Votruba and

1 counsel for Respondent Bushra Khan, the Court finds there was no clear and convincing
2 evidence and no credible basis for the Request.

3 THEREFORE, IT IS ORDERED THAT the temporary restraining order issued on
4 03/11/2021 is hereby dissolved with prejudice.
5

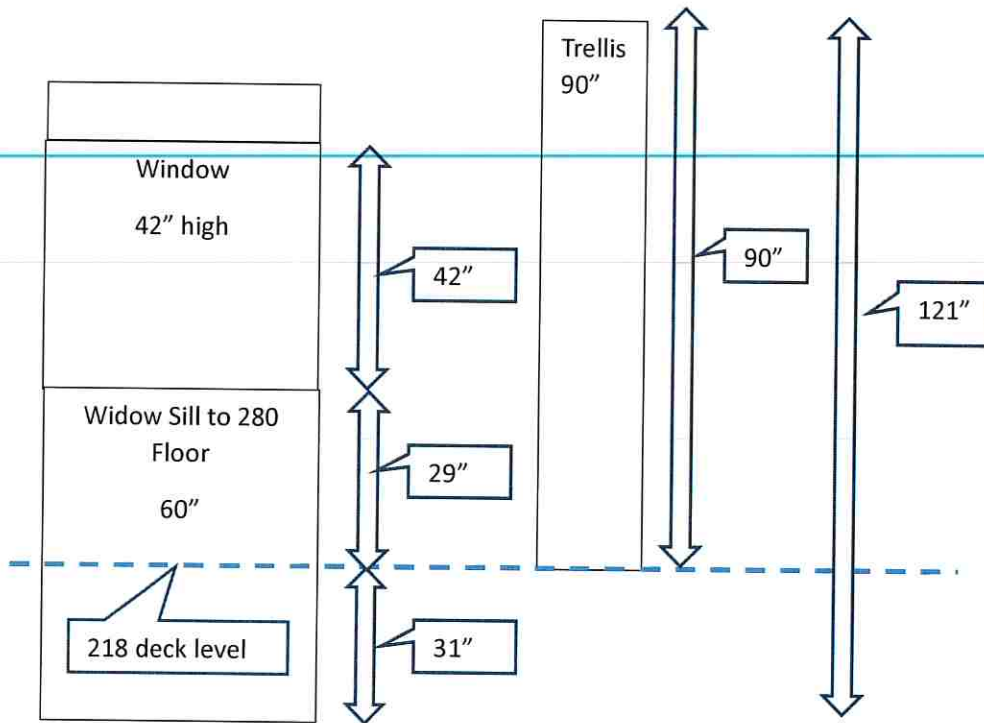
6 IT IS FURTHER ORDERED THAT Petitioner Teresa Votruba shall pay to counsel for
7 Respondent Bushra Khan, George G. Benetatos, the sum of \$24,117.10 attorney fees and costs
8 in accord with Welfare and Institution Code §15657.03(t). This amount in comprised of
9 \$24,000.00 in attorney fees and \$117.10 in costs. Payment shall be made within thirty (30) days
10 of service by email on Petitioner Teresa Votruba of a file-endorsed copy of this Order signed
11 by this Court.
12

13
14 Date: August 16, 2021

15 
16 Murlene J. Randle
17 Judge of the Superior Court
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Exhibit

U



View of Spite Wall from Living Room Window

The Spite wall from the living room window is equivalent to a height of 112 inches

BRIEF SUBMITTED BY THE PERMIT HOLDER(S)

1 John Votruba
2 218 Union Street, #7
3 San Francisco, CA 94133
4 Phone: 415-834-0508
5 Email: jvotrub@yahoo.com

6 CITY AND COUNTY OF SAN FRANCISCO

7 BOARD OF APPEALS

8 BUSHRA KHAN

9 Appellant,

10 DBI, PDA, JOHN VOTRUBA

11 Respondents.

12 Appeal No.: 23-053

13 PERMIT HOLDER BRIEF IN OPPOSITION
14 TO APPELLANT'S APPEAL

15 SUBJECT PROP: 218 UNION STREET

16 HEARING DATE: JANUARY 31, 2024

17 HEARING TIME: 5 PM

18 PLACE: ROOM 416, SAN FRANCISCO
19 CITY HALL

20 PRESIDING: PRESIDENT RICK SWIG AND
21 BOARD MEMBERS

22 BUILDING Permit BPA 2021-0239006 was properly issued on November 2, 2023

23 The Trellis and work contemplated under this Permit has undergone through review by
24 the Department of Building Inspection (DBI) and the Planning Department, and has received an
25 Administrative Certificate of Appropriateness ("ACOA") confirming that the Trellis will be
26

27 PERMIT HOLDER BRIEF IN OPPOSITION TO APPELLANT'S APPEAL SUBJECT PROP: 218 UNION
28 STREET HEARING DATE: JANUARY 31, 2024 HEARING TIME: 5 PM PLACE: ROOM 416, SAN FRANCISCO
CITY HALL PRESIDING: PRESIDENT RICK SWIG AND BOARD MEMBERS - 1

1 consistent with the surrounding historic district and meets all requirements set forth in the
2 ACOA.(See ACOA and Building Plans in Exhibit 1 and 2)

3 The roof deck trellis has been reviewed by Preservation Planner Michele Langlie who is
4 an expert in planning and preservation who verifies it is not subject to any public right of way
5 restrictions, any height requirements, and the trellis clearly serves its primary function for seating
6 area privacy and wind screening. Kelly Wong has worked diligently to bring any open issues to
7 conclusion, including requiring bifurcation of the permit for an in kind fire wall rebuild which
8 had originally been included. Through Patrick O’Riordan, Thomas Fessler of Technical Services
9 provided DBI support. The firewall received an ACOA in 2017 and is undergoing review
10 presently under a separate permit.
11
12

13 AUTHORITY to apply for permit BPA 2021-09239006

14 Attached as Exhibit 3 is recognition and authority by owners Kristofer Votruba and Gregory
15 Votruba, together holders of 85% of the 218 Union Tenancy in Common interests, that
16 Respondent, John Votruba, continues to hold the offices of Finance Manager and Building
17 Manager. I have been the Finance Manager since 2005 and performing responsibilities as the
18 Building Manager since 2016 on behalf of the TIC. Respondent has also been TIC liaison for all
19 matters with the City and County of SF since 2002. Any changes to the Management Team
20 require a majority vote constituting at least 67% of the interests of the parties. Duane Frisbie is a
21 15% voting owner who is currently in hospice care with no power of attorney on his behalf
22 presented.
23
24

25 THE 218 Union Deck Trellis (BPA 2021-09239006) IS NOT A SPITE FENCE

26
27
28 PERMIT HOLDER BRIEF IN OPPOSITION TO APPELLANT’S APPEAL SUBJECT PROP: 218 UNION
STREET HEARING DATE: JANUARY 31, 2024 HEARING TIME: 5 PM PLACE: ROOM 416, SAN FRANCISCO
CITY HALL PRESIDING: PRESIDENT RICK SWIG AND BOARD MEMBERS - 2

1 In California, spite fence law is covered under Civil Code 841.4, which states: “any fence or
2 other structure in the nature of a fence unnecessarily exceeding 10 feet in height maliciously
3 erected or maintained for the purpose of annoying the owner or occupant of adjoining property is
4 a private nuisance.”
5

6 a) This trellis is *neither a fence nor a structure in the nature of a fence.*

7 b) It is rather a cojoined seating area for furniture seating with sun and wind
8 protection and no solid roofing above.

9 c) No property uses on Telegraph Hill are affected by this privacy and wind
10 protection, nor are public views or access ways affected. Appellant gets more
11 privacy, not less. Appellant has her own large roof decks which have sweeping
12 Bay and Bridge view, according to real estate brochures.

13 d) The trellis is compatible with architectural style of both 218 Union and 280
14 Union and provides interior privacy for 280 Union who have warned deck users
15 of “peeping tom” privacy violation, all the while maliciously leaving their drapes
16 open 24/7.

17 e) The trellis and its privacy and wind protection is necessary for the quiet
18 enjoyment of this 2004 recreational roof deck used by 7 residents.

19 f) It provides important privacy protection for both 218 Union roof deck
20 recreational use and gardening and interior spaces of 280 Union. (Exhibit 4-
21 Tenant /High School Teacher Eva Moore emails with her photos).
22
23
24
25
26
27

1 g)The trellis also provides wind protection. It is equipped with wind dampening
2 panels from the manufacturer for this purpose which are moveable depending
3 upon the direction of the wind.
4

5 The height of the trellis at 7'6" allows users to use the space as intended for
6 comfortable adult seating and conversation. BPA 2021-0923-9006 (Exhibit 2) allows
7 for even larger trellises on roof decks. This current size trellis is proportional to the
8 windows and allows for plenty of light and sky and creates no shadowing. The
9 trellis is attached to the underpinnings of the
10 deck by anchor bracing and does not move. It is 5 ft from the wall of the 280 Union
11 penthouse owned by the Appellant and is totally complaint under both building and
12 planning codes
13

14 MISUSE BY APPELLANT OF HER AB-009 LOT LINE WINDOWS

15 In an effort to control her neighbors' roof deck for her own purposes, Appellant
16 maliciously uses her windows to falsely charge deck users by using distorting photography of
17 them which effect is to misrepresent the facts. Over many years, Appellant and surrogate
18 brother Richard Green stage such events, as can be seen by zoomed in these pictures which are
19 designed to mislead the SFPD and the court regarding gardening conduct. Shade cloth and plants
20 are allowed in plant containers up to four feet in height. Lattice is also allowed, such as can be
21 found on two potting benches.
22

23
24 1)When Appellant feels angry or annoyed, she heckles, stomps, taps and points to attract
25 users of the deck to look into her windows and then uses wide angle surveillance cameras as well
26 as her cell phone to take pictures of them. A video clip will be shown at hearing from her own
27

1 cameras. On February 15, 2015 she situated a guest Clinton Choy standing at her north corner
2 window with arms folded and staring angrily while Appellant tapped on another window. On
3 this occasion and others, she turned this into a criminal complaint against a deck user.
4

5 2) California Penal Code 134 makes it a felony to prepare false evidence and using it for
6 false purposes in a legal proceeding. This trellis keeps her nuisance away from deck users.

7 3) 218 Union tenants have frequently complained about Appellant's conduct and her
8 cameras videotaping them day and night from her lot line windows as they try to enjoy
9 themselves barbecuing, gardening or enjoying family and friends. Appellant's leering and angry
10 looks are meant to intimidate and are harassing to them. To this day, her window shades remain
11 open day or night. (Exhibit 5-Tenant complaints)
12

13 4) Since Appellant's move-in in 2012, she has established herself as an intrusive presence
14 for her neighbors at 218 Union who use the deck often. Appellant makes resident users of the
15 roof deck feel uncomfortable as the view into her interior space is so immediate. In the past,
16 residents of 280 Union were more respectful and concerned for mutual privacy. They also
17 understood that the windows could be covered from the exterior which had been done in 2004
18 long before Bushra Khan's purchase which included the covered windows awaiting removal.
19 The windows are encroaching over the lot line at 218 Union roof deck. (Exhibit 6-Declaration of
20 Survey and Condominium Map Bk 27, pp.91-96)
21
22

23 5) Individuals who do required maintenance work 2x per year experience the same
24 discomfort in Spring and Fall. (Exhibit-7 Building Code Requirements for Living Roofs
25 Appendix C-7 , 8, and 9a.)

26 6) After many years, Patrick O'Riordan writes in response to my questions to him:
27

28 PERMIT HOLDER BRIEF IN OPPOSITION TO APPELLANT'S APPEAL SUBJECT PROP: 218 UNION
STREET HEARING DATE: JANUARY 31, 2024 HEARING TIME: 5 PM PLACE: ROOM 416, SAN FRANCISCO
CITY HALL PRESIDING: PRESIDENT RICK SWIG AND BOARD MEMBERS - 5

1 Hi John,

2 I have outlined my response to your concerns regarding your neighbors as follows:

3 280-286 Union is still unable to understand the meaning of private property, safety and the like.

4 Kahn, Radner, and Choy now have 20 lb large blue pots on their roof which could fall 9ft
5 because there is no railing at the edge of their roof. We recommend that they be required to
6 move back off our property line, redo our chimney flashing that Khan was seen stealing, and
7 restore the damage they have caused to our permitted common area near her windows.

8 Also code requires obscure glass where there is a privacy problem. When the windows were
9 originally permitted they had coverings on the outside. Ms. Khan continues to violate our
10 privacy.

11 I will ask the District Building Inspector to make a site visit to determine if a code violation
12 exists at either property and I will update you on his findings and actions as needed.

13 Recently the Police described the situation as too difficult. They would like to see a full wall
14 along the west side so that they cannot get onto our roof and vandalize further and for us to cover
15 with a similar wall Khan's windows permitted by DBI 2011. Please advise as to the feasibility of
16 their thinking.

17 I agree, the situation is indeed difficult and has been like that for too many years. Property
18 owners are entitled to submit permit applications for the construction of additions and
19 appendages to their buildings. These applications and drawings are reviewed by various city
20 Departments (including DBI and Planning).

21 Regards, Patrick O'Riordan

22 How did Appellant obtain a Permit for her Lot Line Windows (Appellant's
23 Exhibits L,M,N and O)

24 A legalization permit for these windows was issued with Joseph Duffy, then a senior
25 inspector without obtaining required AB009 written permissions from 218 Union. The
26 Appellant had on March 19, 2011 made an after the fact permission call to then Building
27 Manager which was rejected as lot line windows encroaching over a property line were clearly

28 PERMIT HOLDER BRIEF IN OPPOSITION TO APPELLANT'S APPEAL SUBJECT PROP: 218 UNION
STREET HEARING DATE: JANUARY 31, 2024 HEARING TIME: 5 PM PLACE: ROOM 416, SAN FRANCISCO
CITY HALL PRESIDING: PRESIDENT RICK SWIG AND BOARD MEMBERS - 6

1 out of the buildable area. The Appellant responded that her battery was going dead and then
2 made further arrangements with DBI to bypass AB009 requirements. In addition:

3
4 1. 1986 approved building plans for Appellant's building at 280 to 286 Union St.
5 on file at the building department delete and mark out all of Appellant's lot line windows facing
6 and overlooking the 218 Union roof deck. Windows had been installed anyway without any
7 permit shown in the DBI records. All windows and encroach over the 218 Union property line by
8 survey. (Exhibit 6:Dane Ince Survey and Condominium Map Book 27, pp 91-96.)

9
10 2. Required fire department inspection for approval was not obtained at the time of
11 final inspection by Donal Duffy and issuance of the permit until 2 years later as
12 confirmed by SFFD Lt. John Darminan (Exhibit-8)

13
14 3. The windows, though fire rated, are referenced in a Building Code chart as Not
15 Permitted for being well short of 3 foot separation distance needed to our roof
16 deck walls in Building Code Section 705.8 Openings in Exterior Walls. (Exhibit-
17 9)

18
19 4. And, finally the HPC hearing regarding the permit was not noticed to the public
20 depriving anyone in the neighborhood including 218 Union from being heard or
21 knowing about it. (Exhibits 10: Zoning bulletin No 4)

22
23 5. A jurisdictional hearing was held by the Board only to be told by the then
24 Members that Building and Planning did nothing unusual in granting a permit for
25 AB009 windows to the Appellant. (Exhibits 10: Letter to Patrick O'Riordan and
26 Letter from Grand Jury)

27
28 6. Joe Duffy represented DBI and testified on September 12, 2012 is as follows:

1 “Good evening commissioners. The building department did receive a complaint
2 on the 21 of January, 2010, and we wrote a notice of violation on the 20th of May,
3 2010 basically that there was some windows put – there was windows, property
4 line windows that had shown to be part of the original construction and our
5 building inspector, Donald Duffy did write them up for putting in the windows
6 without a permit and they subsequently obtained a building permit and got the
7 permit signed off on the 21st of March, 2011. The permit was to comply with the
8 notice of violation to legalize the three-quarter windows and it would have had to
9 comply with AB-009 which is in the San Francisco Building Code.

10 Basically, you agreed you would lose those windows if someone wanted to build
11 in front of them and there’s some other requirements in that as well, and you have
12 to get it signed and stuff, a notarized document. So if anyone has any questions, I
13 would be willing to answer them, but that is basically the history of the notice of
14 violation and the subsequent permit.”

15 a) This fast tracked Dr. Bushra Khan NOV permit was completed in 6
16 months. No penalties were charged. 9x was waived. Bushra Khan recorded her
17 notarized documents in her own name that is not included within property
18 recordings at 280 Union. A title company therefore would be unable to pick up
19 this AB009 condition use. I have since 2022 been able to find this recording and
20 will present at the hearing.

21 b) On the other hand, our Trellis permit has already taken two years. We
22 have paid \$4,500.

23 Problems with Height Limitations for 280 Union

- 24 1) The height of the 218 Union roof at the roof deck is 35ft as measured by the
25 Planning Department. There is a full rear yard and grandfathered setbacks
26 throughout the 2004 permitted deck and 2014 permitted urban garden with solar
27 panels. The trellis is within the buildable area.

1 2) The height of the 280 Union roof is 42+ ft as measured by the Dane Ince survey
2 2014 and the 1987 Condominium Map Book 27, pp. 91-96. The rear grade drops off
3 by 20+ ft.

4 Zoning Administrator Bulletin No. 5 (Exhibit 11) states: In RH-2 Districts, no
5 dwelling is permitted to exceed a height of 40 feet, and the height limit is further reduced
6 to 35 feet where

7 the average ground elevation at the rear line of the lot is lower by 20 or more feet
8 than at the front.

9 3) The height of the neighboring windows is 42”as reported by Appellant makes the
10 windows outside the buildable area comprising 40 height limitation. Only deck
11 railings, planter boxes on the deck, and mechanical are allowable above 40’. A
12 trellis and furniture is also allowed above 40’.

13 a) No adequate plans have been presented by the Appellant starting in 2010 to
14 show actual as built conditions and building elevations and ground level
15 elevations.

16 b) Appellant’s Exhibit U schematic shows no scale and no actual as built
17 representations and context. These are irrelevant drawings that have no
18 place in the appeal of this building permit, except to point out that at 35 ft
19 max building elevation, 280 Union with or without east facing AB009
20 windows could not be built under zoning in place in 2010.

21 5) Based upon permits on file since 1987, survey by Dane Ince (2014) and surveys (1987)
22 found in Public Works Condominium Map Bk 27, pp. 91-91. The 42” height of 280
23

1 Union east facing zero clearance lot line windows are found outside the buildable area.
2 They are also encroaching on the property of 218 Union adding their window casing by
3 5-6 inches. No structural work was done during the 2011 permitting process.
4

5 VIEW EASEMENT ISSUE by former 280 Union Owner Michael Herning

6 1) In 2006, Michael Herning in a case against Coldwell Banker litigated this view easement
7 issue to settlement which allowed for no view easement.

8 2) Subsequently, Michael Herning asked 218 Union for a view easement. No view easement
9 was granted by 218 Union.

10 3) Michael Herning could not find a buyer and the property was foreclosed.

11 4) Condominium President Clinton Choy promised 218 Union that the windows would be
12 removed as soon as the new buyer came on board, clearly a broken promise.
13

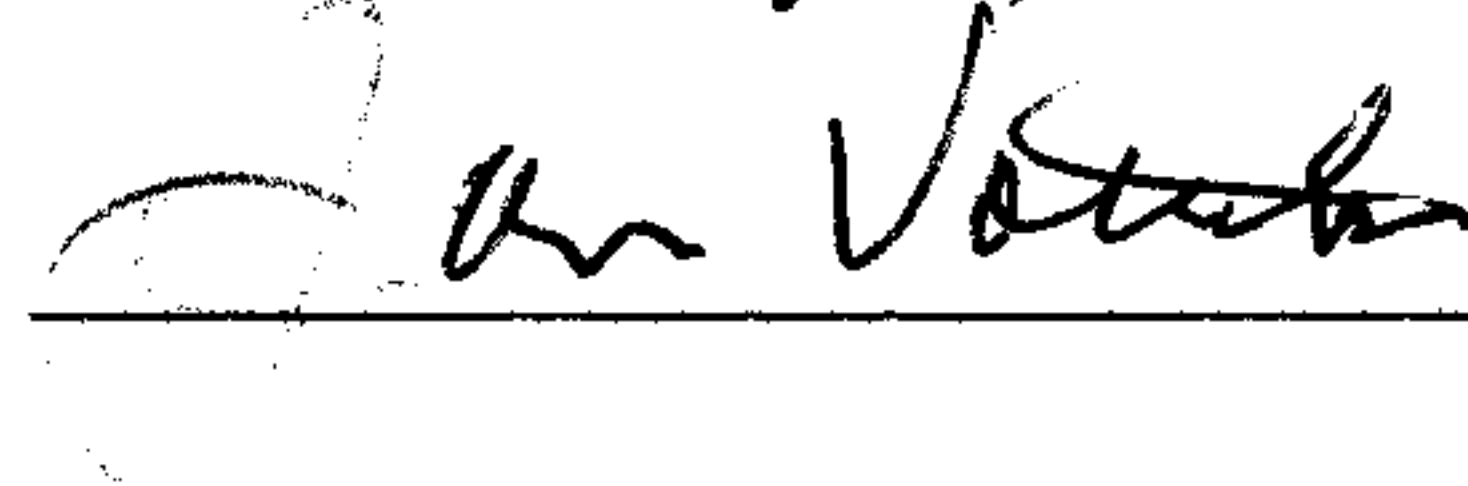
14 DBI TRELIS PRIVACY, PERMITTING, AND VIEWS

15 The 218 Union TIC has since 2002 considered many of the aspects of privacy as reflected in
16 former Building Manager Hamilton Hauck's remarks about the importance of deck privacy.
17

18 (See Exhibit 11) The trellis permit has been fully vetted. It has been on the roof deck at 218
19 Union since March 2021, and we have received no complaints from tenants since that time.

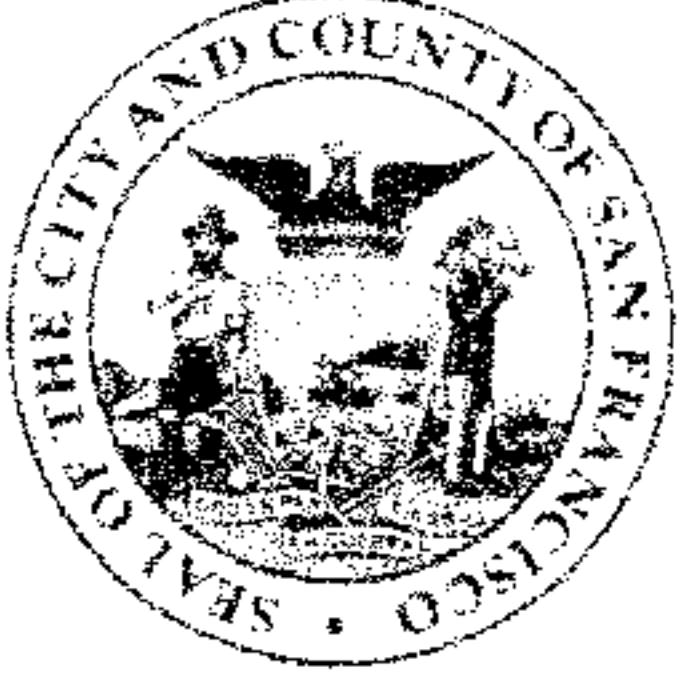
20 Appellant has many beautiful views from her South and East windows and 360 degree views
21 from her two roof decks. In Exhibit 12, Residential Guidelines explain a)privacy considerations
22 and b)current California laws regarding protected views.
23

24
25 Dated: January 25, 2024

26 
27

28 PERMIT HOLDER BRIEF IN OPPOSITION TO APPELLANT'S APPEAL SUBJECT PROP: 218 UNION
STREET HEARING DATE: JANUARY 31, 2024 HEARING TIME: 5 PM PLACE: ROOM 416, SAN FRANCISCO
CITY HALL PRESIDING: PRESIDENT RICK SWIG AND BOARD MEMBERS - 10

EXHIBIT 1



CERTIFICATE OF APPROPRIATENESS ADMINISTRATIVE

Date: August 23, 2023
Record No.: 2021-010163COA
Building Permit No.: **202109239006**
Project Address: 218 Union Street
Landmark District: Telegraph Hill
Zoning: RH-3 (RESIDENTIAL- HOUSE, THREE FAMILY)
40-X Height and Bulk District
Block/Lot: 0106/038
Project Sponsor: John Vortuba
218 Union Street #7
San Francisco, CA 95404
jvotrub@yahoo.com
707-523-3415
Staff Contact: Kelly Wong - 628-652-7397
Kelly.Wong@sfgov.org

This is to notify you that pursuant to the process and procedures adopted by the Historic Preservation Commission ("HPC") in Motion No. 0443 and authorized by Section 1006.2 of the Planning Code, the scope of work identified in this Administrative Certificate of Appropriateness for **218 Union Street** has been delegated to the Department. The Department grants **APPROVAL** conformance with supporting documentation marked "Exhibit A" on file in the docket for Record No. **2021-010163COA**.

Environmental Review Status

The Planning Department has determined that the proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") as a Class 1 (State CEQA Guidelines 15301 – Minor alteration of existing facilities with negligible or no expansion of use) Categorical Exemption because the project is an alteration of an existing structure and meets the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

Project Description

The proposed scope of work is as follows:

Installation of a trellis with privacy screening and seating on existing roof deck (setback a minimum of 5 feet from all building edges).

The proposed work conforms to the scopes of work delegated to Department Staff for Administrative Certificate of Appropriateness review in HPC Motion No. 0443. Specifically, the construction of non and minimally-visible rooftop features, including but not limited to elevator and stair penthouses, guardrails, pergolas, or windscreens, minimally visible from a public right of way, not physically attached to a character-defining building feature, and exempt from height limits pursuant to Planning Code Section 260(b). All work described above is consistent with the architectural character of the building and/or district and the *Secretary of the Interior's Standards*.

Findings

The project complies with the following requirements:

- 1. The proposed work shall be appropriate for and consistent with the effectuation of the purposes of Article 10.**

The project is consistent with Article 10 of the Planning Code.

- 2. Compliance with the Secretary of the Interior's Standards for Rehabilitation.**

Standard 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

The project would retain the existing residential use of the subject building. The proposed scope would repair and preserve distinctive materials and features of the building.

Standard 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

The proposed work will retain and preserve the historic character of the property and will not remove historic materials. Work will be limited to the installation of a non-visible rooftop pergola.

Standard 3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

No conjectural elements are proposed. Work will be limited to the installation of a non-visible rooftop pergola. No alterations or new materials are currently proposed.

Standard 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

Not applicable.

Standard 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

The proposed work will not alter any distinctive architectural features or examples of craftsmanship.

Standard 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

Not applicable.

Standard 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

Not applicable.

Standard 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

Not applicable.

Standard 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

As detailed above, no historic features would be altered. And given its size, location, and absence of visibility, the new pergola will be compatible with the character of the existing property.

Standard 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The new, non-visible pergola atop the roof could be easily removed in the future with no impairment to the form and integrity of the property and its surroundings.

3. Conformance with the architectural character of the landmark property, as set forth in the Telegraph Hill Landmark District designation.

The project is in conformance with Section 1006.6 and Appendix G of Article 10 of the Planning Code.

4. **General Plan Compliance.** The proposed Administrative Certificate of Appropriateness is, on balance, consistent with the following Objectives and Policies of the General Plan:

URBAN DESIGN ELEMENT

THE URBAN DESIGN ELEMENT CONCERNS THE PHYSICAL CHARACTER AND ORDER OF THE CITY, AND THE RELATIONSHIP BETWEEN PEOPLE AND THEIR ENVIRONMENT.

OBJECTIVE 1

EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

Policy 1.3

Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

OBJECTIVE 2

CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

Policy 2.4

Preserve notable landmarks and areas of historic, architectural or aesthetic value, and promote the preservation of other buildings and features that provide continuity with past development.

Policy 2.5

Use care in remodeling of older buildings, in order to enhance rather than weaken the original character of such buildings.

Policy 2.7

Recognize and protect outstanding and unique areas that contribute in an extraordinary degree to San Francisco's visual form and character.

The goal of an Administrative Certificate of Appropriateness is to provide additional oversight for buildings and districts that are architecturally or culturally significant to the City in order to protect the qualities that are associated with that significance.

The proposed project qualifies for an Administrative Certificate of Appropriateness and therefore furthers these policies and objectives by maintaining and preserving the character-defining features of the subject building for the future enjoyment and education of San Francisco residents and visitors.

5. **Planning Code Section 101.1(b)** establishes eight priority-planning policies and requires review of permits for consistency with said policies. On balance, the project complies with said policies in that:
- The existing neighborhood-serving retail uses will be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses will be enhanced:

The proposed project will have no effect on the neighborhood-serving aspects of the building.

- b. The existing housing and neighborhood character will be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods:

The proposed project will strengthen neighborhood character by respecting the character-defining features of the subject building in conformance with the requirements set forth in HPC Motion No. 0443 and the Secretary of the Interior's Standards.

- c. The City's supply of affordable housing will be preserved and enhanced:

The proposed project will have no effect on the City's supply of affordable housing.

- d. The commuter traffic will not impede MUNI transit service or overburden our streets or neighborhood parking:

The proposed project will not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood parking.

- e. A diverse economic base will be maintained by protecting our industrial and service sectors from displacement due to commercial office development. And future opportunities for resident employment and ownership in these sectors will be enhanced:

The proposed project will not affect the City's diverse economic base and will not displace any business sectors due to commercial office development.

- f. The City will achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake.

Preparedness against injury and loss of life in an earthquake is unaffected by the proposed project. Any construction or alteration associated would be executed in compliance with all applicable construction and safety measures.

- g. That landmark and historic buildings will be preserved.

The proposed project respects the character-defining features of the subject building and is in conformance with the requirements set forth in HPC Motion No. 0443 and the Secretary of the Interior's Standards.

- h. Parks and open space and their access to sunlight and vistas will be protected from development:

The proposed Administrative Certificate of Appropriateness will not impact the City's parks and open space.

For these reasons, the above-cited work is consistent with the intent and requirements outlined in HPC Motion No. 0443 and will not be detrimental to the subject building.

Duration of this Administrative Certificate of Appropriateness: This Administrative Certificate of Appropriateness is issued pursuant to Article 10 of the Planning Code and is valid for a period of three (3) years

from the effective date of approval by the Planning Department, as delegated by the Historic Preservation Commission. The authorization and right vested by virtue of this action shall be deemed void and canceled if, within 3 years of the date of this Motion, a site permit or building permit for the Project has not been secured by Project Sponsor.

REQUEST FOR HEARING: If you have substantial reason to believe that there was an error in the issuance of this Administrative Certificate of Appropriateness, or abuse of discretion on the part of the Planning Department, you may file for a Request for Hearing with the Historic Preservation Commission within 20 days of the date of this letter. Should you have any questions about the contents of this letter, please contact the Planning Department at 49 South Van Ness Avenue, Suite 1400 or call (628) 652-7600.

cc: Historic Preservation Commission, 49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
San Francisco Architectural Heritage, 2007 Franklin Street, San Francisco, CA 94109
Nancy Shanahan, Planning & Zoning Committee, Telegraph Hill Dwellers, 224 Filbert Street, San Francisco, CA 94133
Finance Division, San Francisco Planning Department, 49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103

NO.	DATE	REVISION

4800 Ardenway
San Jose, CA 95118
Tel: 408-250-7277
Fax: 408-250-7831
www.dan-engineers.com

dan engineers
STRUCTURAL ENGINEERS

John Votruba
218 Union Street
San Francisco, CA 94133

Date: 02/26/10
Checked: [Signature]
Drawn By: [Signature]
Scale: AS SHOWN
Job: [Signature]
Sheet: [Signature]

A1.0
Of Sheets

218 Union Street - Location
A11
218 Union Street, San Francisco, CA 94133

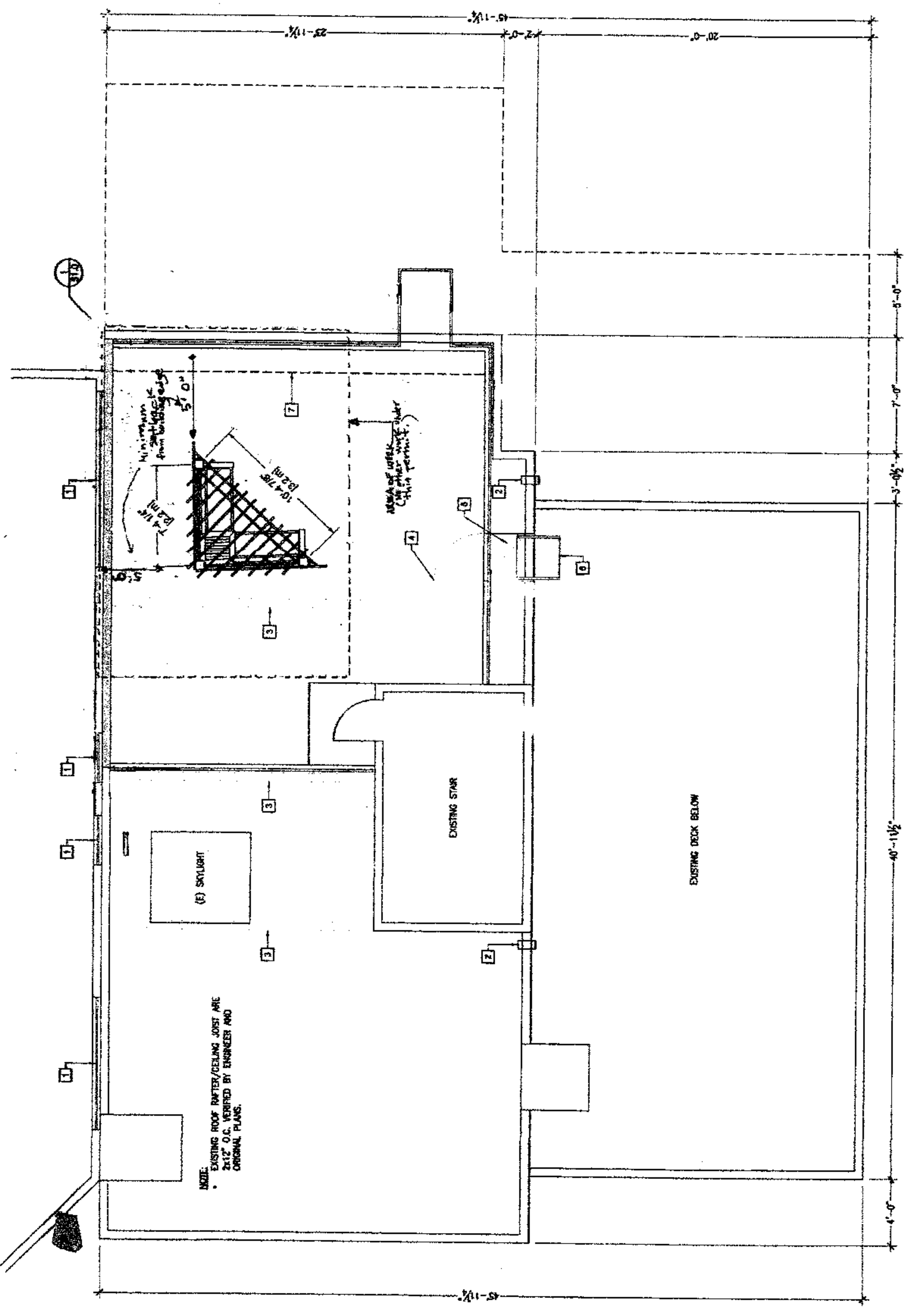
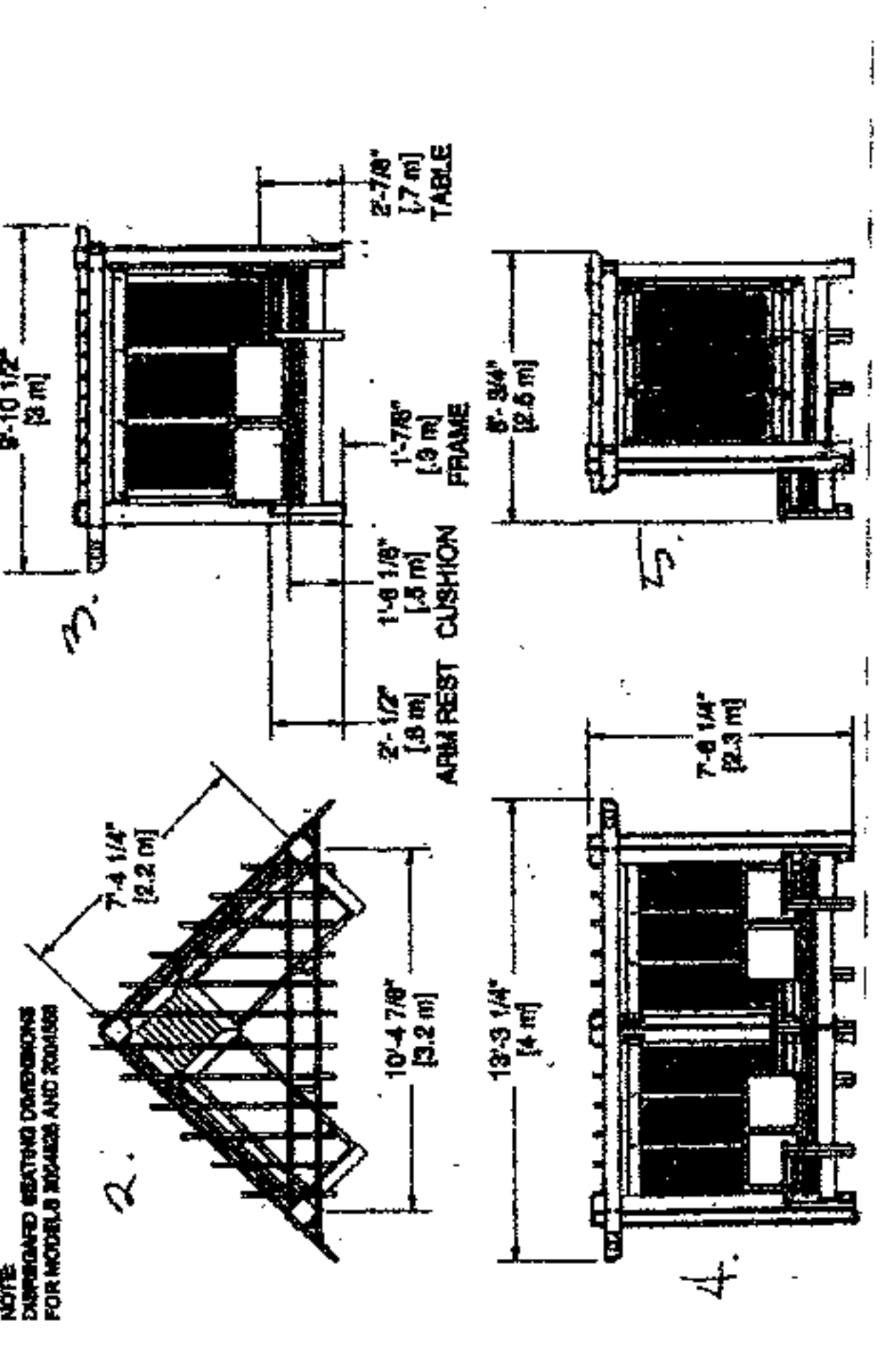
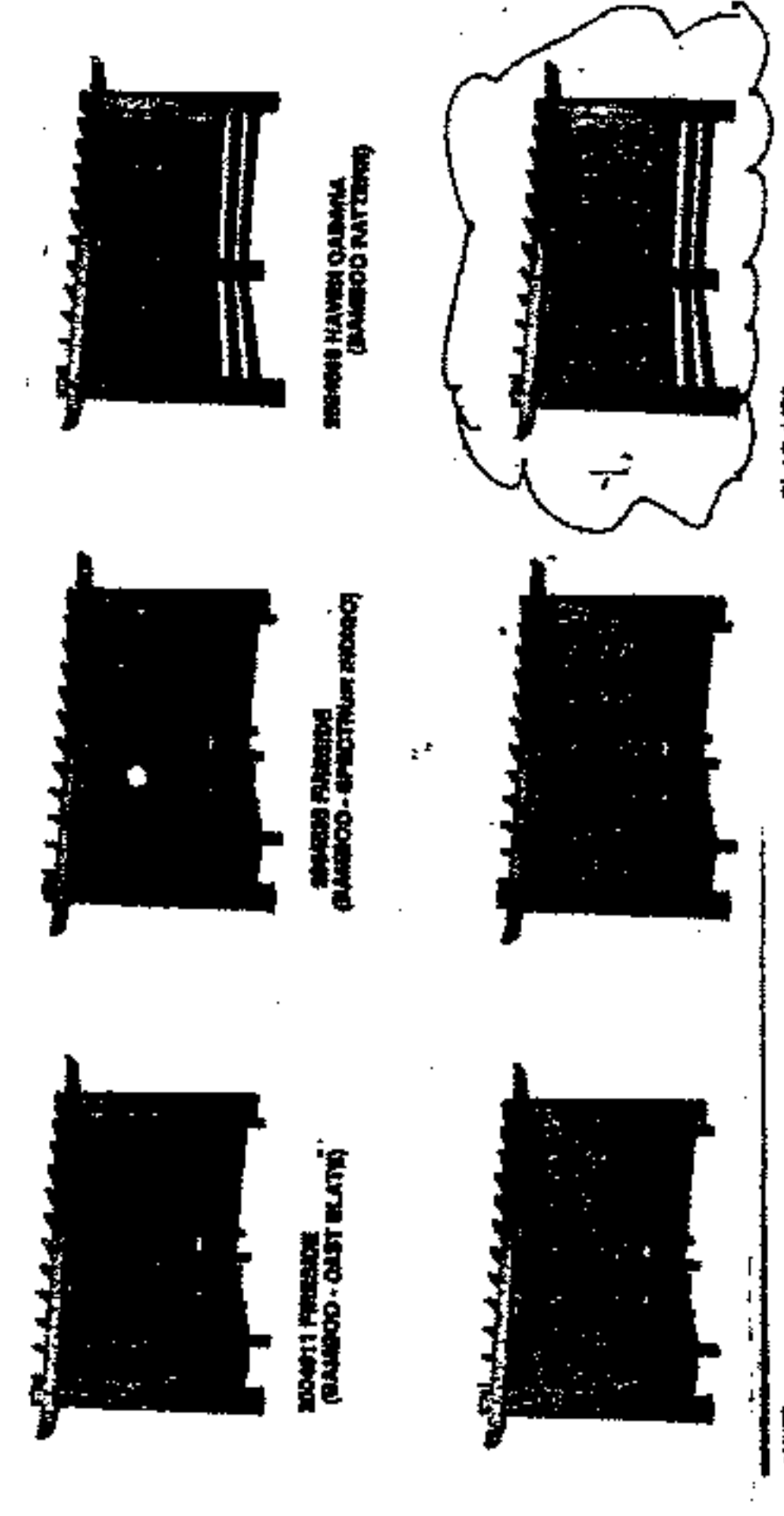


RECEIVED
SEP 21 2011
SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS
DIVISION OF PERMITS

NOTES
NEW TRAILS MINI MALLY ANCHORED TO
WALLS WITH ANCHORS AND BOLTS
OF TABLES W/ SURFACE MOUNTED
CHILDREN'S PLAY EQUIPMENT AND
NO OTHER WORK UNDER THIS PERMIT.

Backyard
Model # 2004511, 2004535,
2004542, 2004556,
2004558, 2004566

MANUFACTURED BY
Backyard Discovery
PO Box 100, Littleton, CO 80120

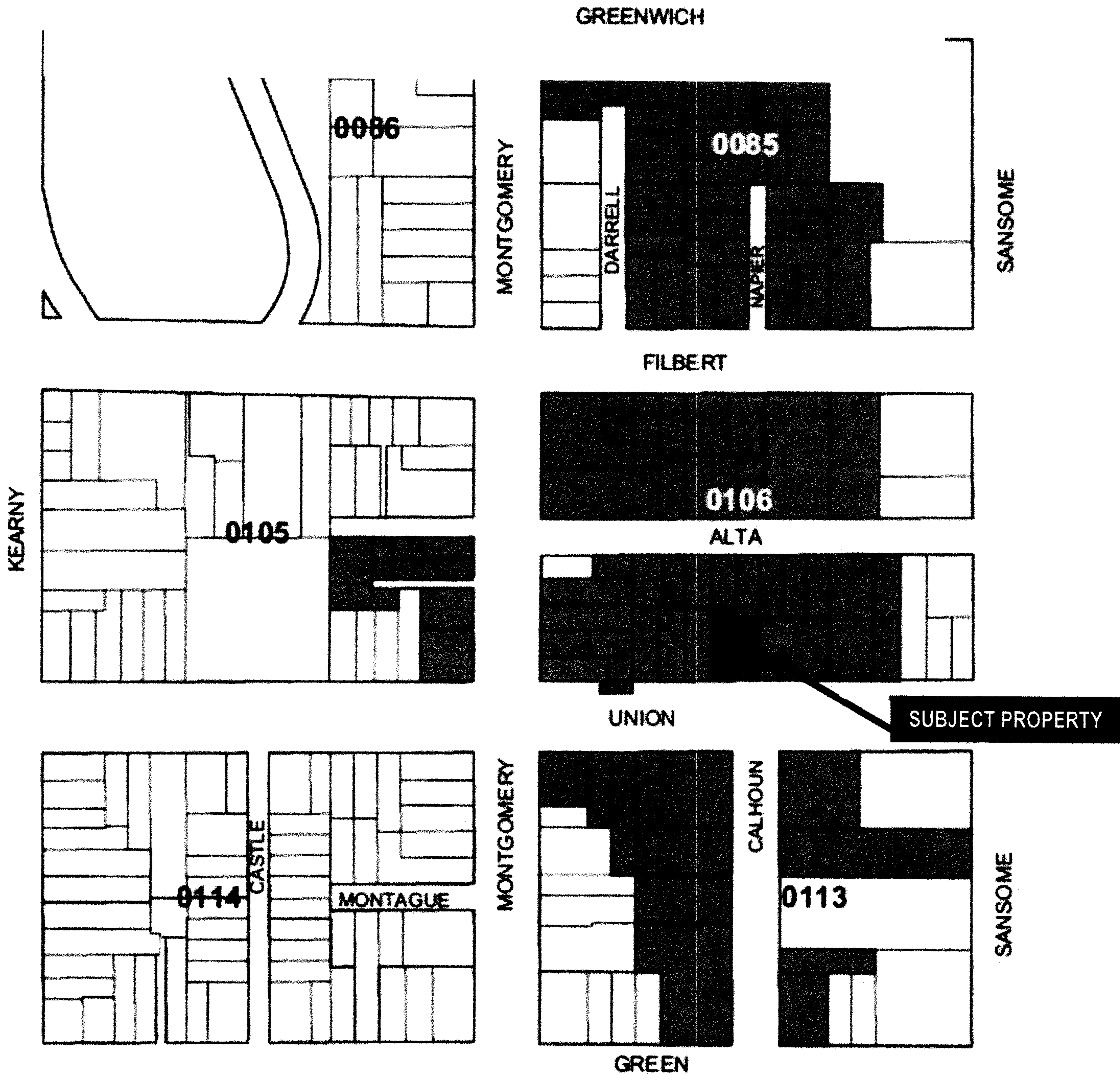


1 (E) Roof/Deck Plan
SCALE: 1/4" = 1'-0"

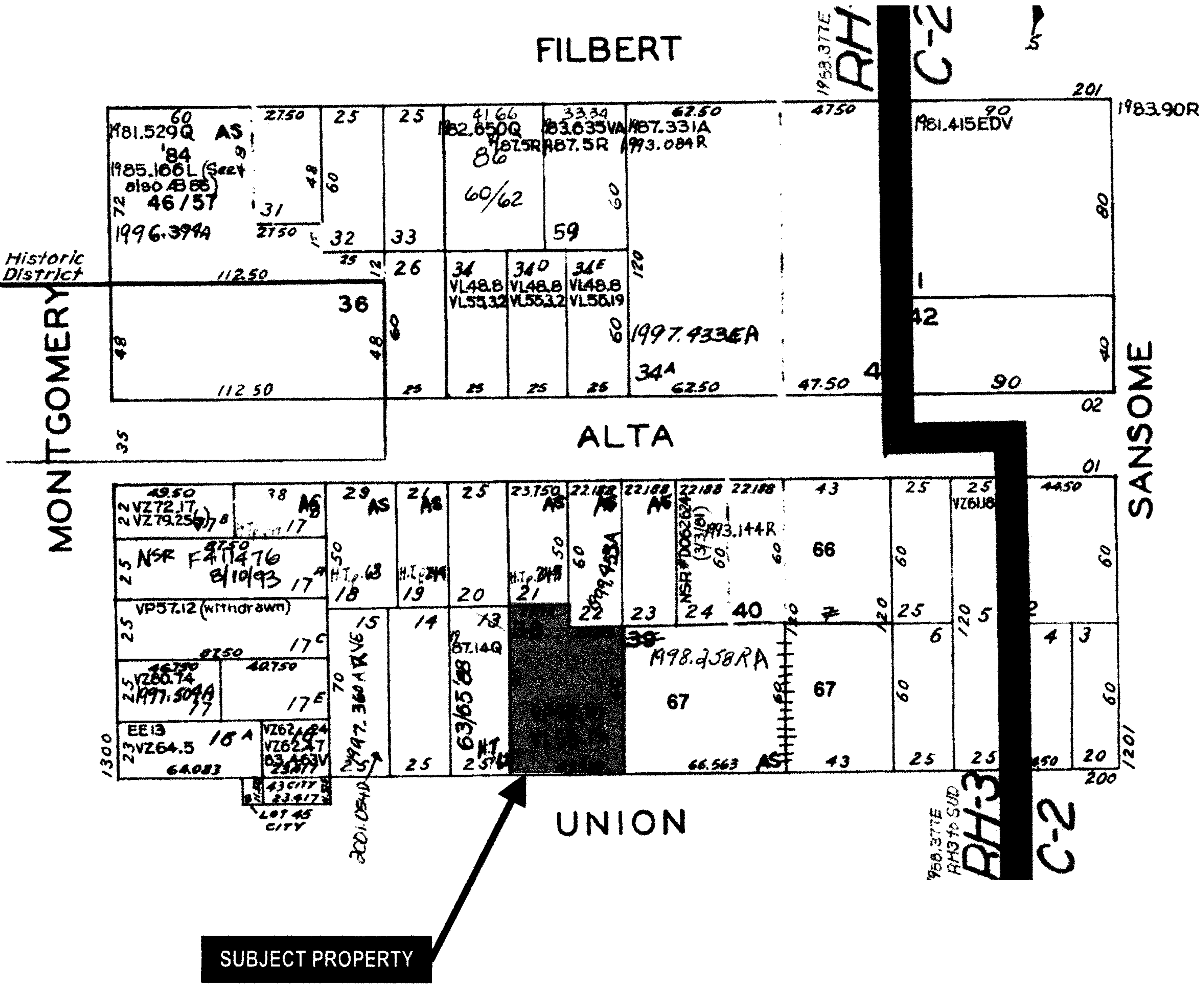
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**EXHIBIT B:
MAPS & SITE PHOTOS**

DISTRICT MAP: TELEGRAPH HILL LANDMARK DISTRICT



PARCEL MAP



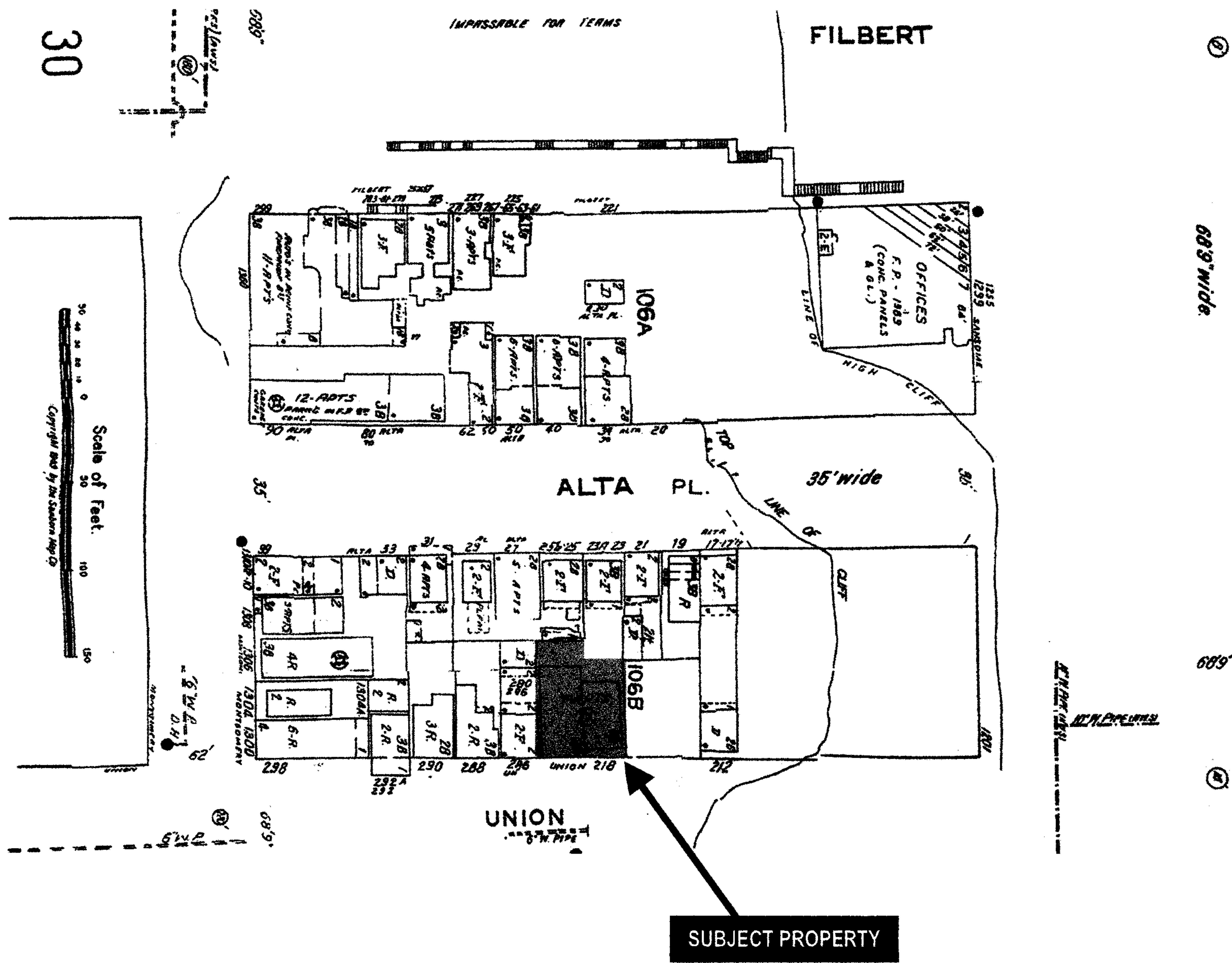
SUBJECT PROPERTY

Administrative Certificate of Appropriateness
 Case Number 2021-010163COA
 218 Union Street

**San Francisco
 Planning**



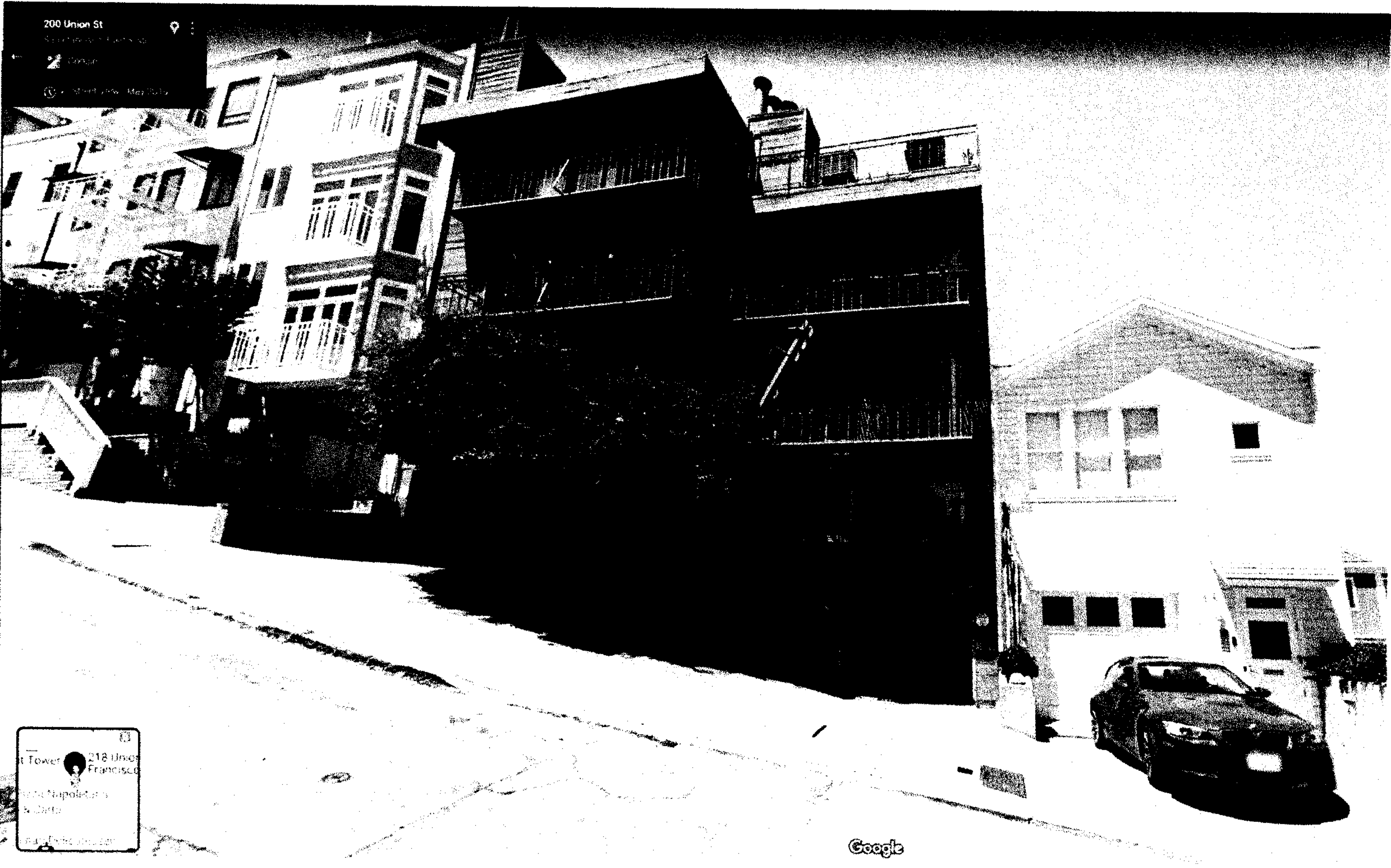
HISTORIC SANBORN MAP*



*The Sanborn Maps in San Francisco have not been updated since 1998, and this map may not accurately reflect existing conditions.



SITE PHOTOS



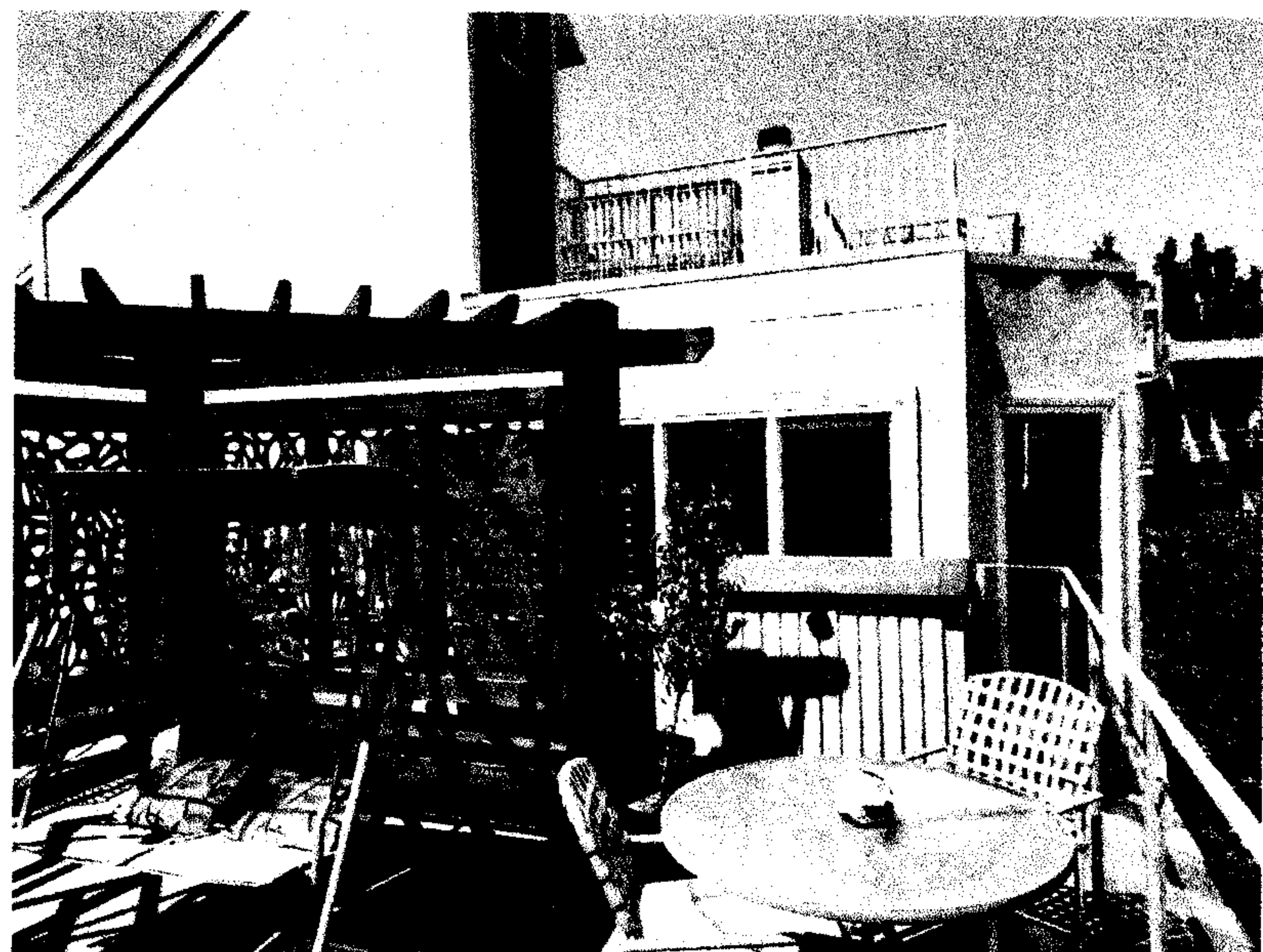
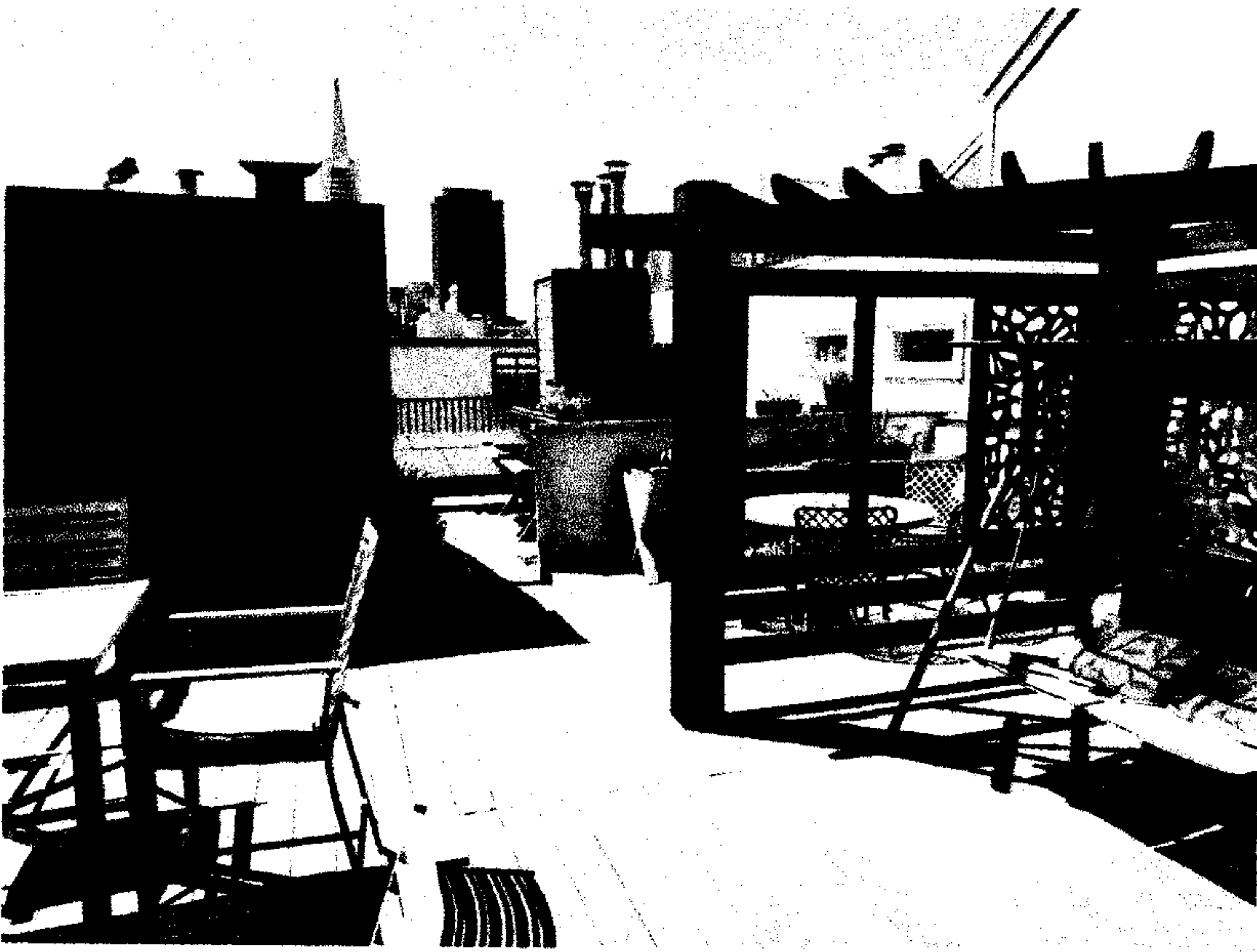
Administrative Certificate of Appropriateness
Case Number 2021-010163COA
218 Union Street

SITE PHOTOS



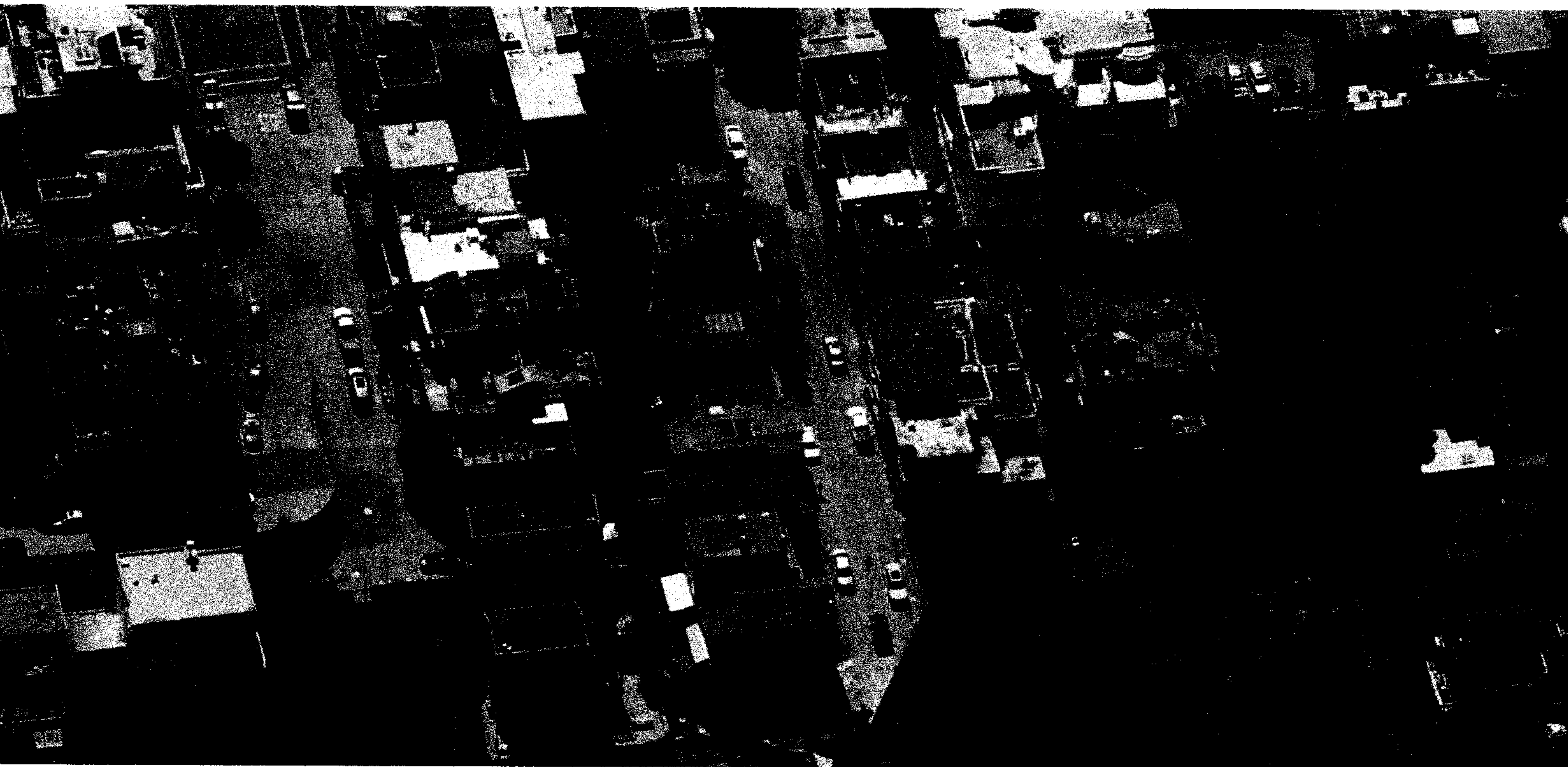
Administrative Certificate of Appropriateness
Case Number 2021-010163COA
218 Union Street

SITE PHOTOS



Administrative Certificate of Appropriateness
Case Number 2021-010163COA
218 Union Street

AERIAL PHOTO



SUBJECT PROPERTY

**San Francisco
Planning**



Administrative Certificate of Appropriateness
Case Number 2021-010163COA
218 Union Street

EXHIBIT B: PLANS

SITE PLAN

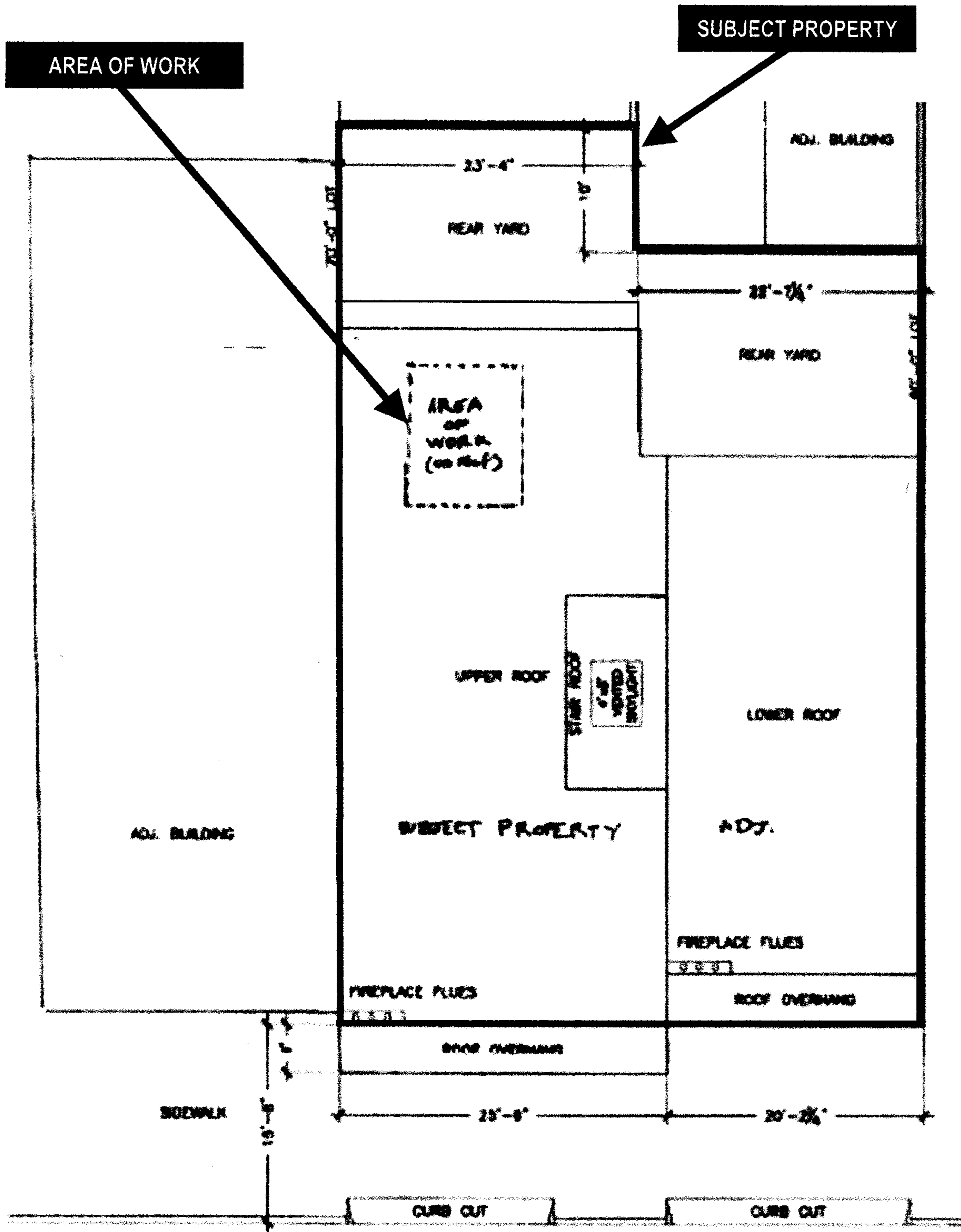


EXHIBIT 2

No.	DATE	REVISION

John Votruba
218 Union Street
San Francisco, CA 94133

Existing Roof/Deck Plan

John Votruba
218 Union Street
San Francisco, CA 94133

DATE: 02/24/15
DRAWN BY: J. JOHNSON
CHECKED BY: AS. SHIMADA
JOB: A1.0
SHEET: A1.0

NOTES

1. NEW TRELLIS MINIMALLY ANCHORED TO 4x4 sleepers under deck w/ 1/2 inch lag bolts (screws 100 lb or better attachment hardware) @ 2 posts of trellis.
2. Swing seating and children's play equipment to be free standing.
- No other work under this permit.

3. Structural Post Connection

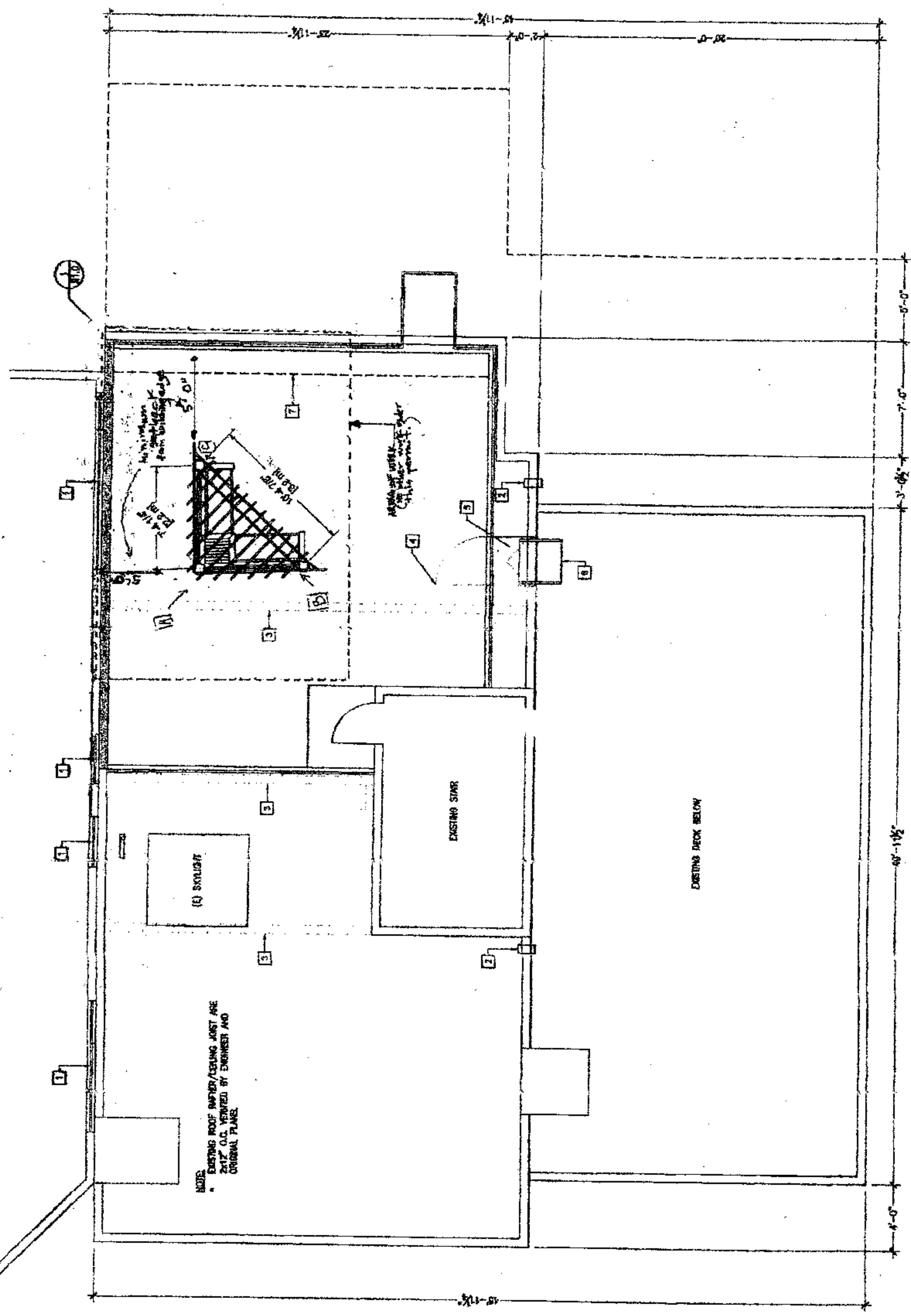
A-1-B+C / 2 PTBZ per post

Material	Quantity	Notes
2x4	10	PTBZ
2x6	10	PTBZ
2x8	10	PTBZ
2x10	10	PTBZ
2x12	10	PTBZ

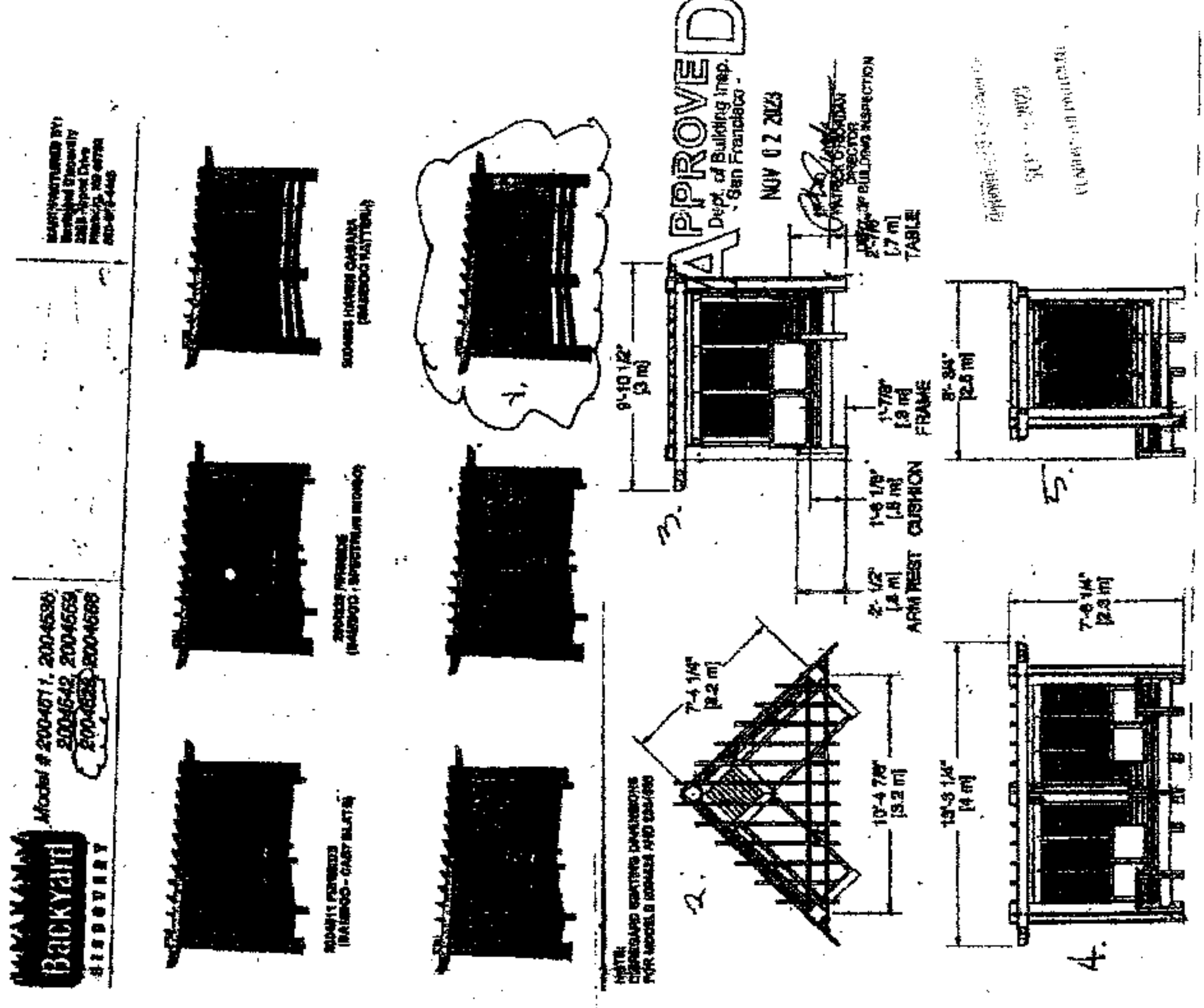


As shown
LAG SCREW
TO 4x4 SLEEPER

218 UPLOD ROOF DECK - LOCATED
PRIVACY TRELLIS



1 (E) Roof/Deck Plan
SCALE: 1/4" = 1'-0"



APPROVED
DATE: MAY 02 2015
BY: [Signature]



RECEIVED
MAY 27 2015
OFFICE OF THE CITY ENGINEER
SAN FRANCISCO

A1.0

EXHIBIT 3

AUTHORIZATION AND RECOGNITION

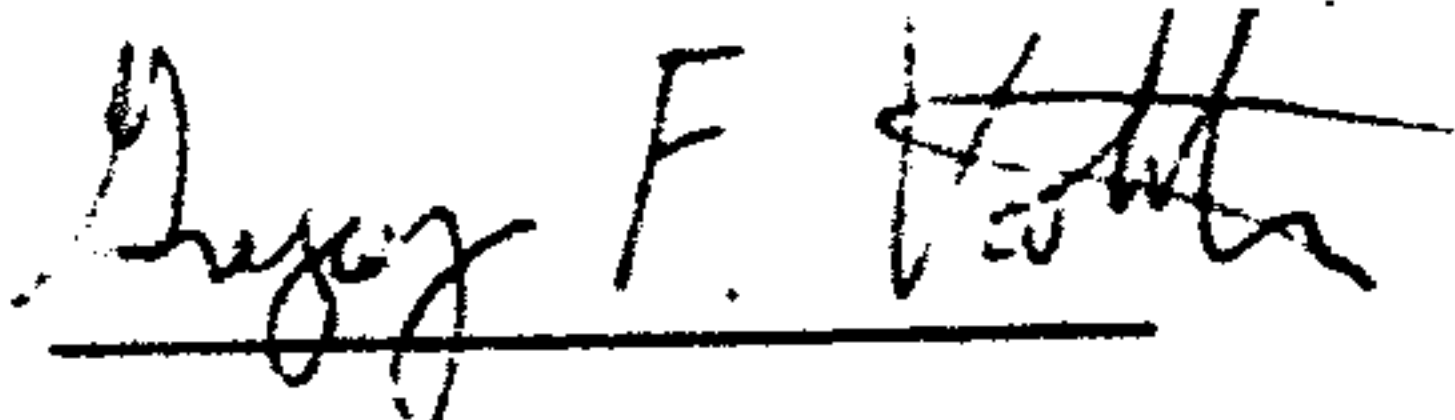
We, Kristofer Votruba and Gregory Votruba, each a holder of a 42.5 % interest as an owner under the Tenancy in Common Ownership Agreement ("TIC Agreement") governing 218 Union Street, San Francisco, CA 94133 confirm that our father, John Votruba, has been and is acting on our behalf as Agent for purposes of leasing and managing our apartments at 218 Union Street. We further continue to recognize John Votruba as the authorized Finance Manager and Acting Building Manager on behalf of the owners under the terms of the TIC Agreement.



Kristofer Votruba

27 NOVEMBER 2023

Dated



Gregory Votruba

27 November 2023

Dated

EXHIBIT 4

Rooftop planters

From: Eva Moore (evaruthmoore@gmail.com)

To: jvotrub@yahoo.com; jonnycmoore@gmail.com

Date: Saturday, March 21, 2020 at 09:32 AM PDT

Good morning!

I figured I could make some lemonade out of lemons and use this extra time we have at home to start a rooftop garden!

Could I use some of the planters on the roof?

What would you recommend planting? What have you had success with before?

Thank you, I hope you and your family are staying safe!

Best,

—

Eva Moore

Re: Rooftop planters

From: John Votruba (jvotrub@yahoo.com)

To: evaruthmoore@gmail.com

Date: Saturday, March 21, 2020 at 06:58 PM PDT

Great!

Sent from Yahoo Mail on Android

On Sat, Mar 21, 2020 at 1:17 PM, Eva Moore <evaruthmoore@gmail.com> wrote:

Yay! Thank you so much!

On Sat, Mar 21, 2020 at 12:07 PM John Votruba <jvotrub@yahoo.com> wrote:

Hi Eva,

You are welcome to plant what you would like in the planters. We have had vegetables and small fruit trees at one time. Though the spring does bring rain you need to water regularly in the summer due to heat. I have had water brought to the roof by hose from my deck and can do so again.

John

Hi Eva from Terry,

All planters, etc are for first come first served use. The dirt is in bags and may also be other places. Pls help yourself.

I used to grow apples the size of a man's fist up there. Sun is very strong. 218 ROOF IS A great GROWING PLACE.

Tomatoes from seed do really well. Seeds germinate

Check out GARDEN FOR the ENVIRONMENT on line SF Non Profit with good ideas.

We will set up watering hose when we return from Colorado where we are sheltering in place.

Terry

On Saturday, March 21, 2020, 09:32:18 AM PDT, Eva Moore <evaruthmoore@gmail.com> wrote:

Good morning!

I figured I could make some lemonade out of lemons and use this extra time we have at home to start a rooftop garden!

Could I use some of the planters on the roof?

What would you recommend planting? What have you had success with before?

Thank you, I hope you and your family are staying safe!

Best,

Re: Roof Deck

From: Eva Moore (evaruthmoore@gmail.com)

To: jonnymoore@gmail.com; jvotrub@yahoo.com

Date: Saturday, May 16, 2020 at 03:09 PM PDT

Does this work?

The storage box hasn't been moved, so it still blocks the opening and two of the planters are horizontal to block the back of the deck. The small bucket planters are also next to the swing to block child access to the back.

I would love to use the garden side as well!

I have cilantro, lavender, jalapeño, cucumber seeds, poppy seeds, sage, and strawberries ready to be planted!

I started moving some things around to make the back work table and planters more accessible.

Best,

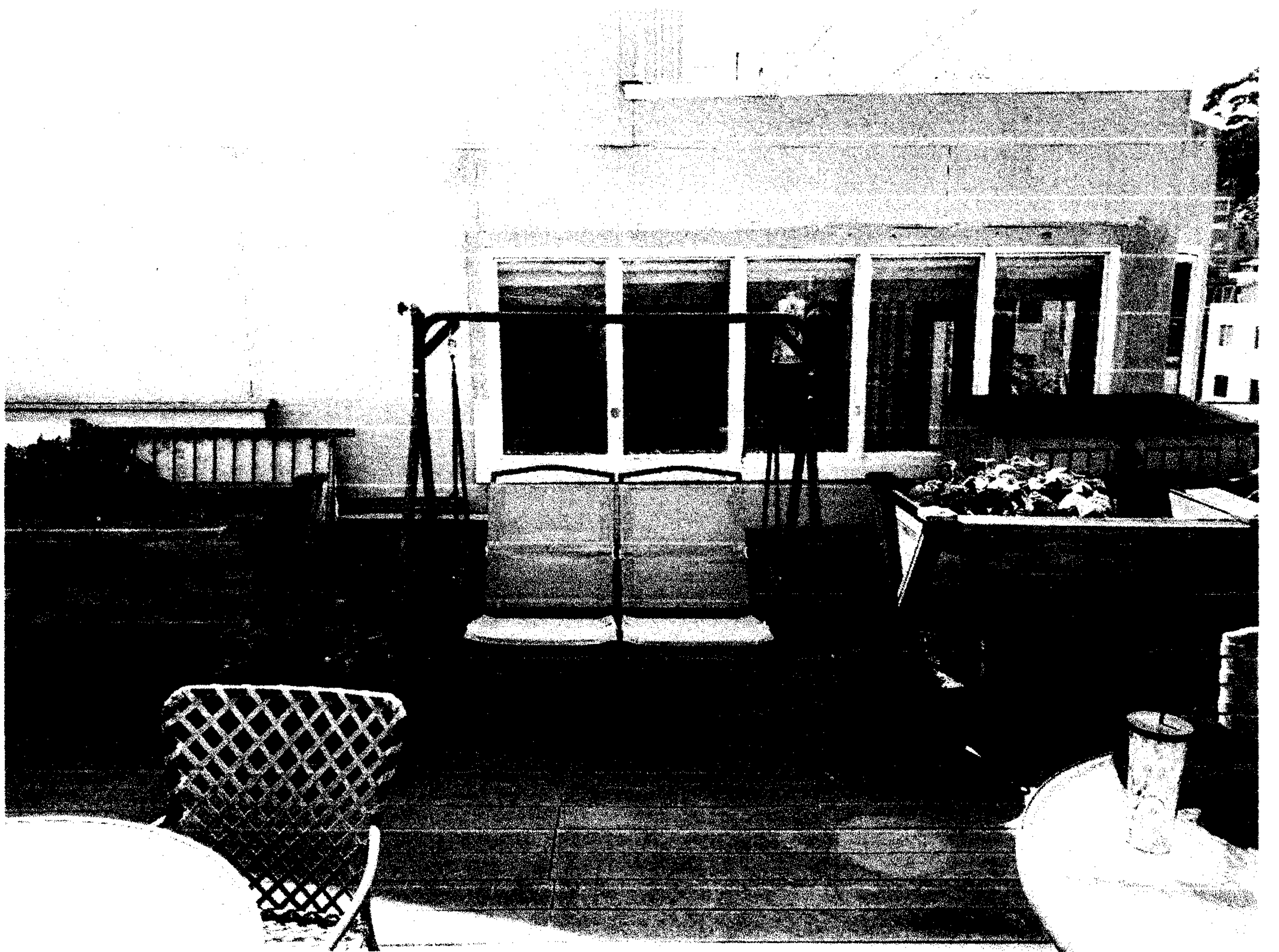
—

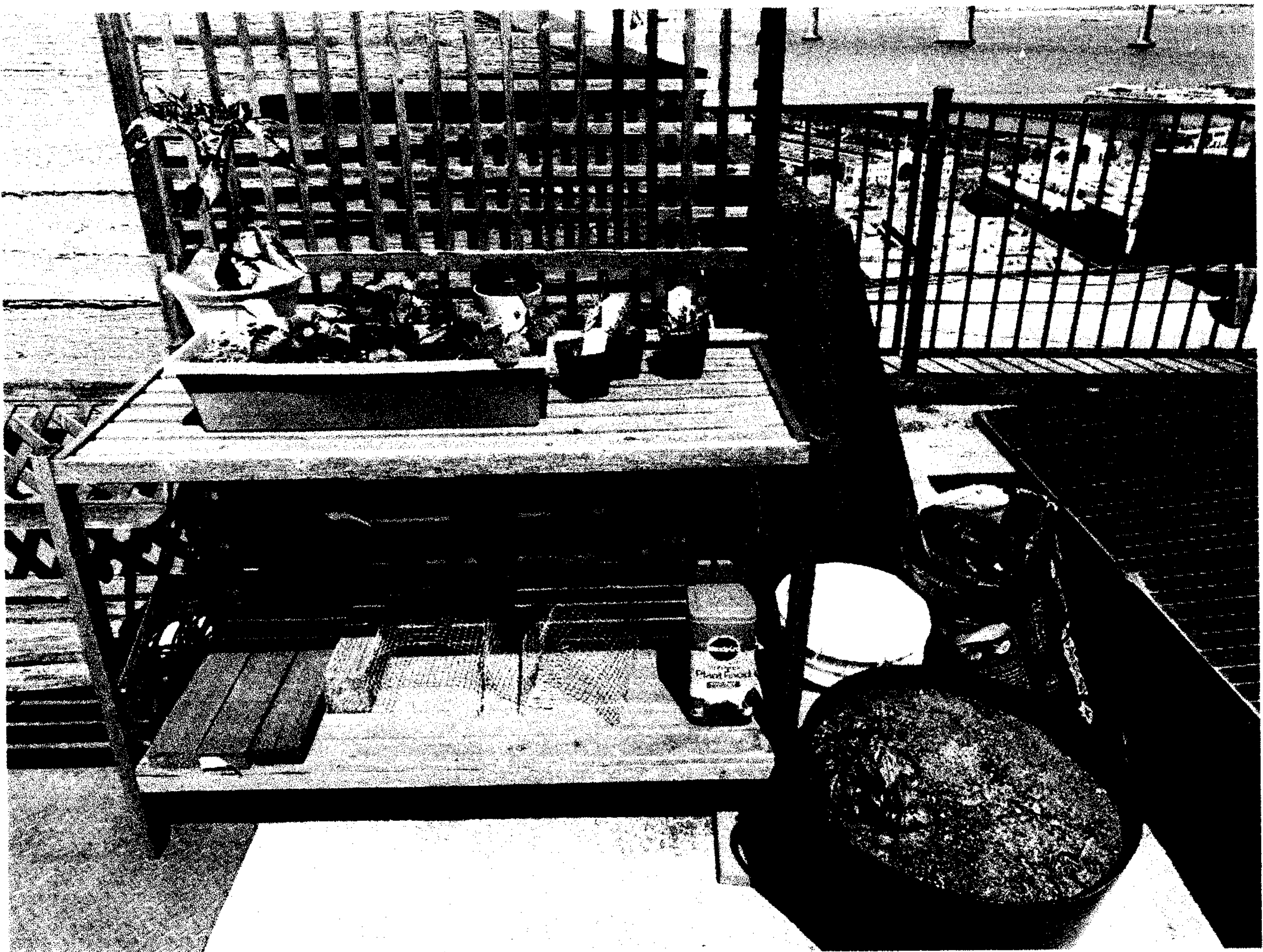
Eva











On Sat, May 16, 2020 at 11:40 AM John Votruba <john.votruba@yahoo.com> wrote:

LOOKS GOOD but need to move the planter boxes horizontally parallel back to about 1ft off the back wall. The storage box must be secure against the perpendicular fence. We have children in the building and the storage box keeps them safe.

The rest is fine. Did you want to do anything in the actual urban garden area to the south? We will be there probably Tuesday, maybe Monday

Tomorrow it rains.

I bought more hoses.

Cheers, Terry

[Sent from Yahoo! Mail on Android](#)

On Sat, May 16, 2020 at 10:41 AM, Eva Moore <eva.moore@gmail.com> wrote:

Happy Saturday,

Here is the deck post reorganization!
Thanks for letting me shift some things around!

Fw: Harassing Rooftop camera 280 Union by Bushra Khan

From: John Votruba (jvotrub@yahoo.com)

To: evaruthmoore@gmail.com; jonnymoore@gmail.com

Date: Wednesday, August 5, 2020 at 08:15 AM PDT

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "John Votruba" <jvotrub@yahoo.com>

To: "david.lazar@sfgov.org" <david.lazar@sfgov.org>

Cc: "duane" <dlfhome@earthlink.net>, "Kris Votruba" <votrubin@yahoo.com>, "Greg and Sila Votruba" <sgvotruba@yahoo.com>

Sent: Wed, Aug 5, 2020 at 2:26 AM

Subject: Harassing Rooftop camera 280 Union by Bushra Khan

Dear Commander and Deputy Police Chief Lazar:

Bushra Khan continues to harass and cause discomfort and fear for our tenants quiet enjoyment of their roof deck and urban garden.

Pls see below. We have had numerous other resident and guest complaints as well. This is the most current.

Cordially,
John Votruba

Sent from Yahoo Mail on Android

----- Forwarded Message -----

From: "Eva Moore" <evaruthmoore@gmail.com>

To: "John Votruba" <jvotrub@yahoo.com>, "Jonathan Moore" <jonnymoore@gmail.com>

Sent: Tue, Aug 4, 2020 at 7:18 PM

Subject: Rooftop camera

Hi,

When on the roof this evening we noticed the neighbors put another camera in their window facing the deck on the swing side.

Is that ok for them to do? It made us feel a bit uncomfortable.

Best,

—

Eva Moore

Re: Harassing Rooftop camera 280 Union by Bushra Khan

From: Lazar, David (POL) (david.lazar@sfgov.org)
To: jvotrub@yahoo.com; Robert.Yick@sfgov.org
Cc: dlhome@earthlink.net; votrubin@yahoo.com; sgvotruba@yahoo.com
Date: Thursday, August 6, 2020 at 01:14 PM PDT

John,

Thank you for your email. I have cc'd Captain Yick of Central Station.

Deputy Chief David Lazar
San Francisco Police Department
Investigations Bureau
850 Bryant Street Room 525
San Francisco, Ca 94103
(415) 553-1565

From: John Votruba <jvotrub@yahoo.com>
Sent: Wednesday, August 5, 2020 2:26 AM
To: Lazar, David (POL) <David.Lazar@sfgov.org>
Cc: duane <dlhome@earthlink.net>; Kris Votruba <votrubin@yahoo.com>; Greg and Sila Votruba <sgvotruba@yahoo.com>
Subject: Harassing Rooftop camera 280 Union by Bushra Khan

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

Dear Commander and Deputy Police Chief Lazar:

Bushra Khan continues to harass and cause discomfort and fear for our tenants quiet enjoyment of their roof deck and urban garden.

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From: "Eva Moore" <evaruthmoore@gmail.com>
To: "John Votruba" <jvotrub@yahoo.com>, "Jonathan Moore" <jonnycmoore@gmail.com>
Sent: Tue, Aug 4, 2020 at 7:18 PM
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Sent: Wednesday, August 5, 2020 2:26 AM
To: Lazar, David (POL) <David.Lazar@sfgov.org>
Cc: duane <dlhome@earthlink.net>; Kris Votruba <votrubin@yahoo.com>; Greg and Sila Votruba <sgvotruba@yahoo.com>
Subject: Harassing Rooftop camera 280 Union by Bushra Khan

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

Dear Commander and Deputy Police Chief Lazar:

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Pls see below. We have had numerous other resident and guest complaints as well. This is the most current.

Cordially,
John Votruba

Sent from Yung's Mail on Android

----- Forwarded Message -----

From: "Eva Moore" <evaruthmoore@gmail.com>
To: "John Votruba" <jvotrub@yahoo.com>, "Jonathan Moore" <jonnycmoore@gmail.com>
Sent: Tue, Aug 4, 2020 at 7:18 PM
Subject: Rooftop camera

Hi,

When on the roof this evening we noticed the neighbors put another camera in their window facing the deck on the swing side.

Is that ok for them to do? It made us feel a bit uncomfortable.

Best,

—

Eva Moore

Roof deck

From: Eva Moore (evaruthmoore@gmail.com)

To: jvotrub@yahoo.com; jonnycmoore@gmail.com

Date: Tuesday, August 18, 2020 at 07:23 AM PDT

Good morning,

The camera is still up and someone placed a chair blocking it, but she responded by shifting the camera. We are planning on contacting the police today.

Best,

—

Eva Moore

Re: Roof deck

From: Eva Moore (evaruthmoore@gmail.com)
To: jvotrub@yahoo.com
Cc: jonnymoore@gmail.com
Date: Tuesday, August 18, 2020 at 05:51 PM PDT

Thank you.

In a time when much of life is regulated (for good reason) having our home be monitored is disconcerting.

Do you have contact information for the Captain you mentioned before?

—
Eva Moore

On Aug 18, 2020, at 1:10 PM, John Votruba <jvotrub@yahoo.com> wrote:

Eva,

Thank you for the update. All others in the building have been bothered by her cameras.

If you would like to get a restraining order against Bushra Khan, the owner of 280 Union, you may deduct the court fees from next month's rent. It is important to file as soon after the incident as possible and mention your previous concerns.

Covid 19 and the stress you feel as an educator would make your case quite strong. The vegetable garden helps with that stress level and she is making you feel fearful and uncomfortable.

The police can make an appointment to make a statement to them that you can use against Bushra Khan. If you hire a lawyer, she would be paying your court costs and lawyer fees if the Court allows it. No need to reimburse us for court fees deducted from your rent.

Pls let us know. We are so sorry about her.

Terry and John

P.S.

Her lawyer has been George Benetatos. We believe he will not represent her in the future for various reasons.

We and others in the building are happy to be witnesses for you regarding other experiences.

[Sent from Yahoo Mail on Android](#)

On Tue, Aug 18, 2020 at 7:23 AM, Eva Moore
<evaruthmoore@gmail.com> wrote:

Good morning,

The camera is still up and someone placed a chair blocking it, but she responded by shifting the camera. We are planning on contacting the police today.

Neighbor matter

From: John Votruba (jvotrub@yahoo.com)

To: evaruthmoore@gmail.com; jonnycmoore@gmail.com

Date: Wednesday, December 30, 2020, 02:48 PM PST

Hi Eva and Jon,

The police are coming by to take your report shortly on the Khan activity and harassment with her cameras.

Thanks, John

[Sent from Yahoo Mail on Android](#)

EXHIBIT 5

DECLARATION OF JAMIE QUERUBIN

I, Jamie Querubin, declare as follows:

I have been a tenant at 218 Union Street in San Francisco since April 2013.

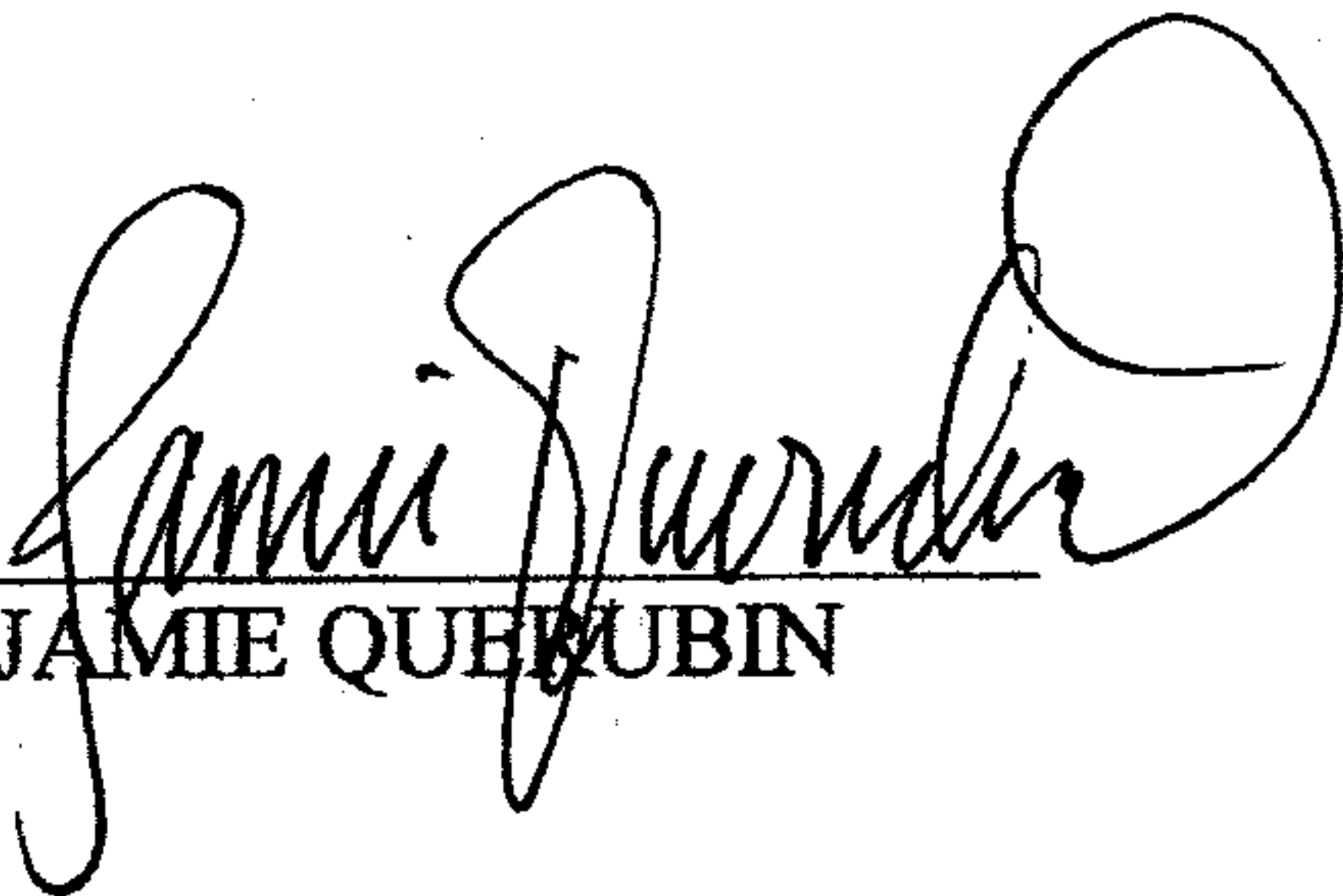
During this time John and Terry Votruba have been thoughtful, generous, and loyal landlords to my co-tenant Andrew Shen and to me. We are grateful to them for allowing us to call their building our home for the past six years.

When we first moved in, one of the most attractive parts of the building was the rooftop deck. And while we have enjoyed the deck over the years, recently this experience has been affected negatively by the actions of our neighbor. Their placement of cameras through their window and into our deck has been deeply disturbing when we have personal time on the deck, and especially when having friends and family over. Our choices have either been to deal with this invasion of privacy or rework the furniture on the deck, which takes up precious space in an already intimate setting.

We support John and Terry in their efforts to make this private space what it once was before actions by our neighbor.

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

Executed on October 18, 2019


JAMIE QUERUBIN

Bushra Kan et.al.

From: Martin Rohner (rohnmar747@yahoo.com)

To: jvotrub@yahoo.com

Date: Monday, January 28, 2019 at 08:10 PM PST

John and Terry,

I just wanted to let you know that Bushra Kan and her husband/boyfriend entered 218 Union St tonight just as we came home. Frisbie must have let them in as we can hear them all upstairs. The guilty look on their faces was priceless as we stared them down.

Both Val and I find it rather disturbing (and frankly disgusting) that the very same people that destroyed your property, give you a hard time and have a camera pointed at us when we go upstairs are being let into these premises by Frisbie. Maybe we too can claim that they are causing a hostile environment by coming here and that we feel threatened. But maybe most importantly, the audacity of them setting foot here is just unbelievable and inexplicable to us. Feel free to share this with your lawyers if need be.

Regards,
Martin, Val & Vivienne

EXHIBIT 6

SAN FRANCISCO SURVEYING COMPANY

201 HARRISON STREET STE. 828
SAN FRANCISCO, CALIFORNIA 94105
PHONE 415-321-9300
EMAIL SURVEYOR@SANFRANCISCOSURVEYINGCOMPANY.COM
WWW.SANFRANCISCOSURVEYINGCOMPANY.COM

DECLARATION OF SURVEY RESULTS FOR 218 UNION STREET, S.F., CA.

BUILDING HEIGHT OF 280-284 UNION STREET

ACCORDING TO ONLINE PLANNING DATA, THE BUILDING AT 280-284 UNION STREET IS IN A BULK AND HEIGHT DISTRICT 40-X. THE MAP FILED IN BOOK 27 OF CONDOMINIUM MAPS AT PAGES 91-96 STATES THAT ELEVATIONS ARE BASED UPON THE BENCHMARKS AT UNION STREET AND MONTGOMERY STREET. ONLY ONE OF THE FIVE BENCHMARKS LISTED BY THE CITY FOR THIS INTERSECTION WAS RECOVERED. THE BENCHMARK THAT WAS RECOVERED AND USED TO EXAMINE THE BUILDING HEIGHT AT 280-284 UNION STREET IS DESCRIBED AS FOLLOWS:

INTERSECTION UNION ST. ; MONTGOMERY ST. SOUTHEAST CORNER + CUT SOUTH SIDE LOWER CONCRETE STEP ELEVATION= 218.619. APRIL 1961

THE DATA COLLECTED IS ROUNDED TO THE NEAREST FOOT BECAUSE THE CITY HEIGHT STANDARDS ARE BASED UPON A STATEMENT OF ROUND FEET. THE TOP OF CURB ELEVATION AT THE SOUTHERLY PROLONGATION OF THE WEST PROPERTY LINE IS 194. THE TOP OF CURB ELEVATION AT THE SOUTHERLY PROLONGATION OF THE EAST PROPERTY LINE IS 189. THE MIDPOINT BETWEEN THESE 2 ELEVATIONS IS 191.5, ROUNDED TO 192. THE PARAPET ELEVATION IS 237. THE DIFFERENCE BETWEEN THESE 2 ELEVATIONS IS 45.

ACCESS TO THE ROOF WAS NOT OBTAINED AND THEREFORE THE ACTUAL HEIGHT PER ORDINANCE WAS NOT DETERMINED. THE ACTUAL PARAPET HEIGHT PER THIS SURVEY IS 236.72 AS COMPARED TO A MEASURED HEIGHT OF 236.81 PER 27 CM 91-96. THE MAPPING FOR 27 CM 91-96 SHOWS AN UNIMPROVED ROOF ELEVATION OF 233.57. THE DIFFERENCE BETWEEN THESE TWO ELEVATIONS IS 3.24. THEREFORE AN ESTIMATED ROOF HEIGHT MAY BE OBTAINED AT 41.76 OR FOR PLANNING PURPOSES 42.

BUILDING LOCATION OF 280-284 UNION STREET

A DILIGENT SEARCH WAS MADE FOR MONUMENTS SET PER 27 CM 91-96 AND NONE WERE RECOVERED. SHEET 2 OF 6 OF 27 CM 91-96 SHOWS THE BUILDING AT 280-284 UNION STREET TO BE ACROSS THE LINE AT THE TOP OF THE BUILDING IN THE FRONT BY 0.20' AND 0.26' MEASURED TO SIDING IN THE REAR. THIS SURVEYOR FOUND NO EVIDENCE TO DISPUTE THIS FINDING AND IS IN AGREEMENT WITH THE MAPPED LOCATION AS SHOWN. FURTHER THE

SAN FRANCISCO SURVEYING COMPANY

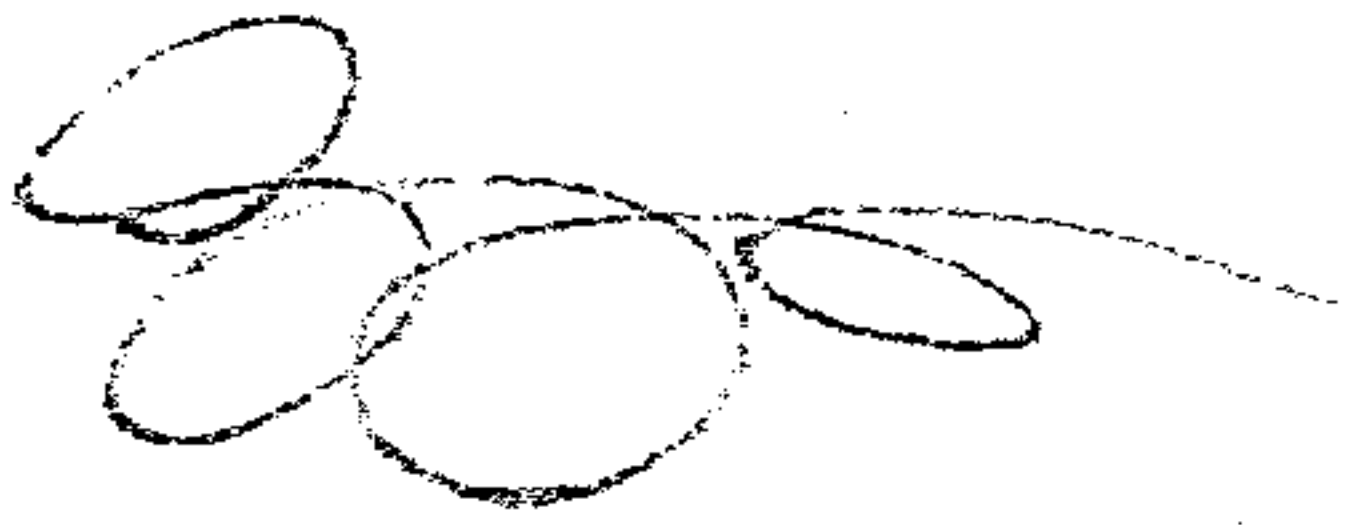
201 HARRISON STREET STE. 828
SAN FRANCISCO, CALIFORNIA 94105
PHONE 415-321-9300

EMAIL SURVEYOR@SANFRANCISCOSURVEYINGCOMPANY.COM
WWW.SANFRANCISCOSURVEYINGCOMPANY.COM

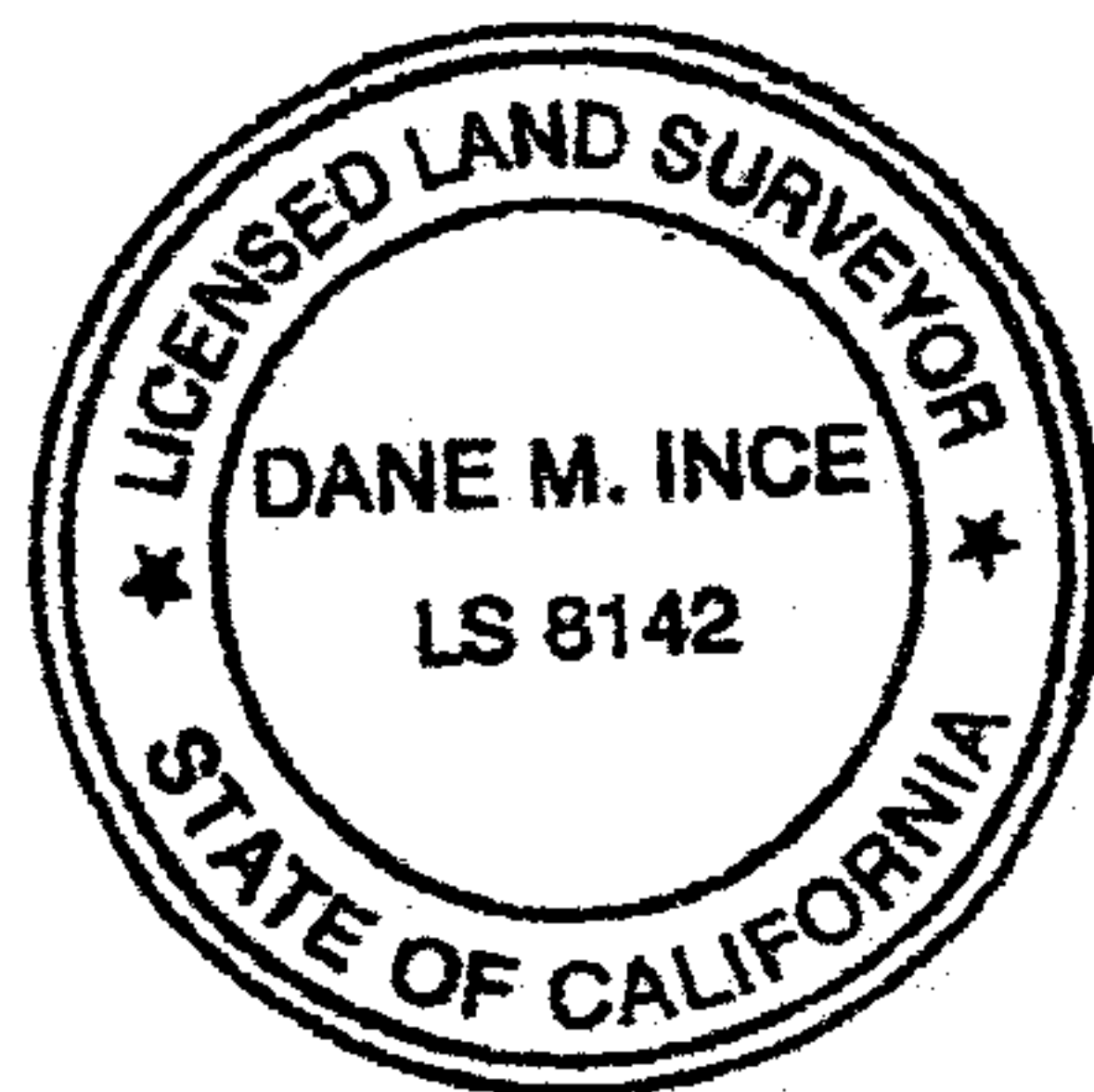
BUILDING LOCATION OF 280-284 UNION STREET

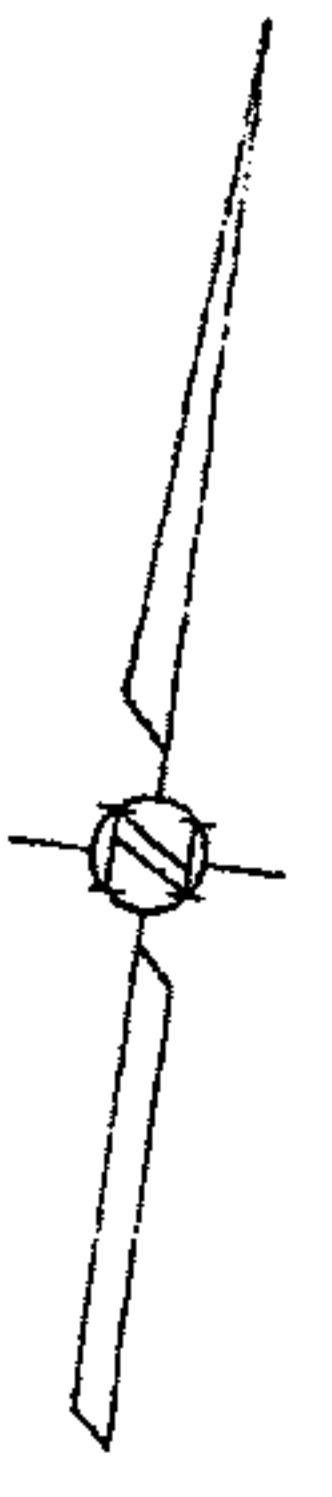
CONTINUED

OPINION OF THIS SURVEYOR IS THAT GENERALLY THE UPPER PORTION OF 280-284 IS OVER THE LINE BY 0.20' THROUGH OUT IT'S LENGTH AND THAT THE WINDOW TRIM EXTENDS BEYOND THE FACE OF BUILDING BY AN ADDITIONAL 0.06'. THE AVERAGE TOTAL BEING 0.26' OR APPROXIMATELY 3 INCHES.



DANE INCE LS 8142
DATED JULY 8, 2014





LOT 21

LOT 38

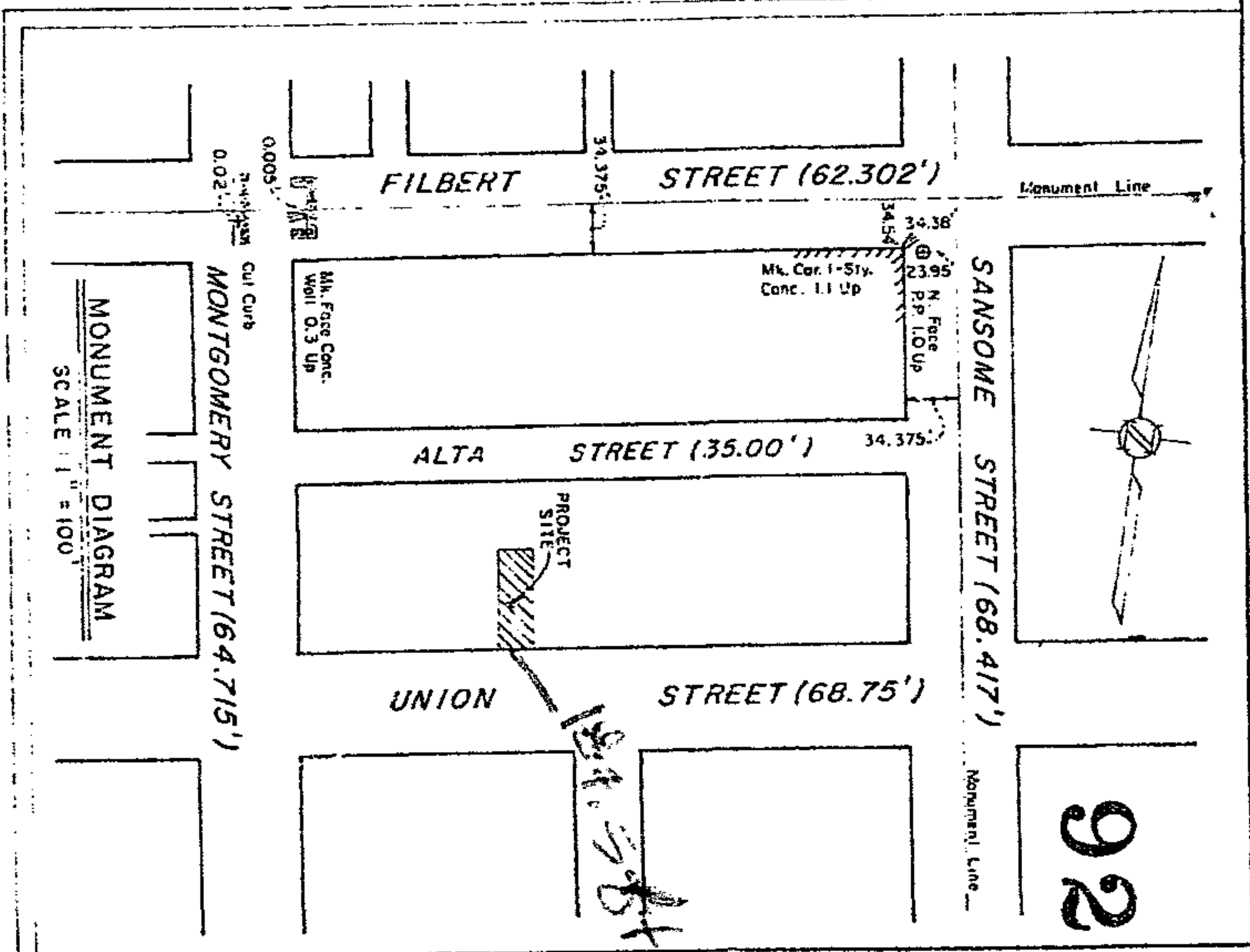
LOT 20

LOT 19

LOT 14

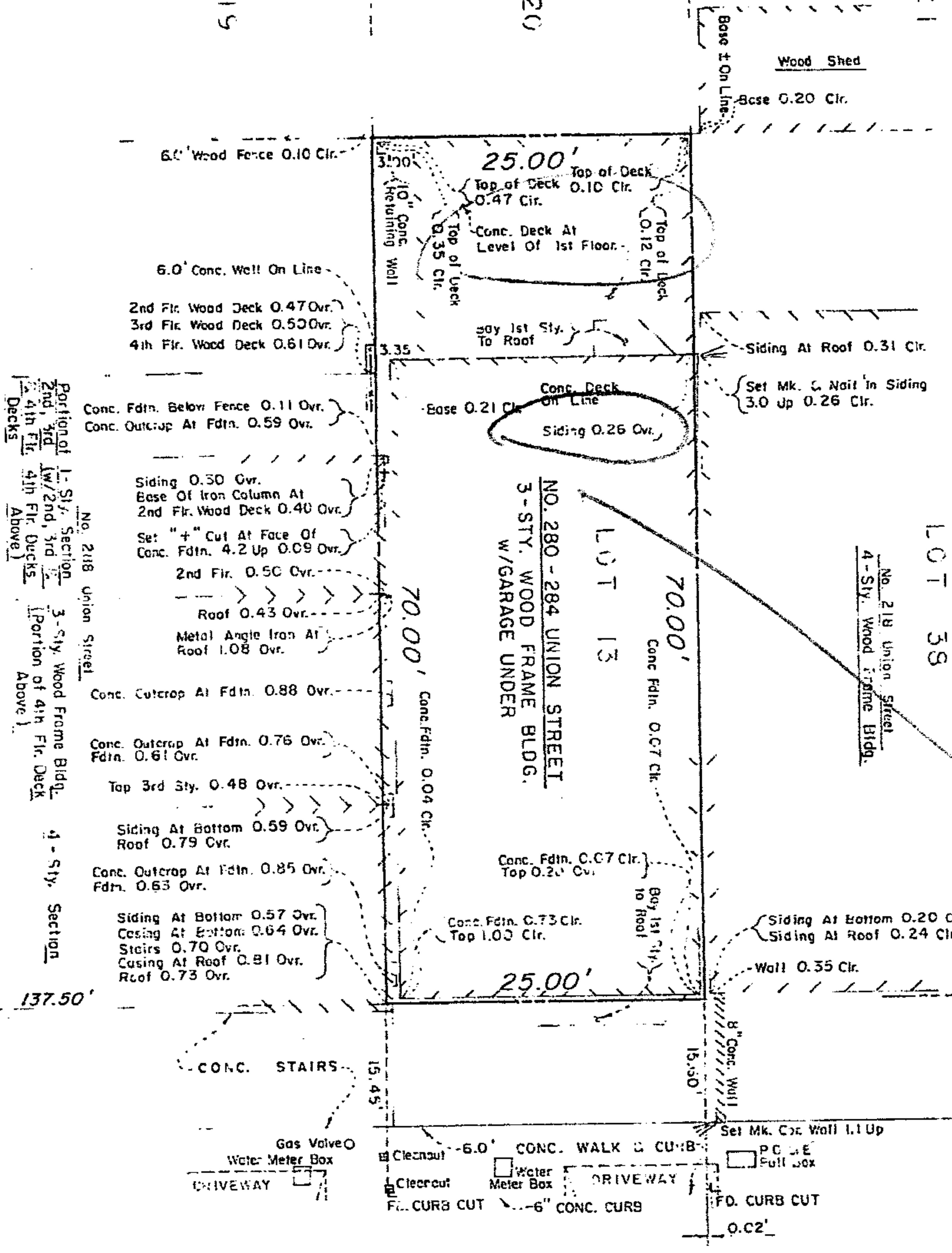
Easterly Line of Montgomery Street

UNION STREET



Handwritten signature or initials.

92



NOTES

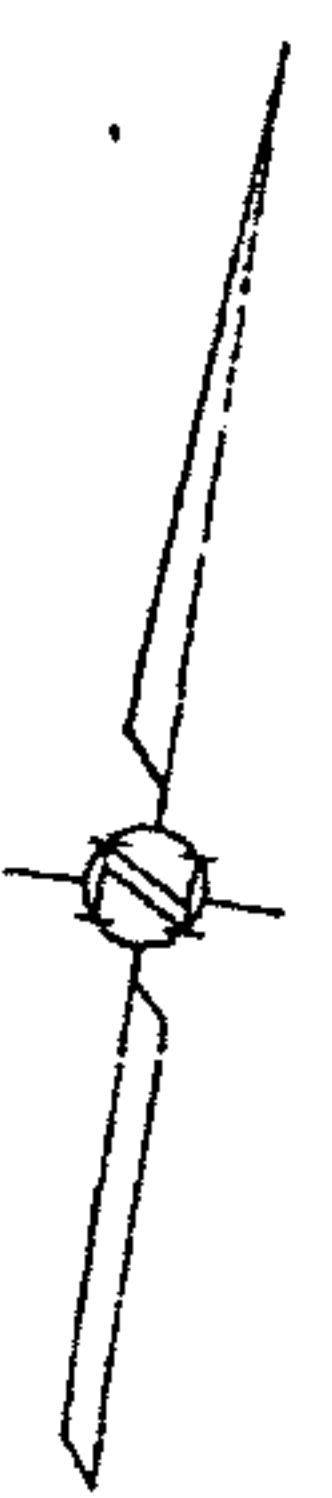
- (1) Surveyed in accordance with Chicago Title Insurance Company Preliminary Report No. 41558 dated August 20, 1986.
- (2) For the purposes of clarity, the details near property lines are not necessarily shown to scale.
- (3) All property line angles are 90°.
- (4) DATUM: City and County of San Francisco.
- (5) Easement by the adjoining private property is hereby noted, and it shall be the responsibility solely of the property owners involved to resolve any issue which may arise therefrom.
- (6) REFERENCE: Map No. 4, Index No. 50, Order No. 18549 M, on file at the City Engineer's Office.
- (7) BENCHMARKS: Located at the intersection of Union and Montgomery Streets on file in the City Engineer's Office.

(8) Easements into the public streets are allowed by permit, subject to restrictions set forth in Section 4504 and 4504.1 of the San Francisco Building Code.

280 - 284 UNION STREET

A CONDOMINIUM
 SAN FRANCISCO, CALIFORNIA
 BEING A SUBDIVISION OF REAL PROPERTY
 ON A PORTION OF 50 VAHA BLOCK NO. 44
 ALSO ASSESSOR'S BLOCK 106
TRONOFF ASSOCIATES - LAND SURVEYORS

560 PINE STREET
 SAN FRANCISCO
 392-3215
 SCALE: 1" = 8'
 FEBRUARY, 1987

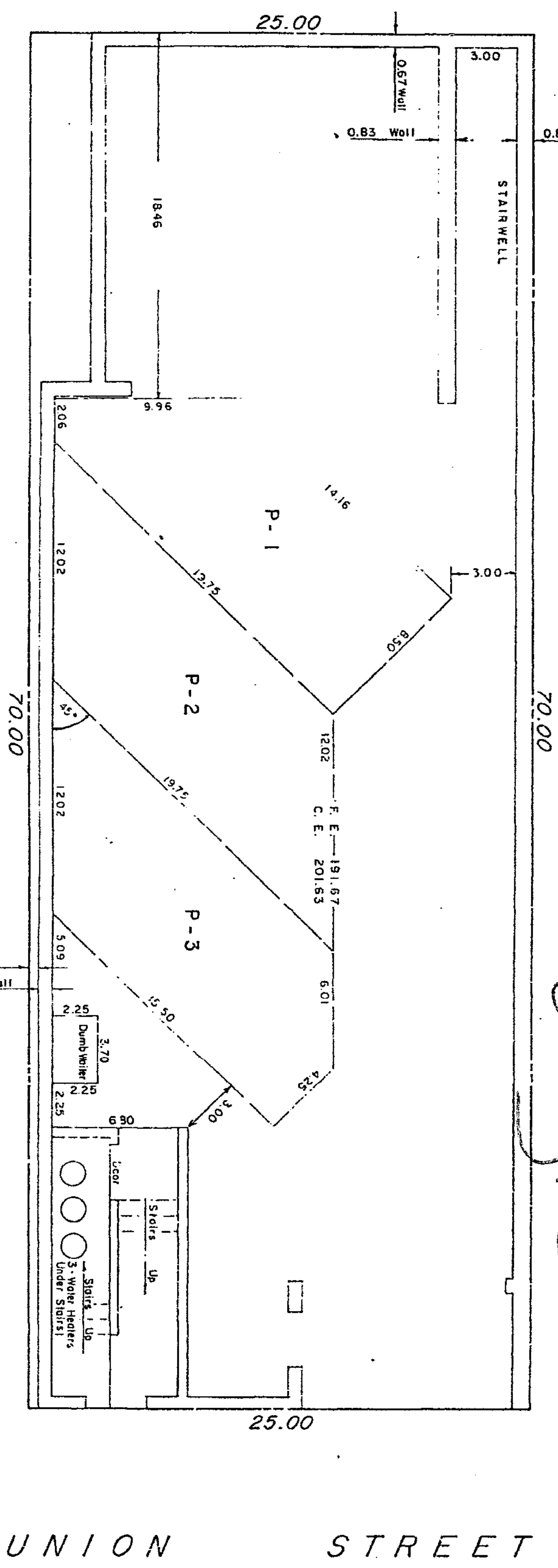


GARAGE

EXCLUSIVE COMMON AREAS
PARKING SPACES P-1, P-2 & P-3

*Above grade
on grade*

93



GENERAL CONDOMINIUM NOTES

- 280-284 UNION STREET is a condominium as defined in Section 1351(f) of the Civil Code of the State of California and the subdivision depicted hereon is subject to the provisions of the California Condominium Act, Title 6, Part 4, Division Second of the Civil Code.
- The entire subdivided property excepting Units 280, 282 and 284, is Common Area.
- The owner of each unit shall own an undivided interest in the Common Area. The percentage of interest is shown on this sheet.
- The term "Common Area" shall mean the entire project except all Units defined herein and as described in the "Declaration of Covenants and Restrictions".
- The term "Exclusive Common Area" shall mean that portion of the common area, the exclusive use of which is set aside, allocated to and reserved for a particular unit or units.
- The boundaries of each unit are the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and each unit includes both the portions of the building so described and the air spaces so encompassed.
- In interpreting deeds and maps the existing physical boundaries of a unit or of a unit reconstructed in substantial accordance with the map, the declaration, applicable laws or regulations then in effect, and the original plans for the unit and any amendments thereto, if such plans and/or amendments are available, shall be conclusively presumed to be the boundaries rather than the description expressed in the deed or map, regardless of settling or lateral movement of the structures and regardless of minor variances between boundaries shown on the map or in the deed and those of the unit.
- Parking spaces are "Exclusive Common Areas" and shall include parking areas as depicted on the map as P-1, P-2 and P-3. The allocation of the spaces shall be in accordance with the "Declaration of Covenants and Restrictions".
- Garden Area "GA-284" is an "Exclusive Common Area" allocated to Unit 284.
- The Roof Area described and depicted on the Map as "Roof-1" is an "Exclusive Common Area" allocated to Unit 280.

SCHEDULE OF COMMON AREA INTEREST

LOT NO.	UNIT NO.	% OF INTEREST
63	284	33-1/3%
64	282	33-1/3%
65	280	33-1/3%

LEGEND

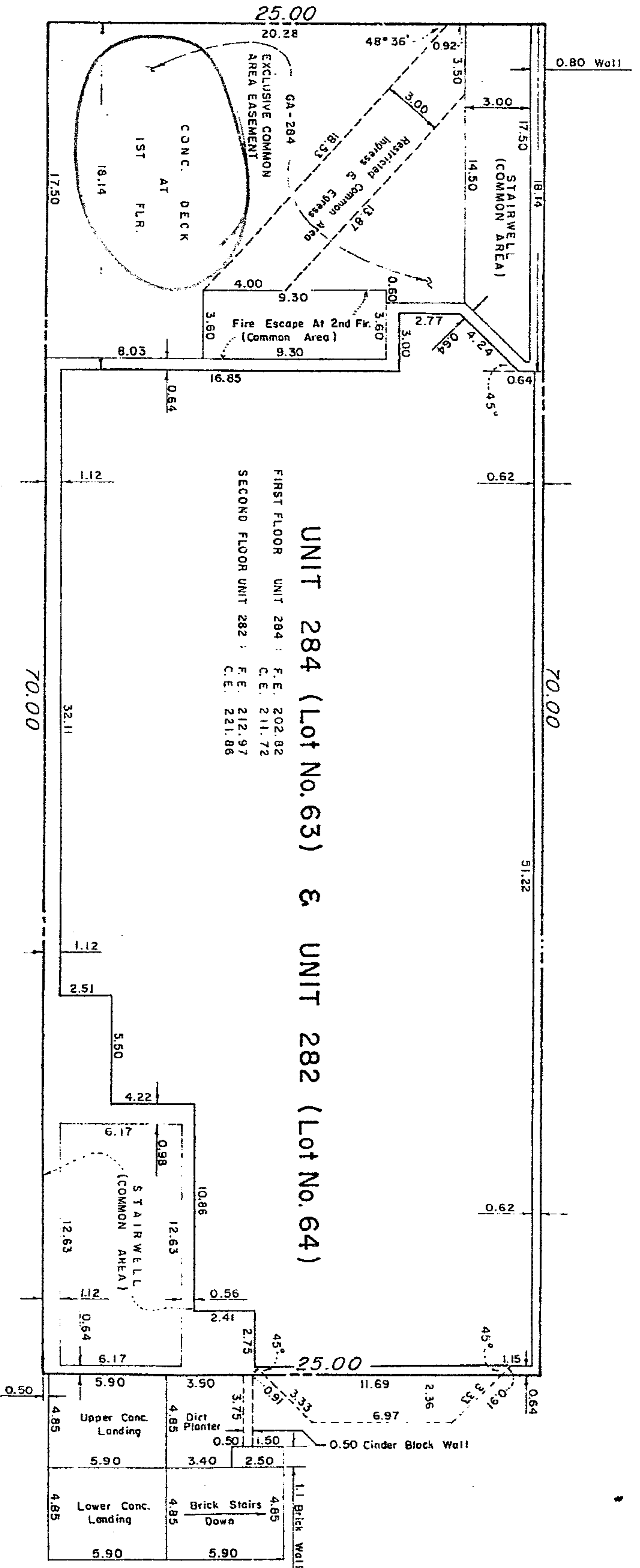
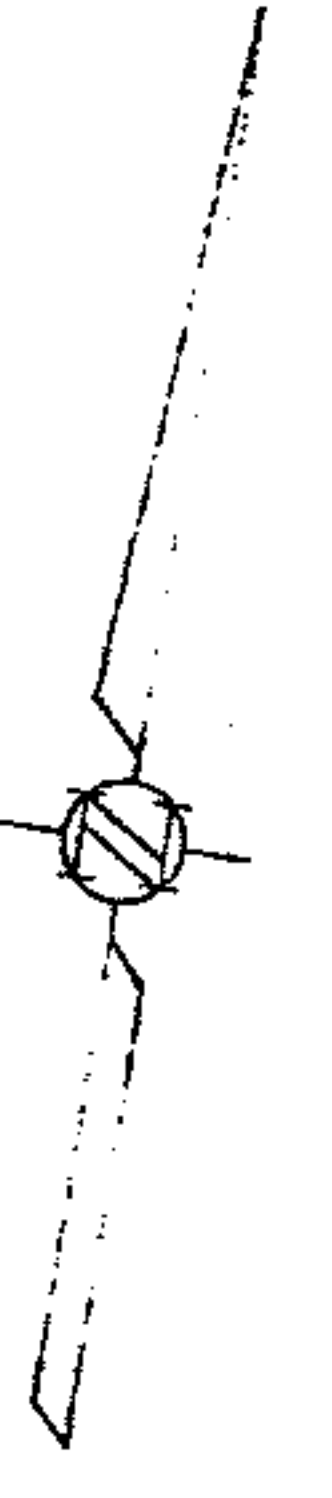
C.E.	=	Callling Elevation
Cfr.	=	Clear
Con.	=	Concrete
Cor.	=	Corner
F.E.	=	Floor Elevation
Fd.	=	Found
Fdn.	=	Foundation
Fir.	=	Floor
Mk.	=	Mark
Ovr.	=	Over
P.P.	=	Power Pole
Sty.	=	Sticky

280 - 284 UNION STREET

A CONDOMINIUM
SAN FRANCISCO, CALIFORNIA
BEING A SUBDIVISION OF REAL PROPERTY
ON A PORTION OF 50 VARA BLOCK NO. 44
ALSO ASSESSOR'S BLOCK 106

TRONOFF ASSOCIATES - LAND SURVEYORS
560 PINE STREET
SAN FRANCISCO
392-3215

SCALE: 1" = 4'
FEBRUARY, 1987



FIRST AND SECOND FLOORS

UNIT 284 (Lot No. 63) & UNIT 282 (Lot No. 64)

FIRST FLOOR UNIT 284 : F.E. 202.82
 C.E. 211.72
 SECOND FLOOR UNIT 282 : F.E. 212.97
 C.E. 221.86

UNION STREET

94

**MAP OF
 280 - 284 UNION STREET**

A CONDOMINIUM
 SAN FRANCISCO, CALIFORNIA
 BEING A SUBDIVISION OF REAL PROPERTY
 ON A PORTION OF 50 VARA BLOCK NO. 44
 ALSO ASSASSOR'S BLOCK 106
TRONOFF ASSOCIATES - LAND SURVEYORS
 560 PINE STREET SAN FRANCISCO
 392-3215
 SCALE: 1" = 4' FEBRUARY, 1987

EXHIBIT 7

BUILDING CODE REQUIREMENTS FOR Living Roofs

Disclaimer: This list of relevant code sections is not intended to grant permit approval, but should be consulted as a starting point to ensure that your living roof project adheres to relevant building codes. Additional or fewer code requirements may apply. Your living roof approval is ultimately subject to the discretion of the City and County of San Francisco.

General Description of Code Requirement	Specific Numeric Value (if applicable)	Reference Code Section
SIZE AND CLEARANCE		
1a. Maximum area of contiguous living roof.	15,625 sq. ft.	(CFC) 317.2
1b. Maximum length/width for any side of living roof area.	125 ft.	(CFC) 317.2
1c. Minimum separation between living roof areas.	6 ft.	(CFC) 317.2
2. Minimum separation between vegetation and building walls or rooftop mechanical equipment.	6 ft.	(CFC) 317.3
STRUCTURAL LOADING		
3. Weight of all living roof layers shall be considered as "dead load" and shall be computed on the basis of saturated soil.		(CBC) 202 (CBC) 1607.12.3.1
4. Minimum uniform live load for occupiable living roofs.	100 psf	(CBC) Table 1607.1
5. Minimum uniform live load for non-occupiable living roofs.	20 psf	(CBC) 1607.12.3.1
5b. Minimum concentrated live load for non-occupiable living roofs.	300 lbs	(CBC) Table 1607.1
FIRE SUPPRESSION		
6. Buildings with standpipe systems shall extend the system to the level of the living roof.		(CFC) 905.3.8
7. Supplemental irrigation shall be provided to keep plants alive and dry foliage to a minimum.		(CFC) 317.4.1
8. Excess biomass (i.e. overgrown vegetation, leaves, and dead plant material) shall be removed not less than two times per year.	at least 2X per year	(CFC) 317.4.2
EGRESS AND ACCESSIBILITY		
9a. In buildings 4 or more stories above grade, a stairway shall extend to the roof, with access through a stair penthouse.		(CFC) 1009.16.1
9b. For non-occupiable roofs, access is permitted through a roof hatch or trap door, and alternating tread device.		(CFC) 1009.16.1
10. An accessible path of travel shall be provided to occupiable living roof areas.	roof hatch area ≥ 16 sq. ft.	(CBC) 11B - 202.4
11. Minimum guard height around living roofs, and minimum opening size in guard so that a sphere may not pass through.	42 in. high guard, 21 in. diameter sphere	(SFBC) 1013.2 & 1013.3, exception #2

Acronyms: California Fire Code (CFC), California Building Code (CBC), California Plumbing Code (CPC), San Francisco Building Code (SFBC), San Francisco Planning Code (SFPC), Pounds per square foot (PSF), Feet (ft.), Square feet (sq. ft.), Inches (in), lbs (pounds)

EXHIBIT 8

Ronald Tom made a site visit to our roof and took photographs of the same.

Sincerely,

John Votruba

On Tuesday, October 29, 2013 2:39 PM, "Darmanin, John" <john.darmanin@sfgov.org> wrote:
Hello Mr. Votruba,

In reference to your email the answer is "YES" a fire department inspection should have been conducted as part of the DBI permit process for P/A no. 2010-0908-0424. The Fire Department reviewed and approved that permit application as well as the AB-009 equivalency associated with that permit application. Fire Department records show that the Fire Department did NOT conduct an inspection associated with this permit application. DBI records reflect that this permit application is "COMPLETE", which means that the permit application has been 'signed off' in conjunction with a final inspection.

Fire Department records in our ORACLE data base reveals that the fire district inspector did not conduct any inspections related to that permit application and did NOT sign off to authorize that permit to be closed or marked "COMPLETE". I would suggest that you contact the building inspection department and discuss what happened with them.

A review of our inspection records does show that there were two site inspections related to an inquiry from the residents of 218 Union Street. The inspection reference number is: 163061. The 2 inspections occurred on the following dates and were conducted by Fire Inspector General James (415-558-3374) and associated notes (in red) are as follows:

6/26/2013

Conducted site inspection of roof top of 218 Union street with residents concerning their issues of San Francisco Building Department Administrative Bulletin 009 and code compliance

7/10/2013

Email response letter to complainant;

A site inspection was conducted in response to the request from residents of 218 Union St. relating to filed building complaint regarding property lines openings for 280 Union not being in compliance with building code.

Openings at 280 Union Street as it relates to the roof top of 218 Union is not compliant with Administrative Bulletin 009 (Local equivalencies Item 3 and 4). The Administrative Bulletin 009 is a San Francisco city agency document which address the property line and opening issues on a case by case basis. The fire department recommendation is as follows:

- The owner of property at 218 Union or complainant submit plan with details complying with AB 009 for the San Francisco Building Department for official review .
- Plans include voluntary fire wall construction to remedy the required support of duct work and compliant window assembly

Feel free to call me should you have any additional questions.

Best regards.

Subject: Complaint 280 Union property line openings and AB 009
From: James, General (general.james@sfgov.org)
To: jvotrub@yahoo.com;
Date: Thursday, July 11, 2013 4:13 PM

A site inspection was conducted in response to the request from residents of 218 Union St. relating to filed building complaint regarding property lines openings for 280 Union not being in compliance with building code.

Openings at 280 Union Street as it relates to the roof top of 218 Union is not compliant with Administrative Bullentin 009 {Local equivalencies Item 3 and 4}. The Adminstative Bullentin 009 is a San Francisco city agency docuement which address the property line and opening issues on a case by case basis. The fire department recommendation is as follows:

- The owner of property at 218 Union or complaintant submit plan with details complying with AB 009 for the San Francisco Building Department for officially review .
- Plans include voluntary fire wall construction to remedy the required support of duct work and compliant window assembly

EXHIBIT 9

705.8 Openings in Exterior wall shall comply with Section 705.8.1 through 705.8.6.
Fire Separation Distance

Degree of opening Protection

Allowable Area

Fire Separation Distance (feet)	Degree of opening Protection	Allowable Area
0 to less than 3 ^{b, c}	Unprotected, Nonsprinklered (UP, NS)	Not Permitted
	Unprotected, Sprinklered (UP, S) ⁱ	Not Permitted
	Protected (P)	Not Permitted
3 to less than 5 ^{d, e}	Unprotected, Nonsprinklered (UP, NS)	Not Permitted
	Unprotected, Sprinklered (UP, S) ⁱ	15%
	Protected (P)	15%
5 to less than 10 ^{e, f}	Unprotected, Nonsprinklered (UP, NS)	10% ^h
	Unprotected, Sprinklered (UP, S) ⁱ	25%
	Protected (P)	25%
10 to less than 15 ^{e, f, g}	Unprotected, Nonsprinklered (UP, NS)	15% ^h
	Unprotected, Sprinklered (UP, S) ⁱ	45%
	Protected (P)	45%
15 to less than 20 ^{f, g}	Unprotected, Nonsprinklered (UP, NS)	25%
	Unprotected, Sprinklered (UP, S) ⁱ	75%
	Protected (P)	75%
20 to less than 25 ^{f, g}	Unprotected, Nonsprinklered (UP, NS)	45%
	Unprotected, Sprinklered (UP, S) ⁱ	No Limit
	Protected (P)	No Limit
25 to less than 30 ^{f, g}	Unprotected, Nonsprinklered (UP, NS)	70%
	Unprotected, Sprinklered (UP, S) ⁱ	No Limit
	Protected (P)	No Limit
30 or greater	Unprotected, Nonsprinklered (UP, NS)	No Limit
	Unprotected, Sprinklered (UP, S) ⁱ	Not Required
	Protected (P)	Not Required

For SI: 1 foot = 304.8 mm.

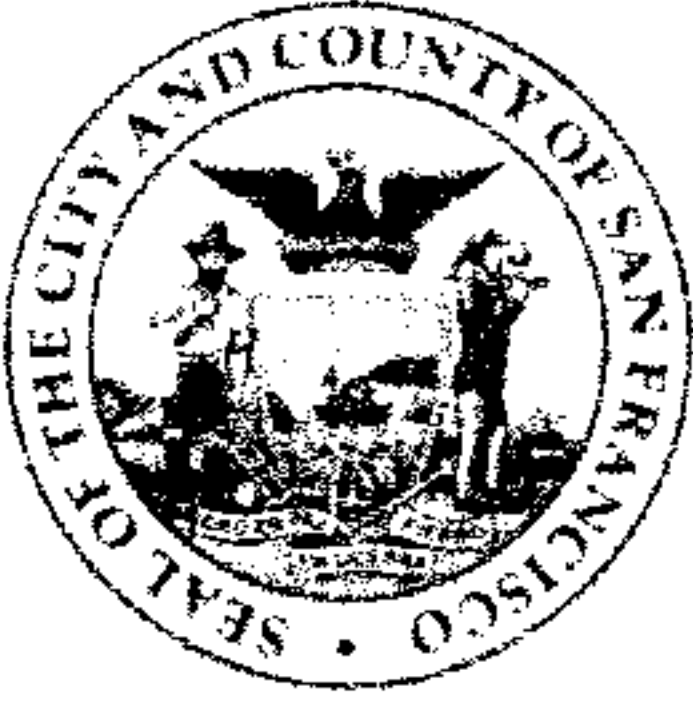
UP, NS = Unprotected openings in buildings not equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

UP, S = Unprotected openings in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

P = Openings protected with an opening protective assembly in accordance with Section 705.8.2.

- a. Values indicated are the percentage of the area of the exterior wall, per story.
- b. For the requirements for fire walls of buildings with differing heights, see Section 706.6.1.
- c. For openings in a fire wall for buildings on the same lot, see Section 706.8.
- d. The maximum percentage of unprotected and protected openings shall be 25 percent for Group R-3 occupancies.
- e. Unprotected openings shall not be permitted for openings with a fire separation distance of less than 15 feet for Group H-2 and H-3 occupancies.
- f. The area of unprotected and protected openings shall not be limited for Group R-3 occupancies, with a fire separation distance of 5 feet or greater.

EXHIBIT 10



**San Francisco
Planning**

ZONING ADMINISTRATOR BULLETIN NO. 4

Public Notification for Building Permits in Residential and Neighborhood Commercial Districts

Section 307 of the City Planning Code mandates the Zoning Administrator to issue and adopt such rules, regulations and interpretations as are in the Zoning Administrator's opinion, necessary to administer and enforce the provisions of the Planning Code. [Section 7.502 of the San Francisco Charter charges the Zoning Administrator with the responsibility of administering and enforcing the Planning Code.]

Date:
OCTOBER 2002
Reprinted:
OCTOBER 2018

Relevant Code Sections:
311 (Residential Permit Review Procedures for RH and RM Districts)
312 (Neighborhood Commercial Permit Review Procedures for all NC Districts)

Formerly known as: Zoning Administrator Bulletin No. 2002-01

Planning Code Section 311, adopted March 4, 1996, requires notice to neighbors and property owners for permits involving new construction, change of use, or building expansions in RH/RM Districts. This initiates a 30 day notification period for neighborhood review and comment to the Planning Department. Per Section 311, all building permit applications for new construction and alteration of residential buildings in RH and RM Districts are subject to this notification, with alteration defined as most changes of use in a residential building or an increase to the exterior dimensions of a residential building, except those features listed in Planning Code Section 136(c)(1) through 136(c)(24) and 136(c)(26). On January 15, 2001, Planning Code Section 312 extended similar notice requirements to projects in Neighborhood Commercial (NC) Districts.

The Zoning Administrator has issued a number of determinations intended to clarify what type of work on residential structures constitute "alterations" as intended by the section since its adoption in 1996. The Zoning Administrator issued a determination in the same month the ordinance was adopted that stated the general principal that "This subsection states that the notification requirement of this section shall apply to those residential building permits to change use or increase the exterior dimension of a residential building in RH and RM districts except for those features listed in Section 136(c)1 through 136(c)24 and 136(c)26. The Section 136 features referenced are minor additions, representing relatively small or no building volume, or are visually hidden by existing features such as parapets, etc. Since it appeared to be the intention of Section 311, and later 312, to exempt minor building features from notification, other features that don't increase the "envelope" of a building or other minor features may also be exempt from notification though not expressly mentioned as exempt by Sections 311/312. [A building's "envelope" is the theoretical cube into which the building would fit.]"

Since that time the Zoning Administrator has issued a series of interpretations addressing specific cases where it was not obvious under the language of the Code or the general principal expressed above, as to whether certain proposed work on residential buildings in an RH or RM district would constitute an "alteration" under Section 311 and 312. This Zoning Administrator Bulletin gathers together all such determinations made up to its publication date to provide further guidance to the public as to what type of alterations to existing residential structures might be deemed exempt from the notification requirement of Sections 311/312. This bulletin also provides information regarding notice requirements for 311/312 projects where other formal discretionary actions are to be taken with respect to the project such as conditional use authorization, variances, or discretionary review hearings.

Please note: but for two exceptions noted below, this Bulletin contains only a summation of previously adopted interpretations of the Zoning Administrator and is provided for the convenience of the reader. Further, the language presented in the Interpretations section of the Planning Code in full is controlling in the event of any apparent inconsistency between this summary and the original text.

Where prior interpretations have been superseded, we have listed only the currently "operative" interpretations.

Explanatory language that has been added to the Interpretation language as part of this bulletin is presented in italics.

311 and 312: Recent Legislation and Future Amendments

Code Section: 311/312

Subject: Notification Requirements in NC Districts in Supervisorial Districts 4 and 11.

Effective Date: 9/18

Ordinance 179-18, approved 7/27/2018, effective 8/27/2018, included amendments to Section 311 and the repeal of Section 312 that will become operative on 1/1/2019.

Ordinance 199-18, approved 8/10/2018, effective 9/10/2018, included additional amendments to Section 311, as amended by Ord. 179-18, regarding temporary notification requirements in NC Districts in Supervisorial Districts 4 and 11.

In accordance with Ord. 179-18, the Planning Code will not reflect the amendments to Section 311 or the repeal of Section 312 until 1/1/2019, and the provisions of these amendments will not be operative until that date. However, the substance of the amendments to Section 311, that are contained in Ord. 199-18 are in effect as of 9/10/2018, and upon that date the requirements of Section 312 shall be modified as stated below:

Notwithstanding subsection 312(c)(1), for NC Districts in Supervisorial Districts 4 and 11, building permit applications for a change of use to the following uses shall not be subject to the provisions of subsections 312(d)(2)-(3) and 312(e):

- Bar
- General Entertainment
- Limited Restaurant
- Liquor Store
- Massage Establishment
- Nighttime Entertainment
- Outdoor Activity Area
- Private Community Facility
- Public Community Facility
- Restaurant
- Tobacco Paraphernalia Establishment

These exceptions in Districts 4 and 11 will be in effect September 10, 2018 and will sunset on September 10, 2020 unless extended by the Board of Supervisors.

Note that as of January 1, 2019 the above modifications to notification procedures in NC Districts will be incorporated, along with the entirety of the provisions of Section 312, into an amended Section 311, and Section 312 will be repealed. **At that time, this interpretation shall no longer be in effect.**

311 Notification Exemptions

Code Section: 311(b)

Subject: Building permit notification, exemptions

Effective Date: 3/1996

This subsection states that the notification requirement of this section shall apply to those residential building permits to change use or increase the exterior dimension of a residential building in RH and RM districts except for those features listed in Section 136(c)1 through 136(c)24 and 136(c)26. The Section 136 features referenced are minor additions, representing relatively small or no building volume, or are visually hidden by existing features such as parapets, etc. Since it appeared to be the intention of Section 311 to exempt minor building features from notification, other features that don't increase the "envelope" of a residential building or other minor features may also be exempt from notification though not expressly mentioned as exempt by Section 311. [A building's "envelope" is the theoretical cube into which the building would fit.] Such features are listed below. These exemptions refer only to the initial notification of a building permit application required by Section 311(b)2. They do not exempt notification of parties for any public hearing to consider the project. [Note: bold print has no significance other than as an aid in finding the appropriate feature.]

4/1996: Since many building features listed in Section 260 are similar to the exemptions of Section 136,¹ certain Section 260 features will also be exempt from the notification requirement. They are:

- Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself, including chimneys, ventilators, plumbing vent stacks, panels or devices for the collection of solar or wind energy and window-washing equipment, together with visual screening for any such features.
- Skylights and dormer windows unless they are large, or a size that effectively increases ceiling heights and building volumes.
- Ornamental and symbolic features of public and religious buildings and structures, including towers, spires, cupolas, belfries and domes, if they are part of a project that has recently required notice under conditional use authorization.
- Railings, parapets and catwalks, with a maximum height of four feet.
- Open railings, catwalks and fire escapes required by law, wherever situated.
- Unenclosed seating areas limited to tables, chairs and benches and associated open railings up to 42" high.
- Flagpoles and flags, clothes poles and clotheslines, and weather vanes. (Radio and television antennae where permitted as accessory uses if less than 3 meters in diameter.)

DORMERS & WINDOWS

Dormer windows are exempt from the neighborhood notice requirements of Sections 311 and 312 if they conform to the criteria established in Zoning Administrator Bulletin No. 3, which is based on an interpretation from April 1996 stating that they may be exempt only when they, along with all other features exempt from the height limit and notification on a building collectively do not exceed 20% of the roof area; and when each dormer is limited to a plan dimension of 8 feet by 8 feet, is setback at least 3 feet from the side property line and 10 feet from the front building wall and, at its highest point is no higher than the peak of the roof nor 10 feet above the height limit, whichever point is lower. All dormer windows, even if exempt from neighborhood notification, must be consistent with relevant design guidelines (i.e. Residential Design Guidelines).

"FILL-INS"

4/1996: The filling in of the open area under a cantilevered room or room built on columns is exempt only if the height of the open area under the room does not exceed one story or 12 feet. The exemption does not apply to space immediately under a deck nor to space under a room known to be illegal.

¹ The list of Section 260 features exempt from 311/312 notification is selective rather than all inclusive. Thus, features that are specifically identified in Section 260 but excluded from the list of 311 exemptions should be assumed to require notification unless otherwise noted.

Urgent-Building Commission Topics' Reply

From: John Votruba (jvotrub@yahoo.com)

To: patrick.oriordan@sfgov.org

Cc: angusmccarthy@sbcglobal.net; sonya.harris@sfgov.org

Date: Monday, February 22, 2021 at 10:43 AM PST

Hello Patrick,

I wanted to make clear that no one should be under the illusion that the Board of Appeals Jurisdictional Request hearing of 9/12/2012 had anything to do with resolving any lot line windows issues, it instead being a hearing on why we, as requesters, were late in appealing the permit as described on the hearing summary included below.

Effect of Board of Appeals Jurisdictional Request hearing of 9/12/2012. Requesters, John and Teresa Votruba, Property: 280 Union Street, Permit Holder: Bushra Khan

- 1) First, The board of appeals Rule under section 10 (a): "After the appeal period has expired, the Board lacks jurisdiction except in extraordinary cases where the Board finds that the city intentionally or inadvertently caused the requester to be late in filing the appeal." Also, the board instruction sheet states: Your testimony to the board should focus on the reason(s) you did not file on time, and why the Board should allow a late filing in your situation. Consequently, no resolution of the Requesters appeal of the building department of the 280 Union lot line windows permit (201009080424) is to be expected or was achieved at this hearing. Requesters had received no notice whatsoever of the issuance of the permit by the building department or of the HPC public hearing in connection therewith.
- 2) At the hearing, Mr. Sanchez relates: "there is no neighborhood notification under the planning code"; a certificate of appropriateness does not have neighborhood notification at the time we reviewed this application [February of 2011]; at the hearing before the planning commission there was no notice requirement. It was just something that would appear on the agenda and that was a consent item and approved on consent."
- 3) These statements contradict then existing Planning Department Code Section 1006.3 providing that: Notice of the time, place and purpose of the hearing shall be given by the [Planning] Department when an application for a Certificate of Appropriateness has been filed and a public hearing is to be held.
- 4) Deceitfully, the HPC Draft motion heard on January 19, 2011 in the Preamble states: WHEREAS, on January 19, 2011 the Commission conducted a duly noticed public hearing on the current project, Case 2010.0934A ("Project") for its appropriateness." On the same hearing date the HPC in its Case Report under PUBLIC/NEIGHBORHOOD INPUT, we find: "The department has received no public input on the project at the date of this report. Of course not, because no notices were sent to the public and particularly to the directly affected Requesters at 218 Union or to the 280 Union neighborhood.
- 5) The three Commissioners each decided that after hearing Mr. Sanchez and Mr. Joseph Duffy, who could not under board procedures be rebutted, that the city did nothing wrong.
- 6) Irrespective of whether Planning Department failed to comply with the existing code requiring notice, the fact that it went on to admit no notices went out and further not needed, is clearly the reason the City intentionally caused the Requesters to be late and deprived Requesters the fundamental right to be at the hearing and present reasons why its property is impacted negatively under the fire and life safety provisions of AB-009.
- 7) The result is that there have been no hearings whatsoever on the 280 Union Permit issued under AB-009, including building department failure to see that the bulletin's conditions were met and which continue not to be met, or that the final inspection by Inspector Donal Duffy on March 21, 2011 did not include a required fire department inspection of the window assemblies and sprinklers required under AB-009 (under separate permit) or that the permit was issued without this inspection. This was as notified by SFFD Lieutenant John Darminan on October 29, 2013, a year and a half later at my request. There is a letter to Director Tom Hui who turned this matter over to you. Should you need this review of any part of the record, it will be provided to you and the BIC.

8) You might recall that at a separate unrelated hearing you provided to the board a Certificate of Final Approval of the 280-284 building construction yet forgetting to mention that all 280 Union lot line windows facing east were marked out and deleted from 1986 approved 280 to 284 building plans

I also in a separate email include an attached scan of conformed for recording recent letter to Ms. Khan which details a few of the continuing violations of the fire safety conditions required under AB-009, as well as requesting removal as allowed per code section 23.47. The Records Office has asked for your review and assistance with this.

In summation, the point here is not about timing, but about why the need for a special consideration permit without conditions as occurred, when there were so many competing issues which have never been vetted, except by the Civil Grand Jury (2013) who ordered a revision of the way you do business without proper controls in issuing permits. This is what my issue is about with BIC members who are already concerned about corruption at DBI and are looking into individual cases such as ours.

I do not think BIC which has now asked for public comment from us will be happy to hear about what occurred. They will see that your obvious preference to your colleagues' judgement over common sense attention to Code is deeply troubling, especially with regard to health and safety concerns and previous 218 Union permitting, all legal and required by DBI. The idea that this permitting was done mistakenly is delusional.

Your department's continuing refusal to bring all plans to the attention of everyone involved is without merit and only demonstrates how entrenched old policies are in the process of "transparency" which has been non existent, except for the efforts of Ron Tom and Mark Walls, both highly regarded for their knowledge.

In short, DBI sent plans to HPC and Planning that they knew did not qualify for special consideration, because there were existing conditions in place and known to exist in neighboring 218 Union DBI plans and files that had not been addressed.

The buck stops here. Your DBI is expected to send plans that must comply to your standards to Planning. After many years of trying to figure out what happened, the answers are only clearer, as we understand what was allowed to happen under the Tom Hui period from 2010-2020, the time period of this problem.

DBI should follow the paper trail of your own Department, eliminate bias, and reduce the power of senior inspectors to dominate and control review into ruthless violations of discretion. This is what our 3 minute presentation will be about. It well deserves an hour in conference with Commissioners reviewing plans, photos, and documents with our input. It is noted that Christine Gasparac does not read plans, so many Commissioners may need help as well. We have spent hundreds of hours on this endeavor and can quickly show where errors occurred.

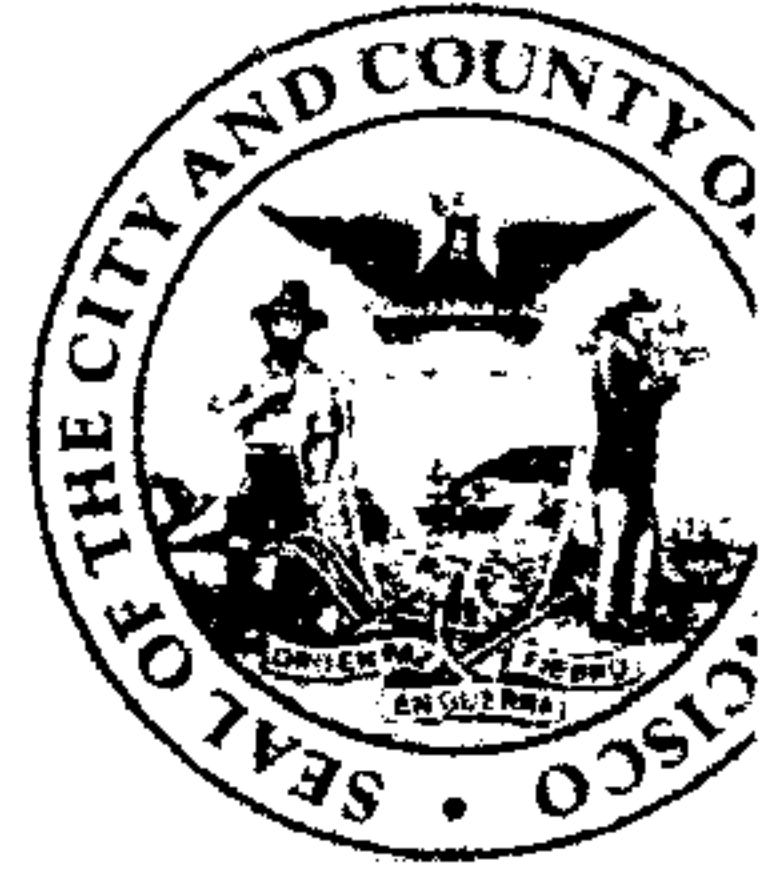
However, we need all the plans, not for our personal use but for transparency. Without these plans everyone will have an insufficient understanding that this is not a lot line issue. This is a safety issue and quiet enjoyment issue for 7 resident families.

There is no indication that your comments to BIC thus far have contributed to the mission of DBI to provide a full picture of what can happen. It has only shown that DBI wants to exert power where it does not belong.

Cordially,

John Votruba.

CITY AND COUNTY OF SAN FRANCISCO
CIVIL GRAND JURY



November 18, 2013

John Votruba
218 Union Street, No. 7
San Francisco, CA 94133

Dear Mr. Votruba:

Thank you for submitting your suggestion for an investigation by this year's Grand Jury. It will be presented to the members for consideration as a whole or as a segment of a related subject or department.

Please know that strict confidentiality rules do not permit us to advise you of our decision as to which subjects we will pursue. Those rules serve to protect those we interview, giving them the confidence to confide information that we would not otherwise receive.

We very much appreciate your bringing this matter to our attention, thereby joining us in our goal of improved city/county government.

Sincerely,

A handwritten signature in cursive script that reads "Elena Schmid".

Elena Schmid
Foreperson

EXHIBIT

11

G. HAMILTON HAUCK
218 UNION STREET 1
SAN FRANCISCO CA 94133-3523
(415) 399-0270 (VOX) (415) 399-0130 (FAX)
hamzlaw@sbcglobal.net

MEMORANDUM

DATE: 5/13/02

TO: ALL TIC OWNERS

RE: SOME PERSONAL OBSERVATIONS RE ROOF ACCESS

- 1) the roof is common area and I believe is part of the fire escape system, which is why the rear fire escape ladder goes up to the roof;
- 1.5) b/c part of common area, owners and their guests probably cannot be prohibited from recreational access to the roof w/o at least a majority vote and probably a unanimous vote of the owners;
- 2) b/c part of fire escape system, access must be available 24/365, which is why the door cannot be locked from the inside;
- 3) the only way to make recreational access safe is to have a perimeter railing, either at the roof perimeter or within it;
- 4) the present roof "deck" has no railing and may be an unpermitted structure probably not up to present code;
- 5) roof access for recreational purposes is desirable so long as safety and privacy can be assured;
- 6) only a roof deck which is built to code with a permit, and designed to protect privacy can assure safety and privacy;
- 7) in fact, a safe legal roof deck would be a better safety measure than exists at present, since it would create a barrier to access to the roof edge;
- 8) as to liability, the only possibly effective measure until we have a safe roof deck is to post the door with a warning and, where appropriate, obtain written releases, e.g., from workmen;

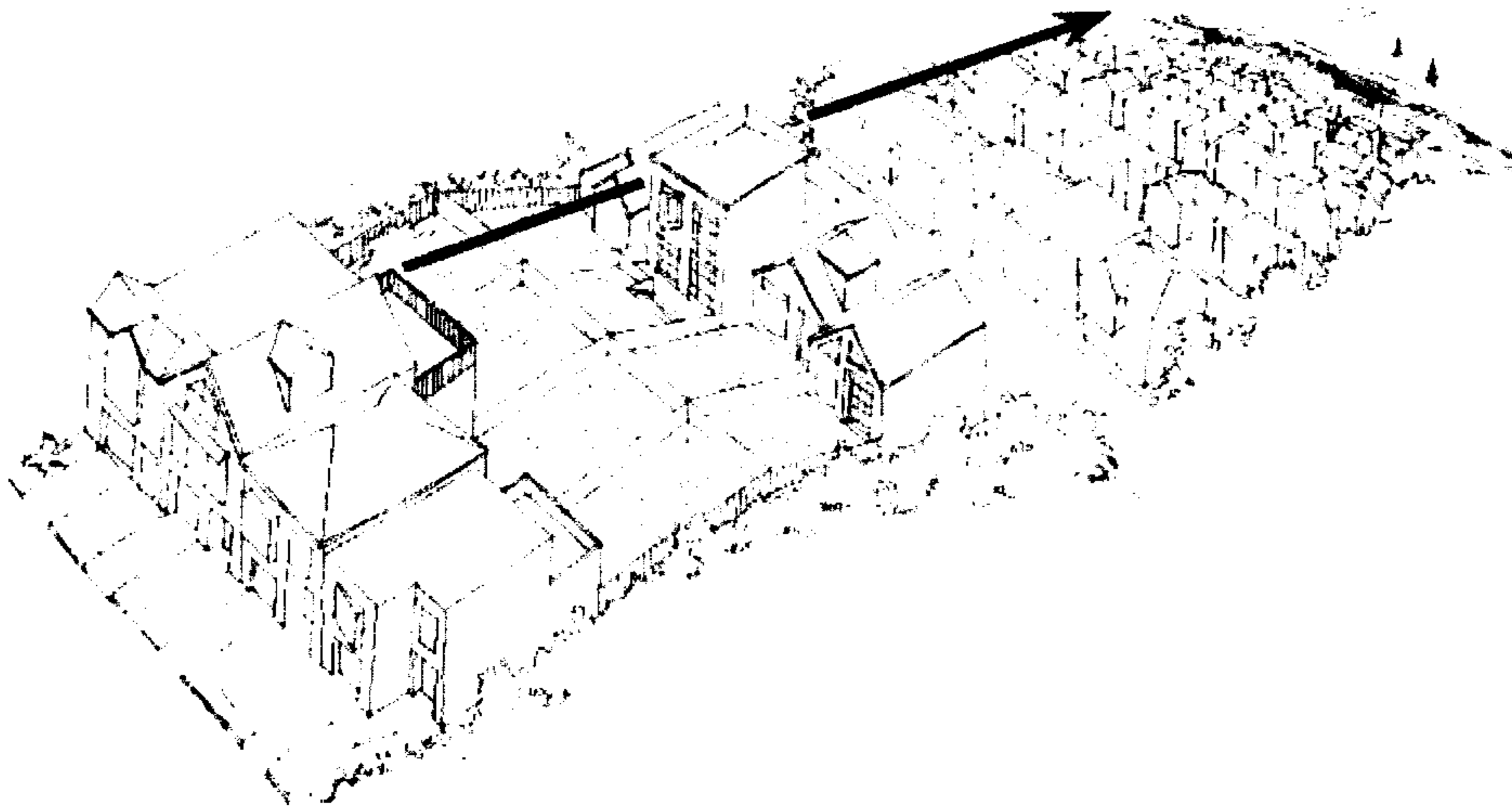
EXHIBIT 12

VIEWS

GUIDELINE: Protect major public views from public spaces.

The Urban Design Element of the General Plan calls for the protection of major public views in the City, with particular attention to those of open space and water. Protect major views of the City as seen from public spaces such as streets and parks by adjusting the massing of proposed development projects to reduce or eliminate adverse impacts on public view sheds. The General Plan, Planning Code and these Guidelines do not provide for protecting views from private property.

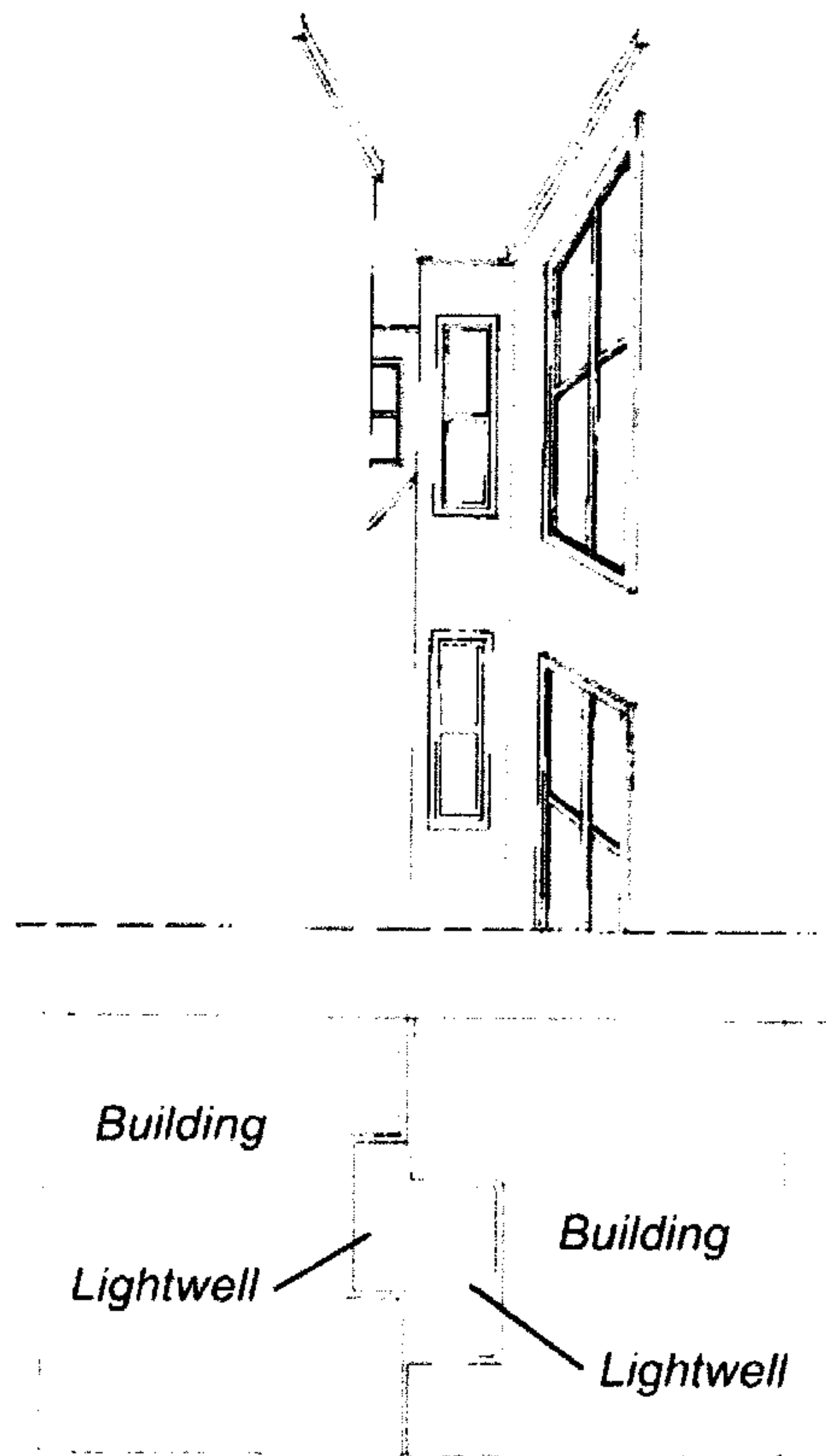
The Urban Design Element identifies streets that are important for their quality of views (page I.5.16) and identifies outstanding and unique areas that contribute to San Francisco's visual form and character (page I.5.25).



Views from this private building and deck are not protected.



Views from public areas, such as parks, are protected. The massing of this building impacts the view from the public park.



Provide shared light wells to maximize light to both properties.

Privacy

As with light, some loss of privacy to existing neighboring buildings can be expected with a building expansion. However, there may be special situations where a proposed project will have an unusual impact on privacy to neighboring interior living spaces. In these situations, the following design modifications can minimize impacts on privacy; other modifications may also be appropriate depending on the circumstances of a particular project. Some of these measures might conflict with the “light” measures above, so it will be necessary to prioritize relevant issues:

- Incorporate landscaping and privacy screens into the proposal.
- Use solid railings on decks.
- Develop window configurations that break the line of sight between houses.
- Use translucent glazing such as glass block or frosted glass on windows and doors facing openings on abutting structures.



SAN FRANCISCO PLANNING DEPARTMENT

Executive Summary Residential Roof Decks Policy Informational Briefing

HEARING DATE: August 30, 2018

Record No.: 2018-005411CRV
Project Name: Residential Roof Decks Policy
Staff Contact: Christopher May – (415) 575-9087
christopher.may@sfgov.org
Reviewed By: David Winslow – (415) 575-9159
david.winslow@sfgov.org
Recommendation: None – Informational Item Only

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

SUMMARY

Roof decks are a popular means of providing an outdoor amenity area to augment open space in a dense urban setting. However, because of their elevated location they also enable a potential intensification of uses that can negatively impact the quality of life of adjacent residents and therefore enhancements to such spaces need to be carefully considered in the design review process. As such, potential adverse impacts such as noise, diminishment of privacy, and reduction of light to adjacent properties should be mitigated. Vertically projecting appurtenances that provide access to roof decks, such as stair and elevator penthouses, as well as windscreens and solid parapets can also add unwelcome visual impacts onto adjacent properties.

BACKGROUND

In recent years, the Planning Commission has seen an increasing number of requests for the Discretionary Review of small-scale residential projects involving roof decks and accompanying stair and elevator penthouses. In order to ensure a consistent and predictable approach to evaluating the appropriateness of these rooftop features, the Planning Commission directed Planning staff to study and develop an internal policy taking into consideration the following issues:

- Size of decks, and the cumulative impacts of multiple decks
- Availability of usable open space at grade
- Appropriateness of front decks vs. balconies
- Roof decks serving as common vs. private usable open space
- Pattern of roof decks in the surrounding neighborhood
- Greening of rooftops
- Quality of life impacts including privacy, noise, intensity of use and programming (ie. fire pits, bbqs, hot tubs)
- Shadowing of vertical appurtenances onto adjacent light wells/side setbacks
- Visual clutter and sight lines from adjacent properties

ISSUES AND CONSIDERATIONS

Planning Code

Currently, building permits proposing roof decks on low-density residential buildings with no related expansion to the building envelope can be approved over-the-counter without triggering review by the Residential Design Advisory Team (RDAT), and do not require a pre-application meeting or Section 311 neighborhood notification.

The Planning Code exempts stair penthouses to a maximum 10 feet above the prescribed height limit, provided they do not exceed 20 percent of the roof area. Likewise, elevator penthouses are exempted to a maximum of 16 feet. Also exempt are railings, parapets and catwalks, with a maximum height of four feet, and unenclosed seating areas limited to tables, chairs and benches, and related windscreens, lattices and sunshades with a maximum height of 10 feet, regardless of the area they occupy.

The Planning Code does not restrict the number or horizontal surface area of roof decks.

The Planning Code requires minimum amounts of usable open space designed for outdoor living, recreation or landscaping, and allows for such areas to be located on roofs. The amount required varies by zoning district, from 300 square feet in RH-1 and RH-1(D) zoning districts to 100 square feet per unit in RH-3 zoning districts. In each of these districts, common usable open space may be substituted for private usable open space at a ratio of 1.33. Usable open space on a roof deck shall have a minimum horizontal dimension of six feet and a minimum area of 36 square feet if private, or at least 15 feet in every horizontal dimension and a minimum area of 300 square feet if credit as common usable open space.

Residential Design Guidelines

While the Planning Code exempts certain rooftop appurtenances from the prescribed height limit, the design of such features are reviewed in the context of the "Residential Design Guidelines" as adopted and periodically amended for specific areas or conditions by the City Planning Commission. The impacts on adjacent properties and neighborhood context to be considered and balanced with respect to the reasonable development rights of property owners are outlined and commonly applied in the following guidelines of the Planning Department's Residential Design Guidelines under Rooftop Architectural Features:

- "Sensitively locate and screen rooftop features so they do not dominate the appearance of a building."
- "Design stair (and elevator) penthouses to minimize the visibility from the street."
- "Design parapets to be compatible with the overall building proportions and other building elements."
- "Design windscreens to minimize impacts on the building's design and to light of adjacent buildings."

Building Code

The Building Code does not permit roof hatch access for buildings with three or more dwelling units. In situations where roof hatch access is viable, the minimum hatch opening size must allow for a 36" stair width and a length to provide for a minimum of 80" headroom below until the hatch can be operated. The Building Code requires a minimum interior head height of 80" and a minimum interior stair width of 36" for stair penthouses providing both private and common roof access.

PROPOSED RESIDENTIAL ROOF DECKS POLICY

Currently, projects proposing roof decks on low-density residential buildings with no related expansion to the building envelope can be approved over-the-counter without triggering review by the Residential Design Advisory Team (RDAT) or Section 311 neighborhood notification. Projects proposing roof decks with stair or elevator penthouses and/or other expansions to the building are assigned to a planner for more detailed review, and will require RDAT review and Section 311 neighborhood notification. The size and location of the proposed roof decks and stair and elevator penthouses are reviewed on a case-by-case basis in a qualitative approach, devoid of any definitive numerical thresholds.

Planning staff have developed a series of thresholds with which to evaluate both new construction and alteration projects proposing roof decks and stair penthouses in the RH-1, RH-1(D), RH-2 and RH-3 zoning districts. The Department recommends adopting a policy whereby projects deemed to comply with the thresholds may continue to be approved over-the-counter if there are no other Planning-related issues or proposed expansions to the building. Permit applications routed to a planner for other reasons that also are within these thresholds will not trigger RDAT review, while those that do not comply will be reviewed by RDAT on a case-by-case basis and may be reduced in scope or deemed acceptable based on the surrounding context. In the event of a DR hearing, a summary of compliance with this policy will be appended to the staff report. In addition to the controls for deck size and separation, the prevalence, location, and size of other related decks in the immediate context shall be established and considered before approval. The proposed thresholds are as follows:

Size

Maximum total cumulative deck area of no greater than 1/3 the roof area.

Because decks are elevated open spaces, they often enable uses that come into conflict with the privacy of adjacent neighbors, and buffers or separation alone may not be sufficient to ameliorate these concerns. The Department's recommended threshold of 1/3 of the roof area is a sufficient size to accommodate enjoyment and connection to open space, but considerably less than a full floor, and usually only requires one means of egress per the Building Code, whereas roof decks above this threshold commonly require a second means of egress.

Setbacks

Minimum 5-foot setback of deck guardrails from all building edges except the rear building wall.

Setbacks of 5 feet are recommended from shared side lot lines and from the edges of light wells. Side setback requirements may not be necessary where a roof deck abuts a neighboring blind wall.

While there continues to be some discussion surrounding the appropriateness of roof decks at the front of buildings, the Department believes that, when properly set back from the main front wall, these roof decks can be beneficial by providing opportunities to increase "eyes-on-the-street".

Access

Internalized staircase or roof hatch only for single-family dwellings. One minimally sized stair penthouse, only when required by Building Code, permitted for multi-unit buildings.

The Department recommends creating a hierarchy of preferred means of access; prioritizing less obtrusive means such as roof hatches and internalized stairwells, while allowing for stair penthouses in circumstances where they have minimal impacts on access to light and air, as well as visual clutter.

In order for a stair penthouse to be considered "minimized", Planning staff recommends a sloped roof providing an internal vertical clearance and landing no larger than the minimum required by the Building Code, to be set back 5 feet from shared side lot lines and from the edges of light wells. Roof access within the recommended 5-foot setback area shall be provided by means of a roof hatch or internalized staircase.

BASIS FOR RECOMMENDATION

The Department's recommended roof deck policy attempts to strike a balance between allowing for the reasonable provision of outdoor open space on the roofs of low-density residential buildings, which will improve livability in a dense, urban setting, while protecting the quality of life for adjacent neighbors. It also aims to ensure a consistent departmental review process and more predictable outcomes.

The Planning Department recognizes that roof decks in residential neighborhoods serve a purpose of enhancing access to passive open space, but due to their location may be susceptible to an intensity of use that creates negative impacts that spill over to adjacent properties. Therefore, adoption of the above-noted controls and performance criteria to mitigate these potential impacts is proposed.

In order to encourage the concentration of usable open space closer to ground level where outdoor activities tend to have fewer impacts on adjacent properties, these guidelines do not apply to any decks less than 3 feet above grade, which can be built without a building permit.

COMMUNITY OUTREACH

On July 18, 2018, the Planning Department sent an emailed bulletin to all subscribers of the City's registered neighborhood groups, representing a total of 207 recipients. The bulletin summarized the Department's developing roof deck policy, solicited feedback, and advised the public of the August 30, 2018 Planning Commission hearing where Planning staff would present the results in an informational presentation.

Planning staff received a number of telephone and email inquiries in response, most requesting additional information, although some requested in-Department meetings or conference calls to provide more detailed feedback, which was generally positive and underscored the public appetite for clearer guidelines and procedures for reviewing projects proposing roof decks and rooftop appurtenances.

NEXT STEPS

Pending the additional feedback from the Planning Commission, as well as any additional public comment received at the August 30, 2018 hearing, Planning Department staff will draft a resolution for the Commission to adopt at a later hearing, formally implementing the recommended roof deck policy.

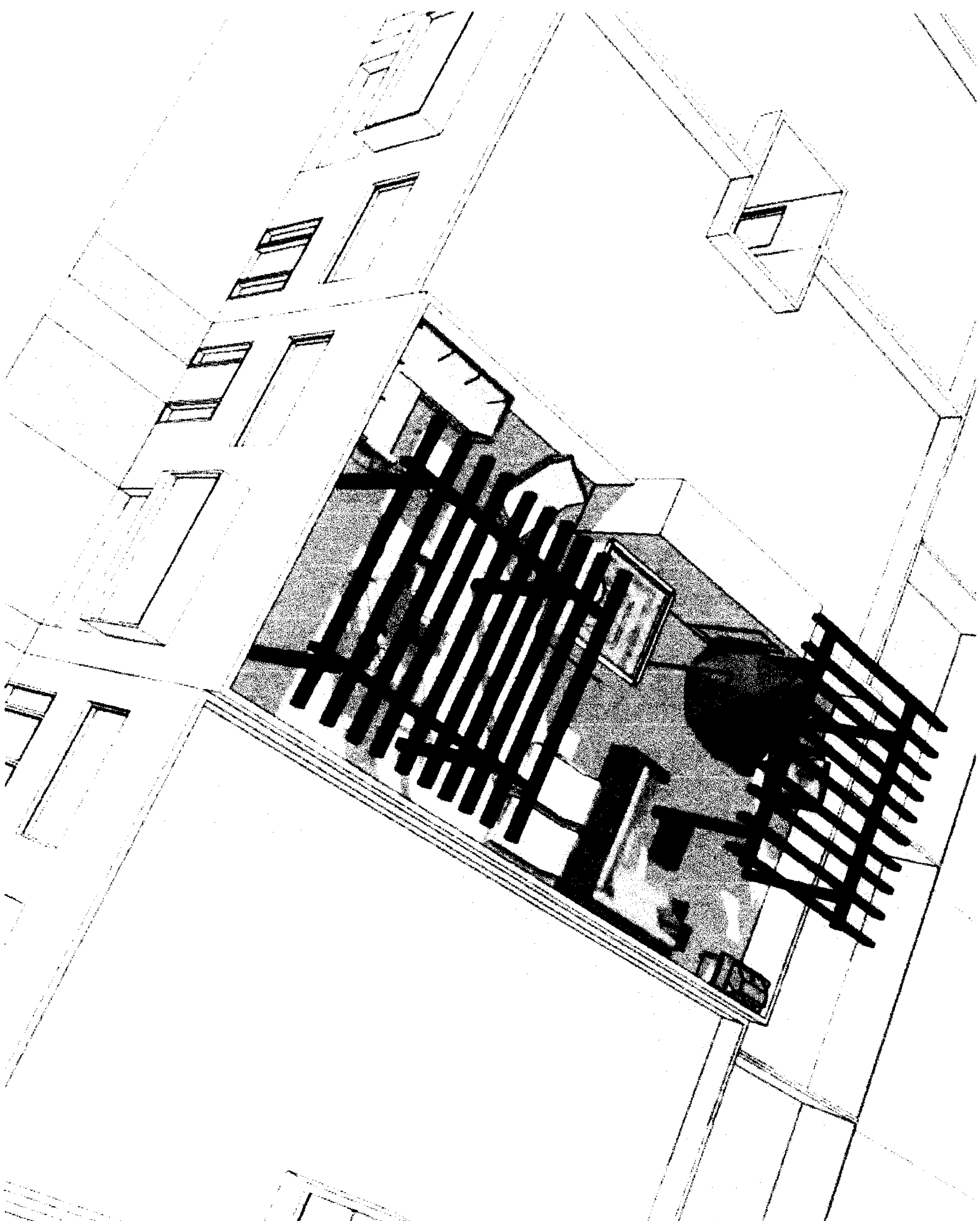
In order to successfully implement this policy, Planning staff recommends that the aforementioned thresholds be incorporated into a revised Deck Handout publication available at the Planning Information Center and online, as well as in the Residential Design Guidelines when they are next amended.

The Commission may also wish to direct Planning staff to begin developing similar guidelines for roof decks on larger, multi-unit residential and mixed-use projects.

REQUIRED COMMISSION ACTION

This item is being presented for informational purposes only. No formal action by the Planning Commission is required.

Roof Features Allowed by Code



PUBLIC COMMENT

Board of Appeals
49 South Van Ness, Suite 1475
San Francisco, CA 94103
January 24th, 2024

Public Submission to Board of Appeals January 31st Hearing – Appeal No. 23-053

I support Dr Khan in opposing the granting of the permit 202109239006 for this obstruction to be allowed in front of her living room windows. The structure this permit allows serves no purpose other than to block her windows. This construction must not be allowed to impact Dr Khans quality of life.

These photos show what is presented to Dr Khan every day she enters her living room and for the city to say that this application meets the conditions of APPROPRIATENESS is ridiculous and is in breach of their own guidelines.





In May 2021, while Dr Khan was away, the Votruba's built this structure for which they are trying to legitimize by obtaining a retrospective permit. This is the Votruba's normal mode of operation – they carry out the work, the city later legalizes the work despite objections from the surrounding neighbors. When the one occasion when they were forced to apply prior to construction PA 2013008 and plans were submitted. These plans showed that the new chimney stack would not affect the bedroom window or be attached to 280 Union. The plans were not followed and the bedroom window was partially blocked and attachments made to the window, contrary to the plans and the restraining order in place.. However, the city raised a new permit to legalise these changes. When Dr Khan wanted to complain, a visit from Inspector Curran said it was no use to appeal as they will not be asked to move it, even though it was in breach of a court order.

We do not want this permit to go the same way, we want this construction removed from the front of the windows so that Dr Khan can enjoy her property.

I have tried to help Dr Khan in getting some common sense applied to this permit and tried to work, on her behalf, with the city on this permit application but despite our best endeavors, there as been no response to me or to Dr Khan from the city, even after numerous requests. Dr Khan is directly impacted by this permit yet I and others in the neighborhood have been ignored. There is a feeling that the city has attempted to keep us ignorant about issuance of the ACOA and permit application.

There are numerous concerns in how the permit was progressed through planning and the granting of the ACOA.

The city have been made aware that Teresa and John Votruba are not owners of any units at 218 Union nor is there any legal contract stating that they are Agents of the TIC .– they administered their units as a rental business. However, the city continues to treat them as owners.

This permit is an attempt to legitimize their behavior and their actions and in getting the city to sanction this construction for the sole purpose of blocking Dr Khans windows.

There are also many other disturbing aspects in granting this permit including the city's process in handling this application.

Reasons why this permit should not be granted for the structure

1. Permit application is at fault
 - a. The permit application states the permit is for “ legalize installation of privacy screens and seating on existing roof deck. and urban garden approved under separate permit per 2015-018220 COA. “ There is no such mention of privacy screens, seating and urban garden in 2015-018220 COA so how was this application processed on a false premise.

2. Malpractice by Planning Dept in issuance of ACOA
 - a. The Certificate of Appropriateness (ACOA)application (2021010163COA) issued on August 23,2023 is not valid – applicant is not an owner or agent.
 - b. The ACOA is invalid as it is based false/incorrect/mis-information – past experience with Votruba/DBI/Planning seems that this is a very common situation.
 - c. The plans supplied with application do not show the impact the structure will have on 280 Union
 - d. We were not notified of issuance of ACOA (Aug 23, 2023) until Oct 17 by Building Eye so unable to appeal the ACOA. See below

greenr4 [REDACTED]

From: San Francisco buildingeye Alerts <notices@buildingeye.com>
Sent: Tuesday, October 17, 2023 9:43 AM
To: greenr4@ [REDACTED]
Subject: San Francisco buildingeye Notifications for you

Hi Richard

Here are your new San Francisco buildingeye notifications:

Building

Alert Name: 218 union

218 UNION ST [202310108344] (New) [Visit map](#)
1310 MONTGOMERY ST [EW202310094321] (New) [Visit map](#)
21 ALTA ST [EW202310094326] (New) [Visit map](#)
1360 MONTGOMERY ST [EW202310124439] (New) [Visit map](#)
19 ALTA ST [PW20231010766] (New) [Visit map](#)
23 A ALTA ST [PW20231011791] (New) [Visit map](#)

Click [here](#) to cancel or change the email frequency of these alerts.
If you are no longer interested, you can [unsubscribe](#) instantly.



Powered by [buildingeye](#)

- e. There were no other notifications received concerning the ACOA or even the granting of this permit. The city has not been very transparent in this matter.
- f. No parties that are directly effected by the permit were notified even though request were made. . Ms Wong states that just these were copied

cc: Historic Preservation Commission, 49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103
San Francisco Architectural Heritage, 2007 Franklin Street, San Francisco, CA 94109
Nancy Shanahan, Planning & Zoning Committee, Telegraph Hill Dwellers, 224 Filbert Street, San Francisco, CA 94133
Finance Division, San Francisco Planning Department, 49 South Van Ness Avenue, Suite 1400, San Francisco, CA 94103

- g. We have sent several emails requesting info and our concerns about the ACOA application but went un answered

3. The permit does not meet the guidelines in Planning Code and Residential Design Guidelines and breaches the Quality of Life Impacts

- a. The guidelines states “While decks are allowable as an addition to many residential homes, the Planning Code and Residential Design Guidelines outline certain regulations for decks to minimize potential adverse effects on building design, privacy, light, noise, and safety.” The deck construction needs to take in Quality of Life impacts such as Visual Clutter, Neighbours sight lines and light shadow impacts.

Clearly this permit does not meet these criteria – the construction as an adverse effect on Dr Khans ability to reside peacefully and enjoy her property.

4. The permit says it is for a privacy wall

- a. Really!, privacy on a roof deck that is overlooked by surrounding neighborhoods. There is and cannot be privacy on a roof deck.

- b. 218 Union overlooks other roof decks – are they subject to the same criteria.
 - c. The granting of this permit is setting a precedent that anyone with a roof deck can build such constructions on the roof. Do we want Telegraph Hill to be defaced by such constructions?
5. Votruba's do not have the authority to apply for permits for 218 Union TIC
- a. John and Teresa Votruba are not owners of any units in the TIC at 218 Union Street.
 - b. Construction built on TIC common area that requires permission of all the owners. It was not given by at least one owner.
 - c. The City agencies have ben informed a number of times about the TIC status of John and Teresa Votruba.
6. The Structure is in Violation of Restraining Order CCH-15-57700
- a. The permit violates a restraining order in place, (CCH-15-577000) issued in 2015 and is still in place that restricts the blocking of the windows.
- The Rt Hon Compton stated that
- “AND I WILL SAY THAT THAT, IN MY MIND, INCLUDES POSTING OF THE SIGNS, ERECTING OF THE FENCES, POSTING OF THE BOARDS, THE PICTURE TAKING INTO MS. KAHN'S UNIT, AND THE OTHER BEHAVIOR AS TO DETAILED IN THE PETITION.
MRS VOTRUBA DISMANTLE AND TAKE DOWN THE ITEMS THAT ARE BLOCKING THE WINDOWS”. Reference 2015.06.17 KAHN V. VOTRUBA court proceeding transcript.
- b. The city agencies are fully aware of this restraining order and by ratifying this illegally constructed Cabana and issuing this permit, is the city complicit in breaching this order

7. Impact on Neighbors

- a. The failure to take into consideration the impact of 218 Union neighbors., ie 280 -284 Union and 212 Union street.
- b. None of the neighbors have been contacted despite the impact that this permit has on the neighborhood.
- c. None of the neighbors were notified of the issuance of the ACOA.

8. The permitting of the upper deck

- a. 218 Union have 2 roof areas, decks completely covering each roof. It is the construction on the upper roof deck that impacts 280 Union.
- b. There is no mention of privacy when the deck was constructed around end of November, 2004 in front of the windows. If the Votruba's are so concerned about privacy, why build a deck in front of someone's windows?
- c. The deck as been expanded to cover the whole of the upper roof area and there is another deck covering the whole of the lower roof area. Why have the Votruba's been allowed to do this? It is contrary to planning guidelines. When 280-284 Union was reinstating its decks, they were not allowed to have a lager deck or glass parapet wall at the rear (planning said could not have it within 30ft of rear boundary). When we pointed out the Votruba's deck to the visiting planner, the response was that it never went through the planning department.

9. The Votruba are using this permit for financial gain

- a. In an email sent to Dr Khan on February 22, 2023 via Dr Khan's lawyer, by Tersa Votruba, Tersa Votruba is using this permit to obtain \$2m from Dr Khan for the removal of this structure.

“In closing, I offer the following solution Bushra Khan pays the 218 Union TIC \$2,000,000 for an easement over the upper roof which allows light to her AB009 windows. The privacy required for the 218 upper roof would be maintained at 5 ft from the actual property line as per Duane Ince and 1987 Condo map survey. Only faux screening and lattice would be allowed from the property line. All height limitations of Planning and DBI would as is current be allowed to stand by mutual agreement. The full views from her roof would not be encumbered by the additional building structures (e.g. perhaps ADU's and Zoom rooms) recommended by DBI Director Patrick O'Riordan”

Also, in another email dated February 11, 2021 and another attempt to block the windows, Mrs Votruba states that *“ADUs are now a good idea and we have several locations, ADU units at the roof in front of Khan's windows, recommended by Patrick O' Riordan in 2017.”*

- b. These emails clearly state that the Votruba's actions are solely to block Dr Khans windows

The permit must not be allowed to stand, it was not applied for reasons given but to block Dr Khans windows and to cause her considerable pain, preventing her the ability to live peacefully and enjoy her retirement in her property.

Richard Green
Visiting 280 Union Street, San Francisco, CA 94133