Letter of Determination

October 23, 2017

Maurice Hoory
1230 Monte Verde Court
Los Altos, CA 94024

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

Dear Mr. Hoory,

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

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

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

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

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

Sincerely,

Scott F. Sanchez  
Zoning Administrator

Cc: Property Owner  
Neighborhood Groups  
Gabriela Pantoja, Planner
RELEAS OF NOTICE OF SPECIAL RESTRICTIONS

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

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

(PLEASE ATTACH THE LEGAL DESCRIPTION AS ON DEED)

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

Dated: 10-23-17 at San Francisco California

By: Scott F. Sanchez
Zoning Administrator
PLANNING DEPARTMENT
CITY AND COUNTY OF SAN FRANCISCO
LEGAL PROPERTY DESCRIPTION
DESCRIPTION

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

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

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

State of California
County of San Francisco

On October 23, 2017 before me, Nora Priego-Ramos, Notary Public, personally appeared Scott Sanchez who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she or they executed the same in his/their authorized capacity, and that by his/her or their signature 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

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Release of Notice of Specific Restrictions - 100 Million

Number of Pages: Signer(s) Other Than Named Above: 

Capacity(ies) Claimed by Signer(s)

Signer’s Name: Scott Sanchez

Signer’s Name: 

Name of Company: 

Type of Business: 

Signer Is Representing: 

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September 1, 2017

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

Dear Mr. Sanchez,

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

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

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

The zoning has changed and now it may even be possible to legally add an additional dwelling unit (ADU). Since 1988 the house has been used as one unit. However, the NSR back in 1988 is ambiguous, restrictive and is in conflict with today's reality. Right now I have the house rented as one unit to four unrelated software engineers (lease attached). This can be in conflict with the NSR which states that "no boarder shall reside therein (in bedrooms on the ground floor)".
In addition, if a family wants to have a live-in baby sitter or an au pair, this would also be in violation of the NSR unless the au pair resides in the main bedrooms upstairs. I'm not certain if this NSR can pass legal muster. My attorney and I could not find a definition of "boarder" in the Planning Code or in the Housing Code.

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

Thank you for your attention in this matter.

Sincerely,

Maurice Higory
Owner.
NOTICE OF SPECIAL RESTRICTIONS UNDER THE CITY PLANNING CODE

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

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

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

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

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

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

2. That this lower floor (garage) area shall not be used as a separate dwelling unit or rooming unit, and no boarder shall reside therein; that utility, other services, mailbox and doorbells shall be provided for this dwelling solely on a one-family basis; and

3. That for the purposes of this restriction and the City Planning Code, installation of any appliances for cooking, such as a stove or hot plate, in this lower floor (garage) area shall be deemed creation of a kitchen and therefore creation of an additional separate dwelling unit as defined in Section 102.6 of the City Planning Code.

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

Dated: November 16, 1988 at San Francisco, California

Sunnyvale,

Maurice Hoory (signature of owner)

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

Santa Clara

On November 16, 1988, before me, Linda Yamauchi, the undersigned, a Notary Public, in and for said City and County and State, personally appeared Maurice Hoory personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he or she (they) executed the same.

WITNESS my hand and official seal.

Signature Linda Yamauchi (This area for official notarial seal)
DESCRIPTION

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

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

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<thead>
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<th>NO.</th>
<th>OTHER AGENCIES REVIEW REQUIRED</th>
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<td>2</td>
<td>OVER-THE-COUNTER ISSUANCE</td>
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| NUMBER OF PLAN SETS | 2 |

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<th>DATE</th>
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**INFORMATION TO BE FURNISHED BY ALL APPLICANTS**

**DESCRIPTION OF EXISTING BUILDING**

<table>
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<th>(A) TYPE OF CONSTRUCTION</th>
<th>(B) NO. OF STOREYS OR OCCUPANCY</th>
<th>(C) NO. OF BAYS OF INTIMATE STRUCTURE</th>
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<tr>
<td>Residential Dwelling</td>
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**DESCRIPTION OF BUILDING AFTER PROPOSED ALTERATION**

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<th>(D) TYPE OF CONSTRUCTION</th>
<th>(E) NO. OF STOREYS OR OCCUPANCY</th>
<th>(F) PROPOSED USE (LEGAL USE)</th>
<th>(G) OKAY TO PERFORM</th>
<th>(H) ELECTRICAL WORK TO BE PERFORMED</th>
<th>(I) WALL STREET SPACE</th>
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<tbody>
<tr>
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<td>House</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**ADDITIONAL INFORMATION — FORM 3 APPLICANTS ONLY**

**NOTICE TO APPLICANT**

**HOLD HARMLESS CLAUSE:** The permittee shall be responsible for the accuracy of the permit. The City and County of San Francisco shall indemnify and hold harmless the City and County of San Francisco from and against any and all claims, demands and actions for damages resulting from permit-related acts and omissions and shall indemnify any third parties who have performed any work under or in connection with the permit, regardless of negligence. The City and County of San Francisco shall indemnify any third parties who have performed any work under or in connection with the permit, regardless of negligence.
For work stated in application only, Notify Building Inspector at start of job.

Any electrical or plumbing work will require appropriate separate permits.

For Single Family Use Only.

CATEGORICALLY EXEMPT FROM ENVIRONMENTAL REVIEW:

REASONS:

NOTIFIED MR.

APPROVED:

DATE:

REASON:

NOTIFIED MR.

APPROVED:

DATE:

REASON:

NOTIFIED MR.

APPROVED:

DATE:

REASON:

NOTIFIED MR.

APPROVED:

DATE:

REASON:

NOTIFIED MR.

APPROVED:

DATE:

REASON:

NOTIFIED MR.

APPROVED:

DATE:

REASON:

NOTIFIED MR.
RESIDENTIAL LEASE 

This lease, executed on this day of April, 2017 by Maurice Hooe, herein after called the lessor, and Linda C. Vlahos, herein after called the lessee, is made in consideration of the payment of rent and the performance of the covenants contained herein on the part of the lessee, and in the manner herein specified, the lessor does hereby lease, demise and let unto the lessee the premises described as follows:
The lease is for the term of eighteen (18) months, commencing the date of delivery of the premises, July 1, 2017 and extending to and including June 30, 2018.

The lessee shall pay rent in the amount of $1500.00 per month, payable in advance on the first day of each month. No rent shall be collected more than one month in advance.

Rent checks shall be made payable to: Maurice Hooe

Mail to: MAURICE HOOE
PO BOX 4168
Mountain View, CA, 94040

Telephone: (650) 909-3400 Cell; 832-468-6587 email: mhoove@yahoo.com

or at such other place as may be designated by the lessor.

It is further mutually agreed between the parties as follows:

1. The lessee agrees to pay rent as herein stipulated promptly and at the times and in the manner herein specified.

2. If the lessor is unable to deliver possession of the premises at the time herein agreed, then the lessee shall not be liable for any damage caused thereby nor shall this lease be void or voidable, but the lessee shall not be liable for any part of the last month's rent.

3. The lessee shall be liable for damages to any property of the lessor at the premises from any cause whatever.

4. The lessor shall not be liable for damages to any property of the lessee or any other person or thing at the premises from any cause whatever.

5. The lessee shall be liable for all charges for gas, electricity, water, garbage and all other utilities except water.

6. The lessee shall have the right, upon 24 hour notice to enter the premises at any time, to inspect the premises and to make such repairs and alterations as the lessor shall see fit, or to exhibit the dwelling unit to prospective or actual purchasers.

7. The lessee agrees to indemnify and save harmless the lessor from any claim for damages caused by the lessee's own negligence.

8. Should the lessee violate any provisions of this lease or any act in material deviation, the lessor agrees to pay reasonable sums to be fixed by the Court as monetary for the lessor's interest, if the lessee prevails in the action.

9. If the lessee vacates the premises beyond the term herein created, such holding shall be from month to month only and under the same provisions as govern this lease at the date of its termination.

10. The lessee agrees to indemnify and save harmless the lessor from any cause whatever from any claim or damage caused by the lessor's own negligence.

WITNESSETH: That for and in consideration of the payment of rent and the performance of the covenants contained herein on the part of the lessee, and in the manner herein specified, the lessor does hereby lease, demise and let unto the lessee the premises described as follows:
The premises are situated in the City of San Francisco, County of San Francisco, State of California, described as follows:

100 Midland Ave, S.F. CA 94131-A four bedroom, two bath, one den, house, single family, Residence, Family Dwelling, R1, Zoning.

The total sum of $8500.00, for Security, and holding deposit: This amount is refundable and does not include the security deposit.

There will be late charges of $35.00, for rent received after the 5th day of the month. There will be a $12.00 charge for rent received after 11:59pm on the due date.

The lease is for the term of eighteen (18) months.

Minimum occupancy of twelve (12) months. There will be a charge of $500.00, if lessor vacates prior to 7/1/2018.
RESIDENTIAL LEASE

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

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

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

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

To receive $1496 for rent from Nov 20, 2013 to Dec 1, 2013
To receive $5250.00 for security and cleaning deposit. This amount is refundable and does NOT include any part of the last month's rent.

To receive $4485.00 for rent by the first day of each month thereafter.

There will be a late charge of $125.00 for rent received after the fifth day of the month. If a check is returned unpaid (bounced), there will be a $ 15.00 charge in addition to the late charge.

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

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

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

Telephone (650) 969-8405. Call (650)400-4087 Fax:650-969-1800 email: mhoory@yahoo.com or at such other place as may be designated by the lessor.

It is further mutually agreed between the parties as follows:

1. The lessee agrees to pay rent as herein stipulated promptly and at the times and in the manner herein specified.

2. If the lessor is unable to deliver possession of the premises at the time herein agreed, then the lessor shall not be liable for any damage caused thereby nor shall this lease be void or voidable, but the lessee shall not be liable for any rent until such time as the lessor can deliver possession.

3. Premises shall be used as residence by the undersigned Tenants consisting of no more than 2 adults and 0 children. Occupancy by guests over 15 days will be considered in violation of this provision.

4. The lessee agrees not to sublet or underlet the whole or any part of the premises, nor assign this lease nor any rights hereunder, nor allow a sale by auction on the premises, nor make any alteration to the premises, nor directly or indirectly use or allow the premises to be used for any other purpose than that for which the premises are leased, without the written consent of the lessor.

5. The lessee shall not be liable for damages to any property of the lessee at the premises for any cause whatsoever.

6. The lessee agrees to pay all charges for gas, electricity, water and all other utilities except NONE.

7. The lessee shall have the right, upon a 24 hour notice, to enter the premises to inspect same and to make such repairs and alterations as the lessee shall see fit, or to exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

8. The lessee agrees to surrender the premises at the termination of the tenancy in the same condition as when received by the lessee, reasonable use and wear thereof and damage by fire or act of God excepted.

9. If the lessee institutest a suit against the lessee for payment of rents or to enforce any of the provisions of this lease, or any action in unlawful detainer, the lessee agrees to pay the lessor a reasonable sum to be fixed by the Court as attorney's fee for the lessor's attorney, if the lessor prevails in the action.

10. The lessee agrees to indemnify and save harmless the lessor from any claims for damages of any kind whatever from any cause save any damage caused by the lessor's own negligence.
IN WITNESS WHEREOF, the Lessee and Lessor have executed the foregoing on the day and year hereof.

1. This lease shall constitute a tenancy at will for an agreed term of years upon the following terms and conditions.

2. The Lessee will pay rent in the amount of $1,200 per month, payable in advance on the first (1st) day of each month.

3. The Lessee shall keep and maintain the premises in good repair and condition, and shall pay all taxes, water, gas, and电 charges, and all other charges of any nature which may be incurred by the Lessee in connection with the premises.

4. The Lessee shall not assign, sublease, or encumber the premises without the prior written consent of the Lessor.

5. The Lessor shall not enter the premises for any purpose, except as required by law, without the prior written consent of the Lessee.

6. The Lessor shall not make any changes, alterations, or additions to the premises without the prior written consent of the Lessee.

7. The Lessor may terminate this lease upon sixty (60) days written notice to the Lessee, without cause.

8. The Lessee may terminate this lease upon ninety (90) days written notice to the Lessor, with cause.

9. The Lessee shall not use the premises for any unlawful purpose.

10. The Lessee shall not keep any animals, pets, or birds in the premises without the prior written consent of the Lessor.

11. The Lessee shall not violate any of the terms of this lease, and shall indemnify and hold harmless the Lessor from any loss or expense arising out of any violation of this lease by the Lessee.

12. The Lessor shall use reasonable efforts to repair any damage to the premises caused by the Lessee.

13. Any dispute arising out of this lease shall be resolved by arbitration.

14. This lease is subject to the laws of the State of Illinois.
Dear Eva Marie

Attached please find two checks for LOD and LOD notary fees regarding 106 Midcrest Way, S.F.

Thank you for your attention in this matter.

Best,

Maurie

RECEIVED
AUG 10 2017
CITY & COUNTY OF S.F.
PLANNING DEPARTMENT
ZA OFFICE