

John C. Paxton  
330 Presidio Avenue, No. 5  
San Francisco, California 94115  
(415) 563-0886  
421-3700

Revised letter of August 14, 2013

The Building Inspection  
Commission, Sitting as the  
Abatement Appeals Board  
1660 Mission Street  
6<sup>th</sup> Floor,  
San Francisco, CA 94103

Re: Abatement Appeals Hearing, August 21, 2013  
330 Presidio Avenue

To the Members of the Building Inspection Commission, sitting as the  
Abatement Appeals Board:

For over 35 years I have been a residential tenant at 330 Presidio. I now live there with my wife and 17 year old daughter. I am writing to urge the BIC to deny the property owners' appeal of the abatement; and, after years of delay, I encourage you to move forward promptly with actions to cause the serious deficiencies in the building to be corrected

The problems cited in the Violation have existed for many years, and it was only after the owners' continued inaction that I asked Housing to issue a Notice of Violation (NOV) in **2009**. No action has been taken by the owners to correct any of the items cited.

I will make focused arguments in this letter, and I plan to be available at the hearing to address any additional questions you may have.

1. The most serious and despicable situation is the condition of the shower. We are on the top floor, with two residential units and the garage directly below us. As you have seen from the pictures (including my **Exhibit A**), tiles have fallen off the shower walls, allowing water to seep through the building's structure. The studs and the interior and exterior walls have been damaged, and evidence of the seepage persists 3 floors below in the garage. This continuous moisture has resulted in dry rot and mold, and is a breeding ground for silverfish and centipedes. Damage has occurred to the two residential units below, problems which

the owners have attempted to disguise with superficial repairs without permits. (See **Exhibit B**, pictures of the damage to the unit on the first floor, which was disguised by the owners without permit.)

I am concerned about the structural safety of the building, resulting from the rotten wood. I request that the BIC expand the abatement to require that the project requires (1) all work be performed under permit, and (2) an investigation of the extent of dry rot damage for the entire height of the building below the leaking shower, by a licensed contractor.

2. I have extraordinarily strong contractual rights, incorporated into the lease I negotiated in 1986 to resolve pending litigation, assuring my participation in repair, and my right of control when items are replaced. The owners have attempted to use the NOV to usurp those rights. Please see, attached as **Exhibit "C,"** my letter to the property manager setting forth the terms and conditions of what is acceptable with regards to the project. My concerns are, generally, three-fold: (a) my right to approve materials and design, (b) that the routine of my family is not inappropriately interrupted, and (c) that we have acceptable, alternative housing, paid for by the owners, while the residence is not tenantable. My outline is consistent with my contractual rights under the lease; if the owners truly believed that it is not, they have had adequate remedies to over-rule me.

3. I had complained to Housing that the ducts in the heating system appear to have separated, resulting in significant heat loss at the end of the runs, and emitting excessive amounts of dust. Instead, Housing required that the ducts be cleaned – which has not been done.

I request that the BIC expand the scope of the violation to require that the condition of the ducts be evaluated to determine their air-tightness, and to correct deficiencies.

4. The other deficiencies noted in the NOV need to be corrected as well. These include the chipping and flaking of lead-based paint, and repair of holes and cracks in the walls – largely resulting from the structural instability of the building.

5. In addition to the items cited in this NOV, there are two other outstanding NOV's, to which the owners have made only minimal efforts to remedy. One of these (201281795) includes a violation for water seeping through the front (west-facing) side of the building, and leaking into unit #3 below us. I suspect that the water enters through the cracked exterior plaster. A contractor thought that the water entered, instead, through

gaps in the poorly-installed windows. Regardless, this is another incidence of the owners' failure to control water seeping through the building, and the likely deterioration of the building's structure.

Another part of that NOV is to correct water seeping from the unit above (from the shower in our unit, #5, as discussed in paragraph #1 above).

6. I am legitimately concerned that the owners lack the financial capacity to carry out the project. Both the State and Federal government have filed tax liens which total over \$140,000. Over the past 16 months, the lenders on this building and on their house have filed Notices of Default. And liens are regularly recorded for non-payment of water bills. (Please see **Exhibit D.**)

7. At the Directors Hearing, Mr. Quinlan told the hearing officers that he was waiting for a Termite Inspection, so he would know the extent of work which he would have to do.

I am attaching a copy of the recent termite report (**Exhibit E**), which was generated by a perspective buyer. I request that BIC require that the deficiencies in the termite report be corrected.

8. The building is a soft-story building, it suffered damage in the 1989 Loma Prieta Earthquake, and its structure continues to deteriorate from wood rot.

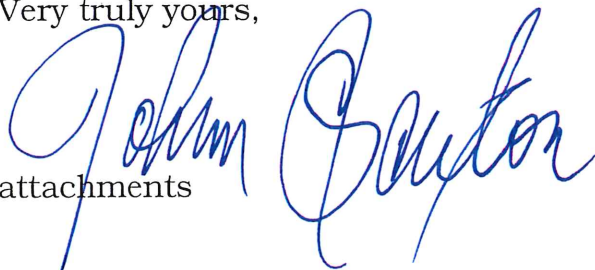
I request that the BIC require the owners to perform the required work under the guidance of a licensed structural engineer.

9. The owners have been attempting to sell the building, and it is essential that a Notice of Abatement be recorded to give notice of the situation to prospective buyers. (**Exhibit F**)

I strongly encourage the BIC to deny the owners' appeal, and to move forward with the abatement.

Very truly yours,

attachments



**Exhibit A**



**Exhibit B**

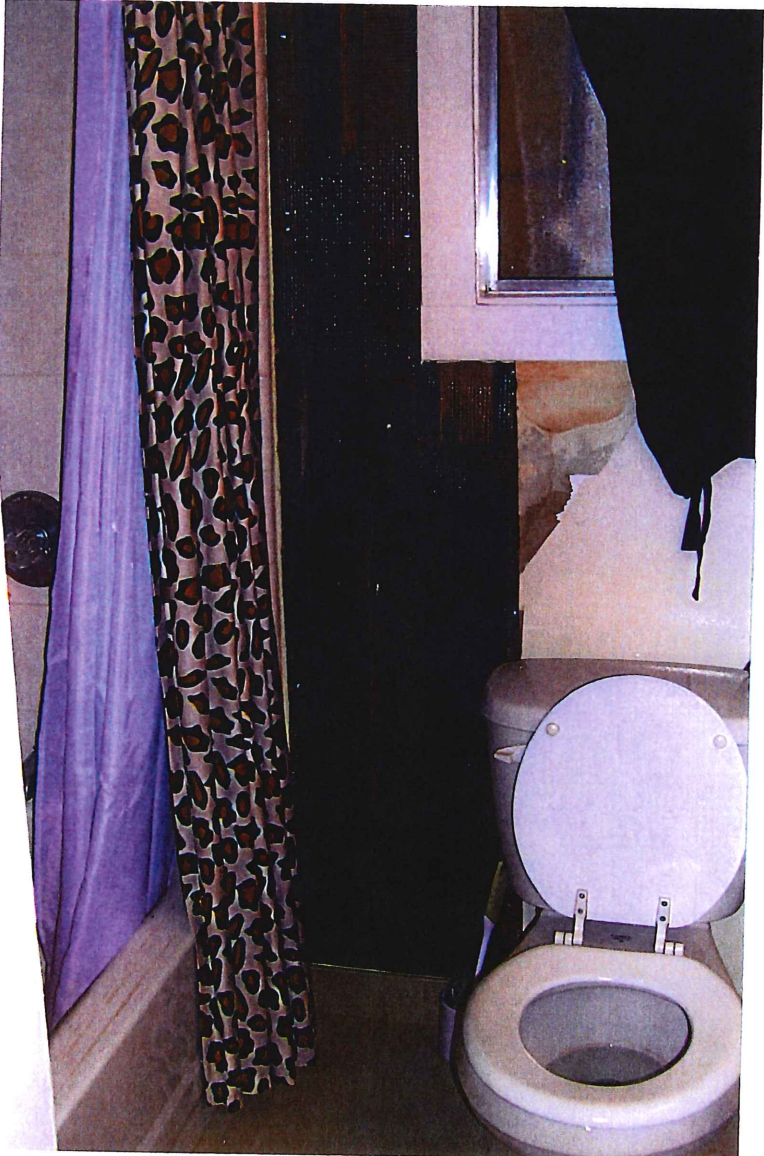
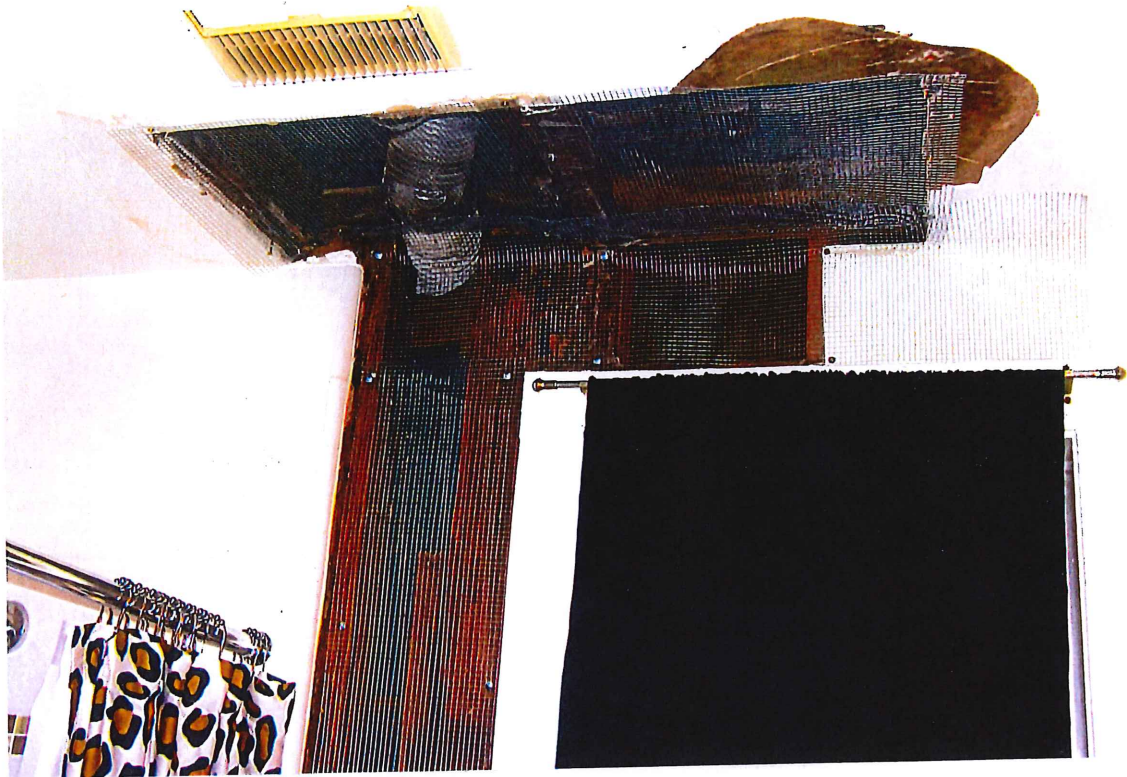


Exhibit  
C

John C. Paxton  
330 Presidio Avenue, No. 5  
San Francisco, California 94115  
(415) 563-0886  
421-3700

Ms. Karen Katz  
Property Management One  
2101 Scott Street  
San Francisco, CA 94115

March 8, 2012

Dear Karen,

I called you last week, and we discussed repair of some of the problems in our unit at 330 Presidio Avenue. During that conversation, you told me that you only wanted to address the problems in the two bathrooms at this time. I told you that I have 3 concerns that need to be addressed:

1. The work has been delayed for years, and it needs to get done. There are a number of outstanding Notices of Violations which have gone un-attended for a long time, as well as many other issues that I have brought to the owners' attention.
2. I need to approve materials, style and color. This is a right I bargained for to settle a prior lawsuit, a right that I have exercised ever since, and one to which the owners agreed when they bought the property. The owners' efforts to now deprive me of that right is a breach of their obligations under the Lease.
3. The construction work would will be a major disruption to our family's living situation, disturb our quiet enjoyment of our home, and deprive us of reasonable use of our one shower and toilet. Under the circumstances, we will require that the landlord provides acceptable, alternative accommodations, at no cost to us, while the work is progressing.

The owners need to agree to the items listed on the attached Exhibits A and B. Assuming that happens within the next week, I told you that work could start on Monday April 9, 2012.

Ms. Karen Katz  
March 8, 2012  
page 2

Our right to approve timetables, scope of work and materials is set forth in the Lease. The Quinlans agreed to be bound by the terms of the Lease when they purchased the building. As a property manager, you are obligated to fairly represent my rights under the real estate agreement.

Regarding #1, it sounds like we are in agreement – at least as the work on the two bathrooms is concerned. The shower has been a disgusting embarrassment – as well as a health and safety risk – for more than 2 years. I have repeatedly asked the owners for a schedule when the many other items will be addressed, but you had told me that the owners only wanted to address the bathrooms. Yesterday, you posted a Notice to Enter Dwelling Unit, to make some other repairs. We have not discussed the scope of work, the materials or colors, and arrangements to minimize the disturbance of our quiet enjoyment. This is a further indication that it is necessary for the owners to temporarily move us out while the entire list of problems is remedied.

Regarding #2, attached is an Exhibit A (design of the replacement shower) and an Exhibit B (scope of work and materials list). I have previously communicated this information to you. You have told me that you will be using Gino. I would like to sit down with Gino beforehand, and talk through the project so we have a common understanding of what work will be done, and what materials will be used.

All work will be done at the owners' expense. You have told me that the Quinlans object to some of my specifications. They have no right to object, since the Lease provides me with the right to select styles, materials and colors. Nonetheless, I have told you that I will voluntarily increase my rent by \$25 per month to placate the Quinlans on this issue.

Regarding #3, this will be a big job. You have told me that it can be completed in 5 days, and I find that impossible to believe that it could be completed in that time period. Regardless, it will be a major inconvenience for us to be deprived of the use of our house, and a major disturbance of our quiet enjoyment. I have told you that it makes most sense for the owners to pay us the temporary "move out" fee provided in the Rent Ordinance, and address the many problems which need to be repaired. If we are not going that route, I will need to have an agreement with the owners which has some teeth in it, to assure



Ms. Karen Katz  
March 8, 2012  
page 3

that we will be compensated if the project draws out. My concern is further justified by the Owners' recent financial issues.

The owners have known of this situation for years, and have chosen to ignore their obligation to make any repairs. It would have been acceptable for us to temporarily move into the vacant unit on the first floor, but you chose to rent that out instead. Another acceptable solution will be the Laurel Motor Inn, which is walking distance down the block.

I do not trust the Quinlans to carry out their obligations under the Lease, until there are strong sanctions if they fail to perform. Please have them both sign below, and we will proceed with plans to have the work on the bathrooms started on April 9, 2012.

Very truly yours,

We agree to be bound by the terms of this letter; and the scope of work, materials, and other provisions contained in the attached Exhibit A and Exhibit B.

---

Brendan Quinlan

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Dated

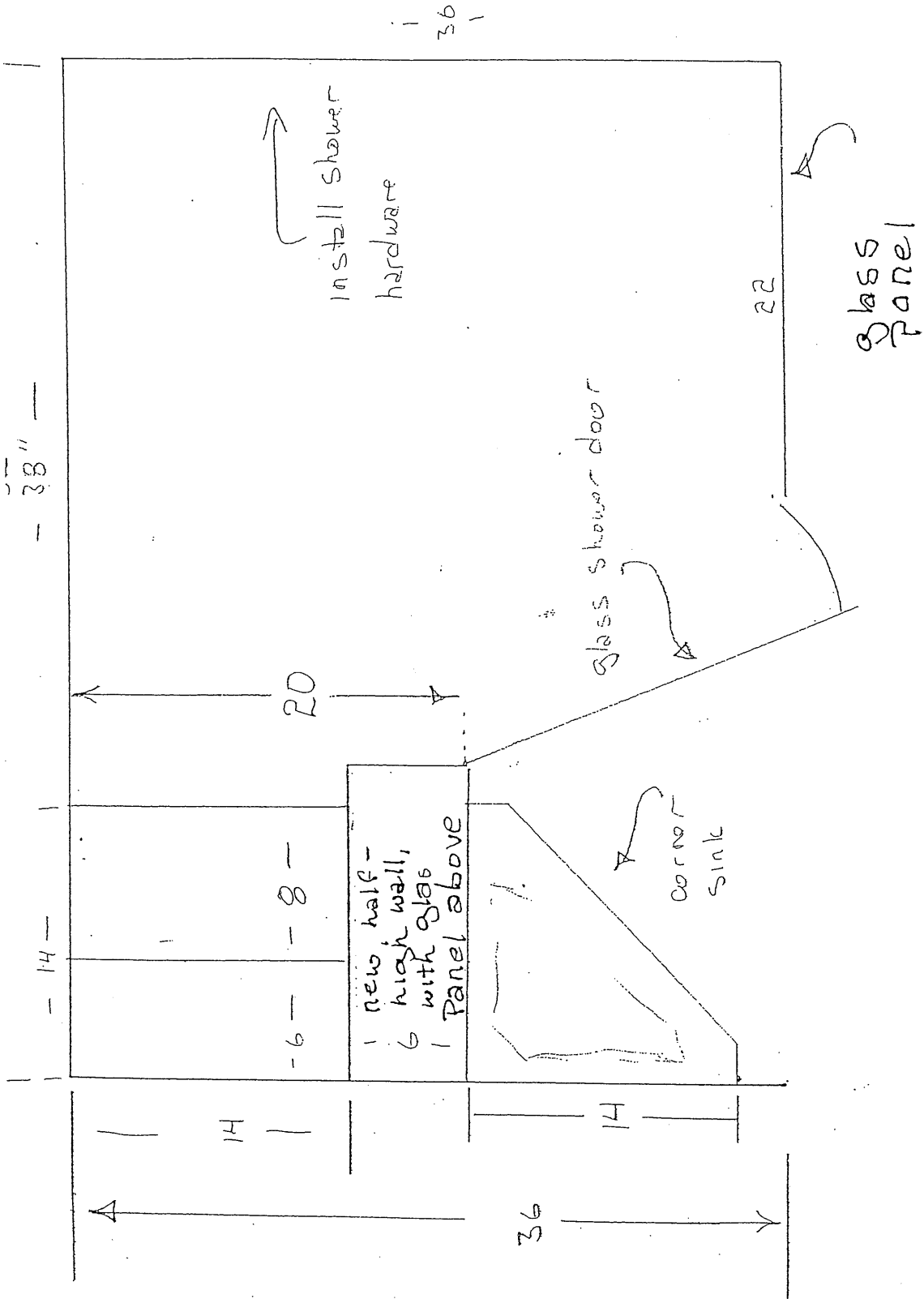
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Elizabeth Quinlan

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Dated

Exhibit A  
 Design for Replacement Shower in Eastern Bathroom



Eastern Bathroom  
 Shower Detail

↑  
 western elevation

all dimensions in inches

glass  
panel

new,  
half-  
high  
wall

glass  
shower  
door

glass panel

cabinet door  
to

cabinet  
door to  
cavity  
behind

Exhibit B  
Materials and Scope of Work for Bathrooms

Eastern Bathroom:

Demolish existing shower; remove all wall tiles and shower pan.

Remove damaged sheetrock, and enough other sheetrock to fully investigate extent of damage to joists and studs along the entire north wall of the building.

Repair damaged wood as needed on the north face of the building, to return it to its original structural capacity.

Replace shower and sink consistent with plans in Exhibit A. Re-plumb as necessary. Install Hansgrohe shower fixture previously purchased by Paxton. Install two wall niches consistent with instructions from Paxton.

Perform work as necessary to return water pressure to previous levels, and to prevent severe swings in temperature.

Replace waste line to toilet.

Install vent. Relocate electrical wiring and switches as necessary.

Replace lighting fixture with one provided by Paxton, or approved by him.

Replace damaged floor tiles as necessary. Paint walls and ceiling.

Materials:

- o Tile will be Spring Green Matte by US Ceramic Tile, 4 X 4 with bullnose and other fittings (available at Ceramic Tile on 13<sup>th</sup> St).
- o The shower glass will be a frameless system with frosted glass and chrome hardware, manufactured by Schicker Shower Doors (which is also available at Ceramic Tile). The shower door will have a "Contemporary" towel bar / handle combination (chrome finish).
- o The replacement corner sink will be a white Barclay's model # 4-750 WH; and the faucet will be a Grohe 3264200E (both of which are available at Ferguson on Valencia).
- o The vent for the bathroom will be a ceiling mounted exhaust system, NuTone "Ultra Silent" fan with light and night light, model # QTN80L.
- o The shower floor and structure will have to be manufactured and installed on-site. I will work with Gino to identify the specific locations of built-in, recessed niches for toiletries at the rear of the shower.

### Western Bathroom:

Demolish and replace all tile flooring. Remove baseboard molding. Elevate (or temporarily remove) the tub and vanity as necessary to lay base and re-tile the room.

Replace baseboards.

Repair or replace window. If replaced, it will correspond to the other replaced windows in the unit, which are wooden sash Marvin.

Re-paint damaged paint as necessary. Replace wallpaper (if it is damaged)

Materials:

- o Daltile 2 inch octagonal tile with 1 inch dot. Matt white 6501 with 44 grey gloss dot

### For all work:

Clean all construction debris and dust to Paxton's satisfaction.

All work will be done with skill and a high level of craftsmanship.

Paint color and brand will be as chosen by Paxton

### Completion of Project:

The project will be "completed" when the construction permit has final sign-off, painting has been completed, and cleanup has been completed.

The Quinlans will pay all costs incidental with the Paxtons' needing to room at the Laurel Motor Inn. In addition to the above, if the work is not "completed" (as defined above) after 10 days, Paxtons will be relieved of their obligation to pay rent. In addition to the above, if the completion is delayed beyond 15 days, the Quinlans will pay the Paxtons \$100 per day for the inconvenience. In addition to the above, if the work is not completed after 30 days, the Quinlans will pay Paxtons \$10,000; and \$10,000 for each additional 30 days that the work is not completed.

Exhibit  
D

Recording Requested By Internal Revenue Service. When recorded mail to:

INTERNAL REVENUE SERVICE  
PO BOX 145585, STOP 8420G  
CINCINNATI, OH 45250-5585



San Francisco Assessor-Recorder  
D. Hoa Nguyen, Acting Assessor-Recorder  
**DOC- 2012-J565065-00**  
Acct 14-(IRS) Internal Revenue Service  
Tuesday, DEC 18, 2012 12:55:54  
Ttl Pd \$14.00 Rcpt # 0004576638  
**REEL K795 IMAGE 0798**  
081/MA/1-1

For Optional Use by Recording Office

Form 668 (Y)(c)  
(Rev. February 2004)

5673 Department of the Treasury - Internal Revenue Service

**Notice of Federal Tax Lien**

Area: SMALL BUSINESS/SELF EMPLOYED AREA #7  
Lien Unit Phone: (800) 829-3903

Serial Number  
901195612

**As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.**

Name of Taxpayer **BRENDAN & ELIZABETH MARY QUINLAN**

Residence **63 WAWONA ST  
SAN FRANCISCO, CA 94127-1118**

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2008	[REDACTED] 880	11/23/2009	12/23/2019	
1040	12/31/2008	[REDACTED] 880	03/28/2011	04/27/2021	55228.43
1040	12/31/2009	[REDACTED] 880	11/22/2010	12/22/2020	
1040	12/31/2009	[REDACTED] 880	03/28/2011	04/27/2021	12726.10
1040	12/31/2010	[REDACTED] 880	11/21/2011	12/21/2021	30535.51

Place of Filing  
**COUNTY RECORDER  
SAN FRANCISCO  
SAN FRANCISCO, CA 94102**  
Total \$ **98490.04**

This notice was prepared and signed at OAKLAND, CA, on this, the 19th day of October, 2012.

Signature   
for **G.J. CARTER-LOUIS**  
Title **ACS SBSE** 27-00-0008  
(800) 829-3903

Recording Requested by

STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
Sacramento CA 95812-2952

And When Recorded Mail to

Special Procedures Section  
PO BOX 2952  
Sacramento CA 95812-2952

20139J65948300001  
San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC-2013-J659483-00  
Acct 15-(FTB) Franchise Tax Board  
Wednesday, MAY 15, 2013 15:39:15  
Ttl Pd \$0.00 Nbr-0004684006  
REEL K897 IMAGE 1004  
ftb/KC/1-1



### Notice of State Tax Lien

Filed With: SAN FRANCISCO

Certificate Number: 13134623628

The Franchise Tax Board of the State of California hereby certifies that the following named taxpayer(s) is liable under parts 10 or 11 of Division 2 of the Revenue and Taxation Code to the State of California for amount due and required to be paid by said taxpayer(s) as follows:

Name of Taxpayer(s) : BRENDAN QUINLAN  
ELIZABETH M QUINLAN

FTB Account Number : 1107873387

Social Security Number(s) : XXX-XX-1880 XXX-XX-7048

Last Known Address : 63 WAWONA ST  
: SAN FRANCISCO CA 94127-1118

For Taxable Years : 2011,2010,2008

Total Lien Amount \* : \$45,227.65

Further interest and fees will accrue at the rate prescribed by law until paid; that the Franchise Tax Board of the State of California complied with all of the provisions of parts 10 or 11 of Division 2 of the Revenue and Taxation Code of the State of California in computing, levying, determining and assessing the tax; the said amounts are due and payable and have not been paid. Said lien attaches to all property and rights to such property now owned or later acquired by the taxpayer.

IN WITNESS WHEREOF, the Franchise Tax Board of the State of California has duly authorized the undersigned to execute this Notice in its name.

Dated: 05/17/13

FRANCHISE TAX BOARD  
of the State of California

Collection Bureau  
Telephone Number: (916) 845-4350

By:

Authorized facsimile signature.

\*Additional interest is accruing at the rate prescribed by law.



Recording Requested by:

San Francisco Water, Power and Sewer  
Customer Services  
525 Golden Gate Ave., 2<sup>nd</sup> Floor  
San Francisco, CA 94102

San Francisco Assessor-Recorder  
Carmen Chu, Assessor-Recorder  
DOC - 2013-J714322-00  
Acct 22-SFCC Water Dept.  
Thursday, JUL 25, 2013 16:10:05  
Ttl Pd \$0.00 Nbr-0004746558  
REEL K946 IMAGE 1344 ojc/JL/0-1

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**Notice of Recordation of Lien  
for  
Delinquent Water, Utility Tax, and Wastewater Charges**

In accordance with Chapter X, Article 4.3, of the San Francisco Municipal Code, the City and County of San Francisco has recorded the following Lien:

Lien Case Number: 6971119270  
Owner: QUINLAN BRENDAN & ELIZABETH  
Service Address: 0063 WAWONA ST 0000  
Arrears Period: FEB 22, 2013 - APR 22, 2013  
Block/Lot: 2919 041  
**Lien Amount:** \$381.13

Removal of the Lien will require full payment of the delinquent charges described above, **PLUS** an administration fee of \$50.00 or ten (10) percent of the delinquent amount (whichever is greater), and interest of one (1) percent per month compounded monthly on the combined total of the delinquent charges, administration fee, and accrued interest.

To remove the Lien, please call (415) 551-4760 to determine the amount due and final date to pay. Payment may be made in person or mailed to the Collection and Lien Unit of San Francisco Water, Power and Sewer, Customer Services at 525 Golden Gate Av., 2nd Floor, San Francisco, CA 94103.

If this Lien is not paid by the end of the fiscal year, it will be transferred to the San Francisco Tax Collector's Office to be added to the next property tax bill. After this date, payment for the Lien cannot be accepted by San Francisco Water, Power and Sewer.

San Francisco Water, Power and Sewer  
Services of the San Francisco Public Utilities Commission

By: 

Marge Vizcarra  
Customer Services Director  
Authorized facsimile signature

Recording Requested By  
and When Recorded Mail to:

Fidelity National Title Company  
135 Main Street, Suite 1900  
San Francisco, CA 94105



San Francisco Assessor-Recorder  
Phil Ting, Assessor-Recorder  
DOC- 2012-J332897-00

Check Number 3105-7032

Friday, JAN 13, 2012 10:09:31

Ttl Pd \$23.00

Rcpt # 0004315763

REEL K562 IMAGE 0204

081/GG/1-3

Trustee Sale No: 12-00033-4  
Loan No: 210087495-0018 Quinlan  
Property Address: 326-330 Presidio Ave, San Francisco, CA 94115  
APN Number: Lot 19, Block 1007

## NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$35,130.93 as of January 5, 2012, and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Exhibit

E

#: 20135016

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO. 330	STREET PRESIDIO	CITY SAN FRANCISCO	ZIP 94115	Date of Inspection 03/10/2013	NUMBER OF PAGES 1 of 11
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**H.R. WELLINGTON CONSTRUCTION, INC.**  
 4722 MISSION STREET  
 SAN FRANCISCO, CA 94112  
 (415) 239-1700 FAX: (415) 239-6800  
 PR 5979



Ordered by: JESSE FOWLER BROWN & COMPANY 775 MONTEREY BLVD. SAN FRANCISCO, CA 94127 PH.# 415-648-5800 FAX: 415-334-7596	Property Owner and/or Party of Interest OWNER OF RECORD 330 PRESIDIO SAN FRANCISCO, CA 94115	Report sent to: JESSE FOWLER BROWN & COMPANY 775 MONTEREY BLVD SAN FRANCISCO, CA 94127 PH.# 415-648-5800 FAX: 415-334-7596
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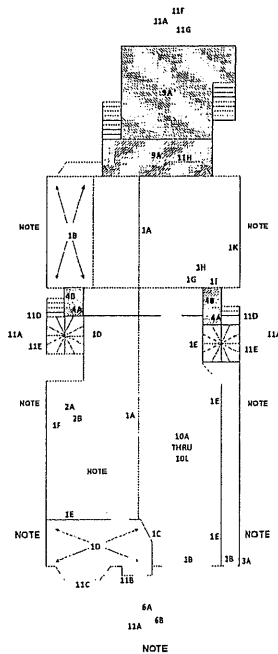
COMPLETE REPORT  LIMITED REPORT  SUPPLEMENTAL REPORT  REINSPECTION REPORT

GENERAL DESCRIPTION: Multi-family residence.	Inspection Tag Posted: Garage.
	Other Tags Posted:

An inspection has been made of the structure(s) on the diagram in accordance with the the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites  Drywood Termites  Fungus/Dryrot  Other Findings  Further Inspection   
 If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items

Key: 1 = Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Further Inspection



Inspected By JAMES HICKS License No. OPR10989 Signature [Signature]

You are entitled to obtain copies of all reports and completion notices on this property report to the Structural Pest Control Board during the proceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or [www.pestboard.ca.gov](http://www.pestboard.ca.gov). (form t1o - 3.15.08) 43M-41 (Rev. 10/01)

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
330	PRESIDIO	SAN FRANCISCO	94115	03/10/2013	2 of 11

## NOTES, CAUTIONS AND DISCLAIMERS AREA

THE PEST CONTROL INDUSTRY RECOGNIZES A STRUCTURE TO HAVE CERTAIN AREAS BOTH INACCESSIBLE AND NOT INSPECTED. THESE AREAS INCLUDE BUT ARE NOT LIMITED TO: INACCESSIBLE AND/OR INSULATED ATTICS OR PORTIONS THEREOF, ATTICS WITH LESS THAN 18" CLEAR CRAWL SPACE, THE INTERIOR OF HOLLOW WALLS; SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING BELOW; AREAS WHERE THERE IS NO ACCESS WITHOUT DEFACING OR TEARING LUMBER, MASONRY, OR FINISHED WORK; AREAS OR BELOW APPLIANCES OR BENEATH FLOOR COVERINGS, FURNISHINGS; AREAS WHERE BEHIND ENCUMBRANCES, STORAGE, CONDITIONS, OR LOCKS MAKE INSPECTION IMPRACTICAL; AND AREAS OR TIMBERS AROUND EAVES THAT WOULD REQUIRE USE OF AN EXTENSION LADDER.

SLAB FLOOR CONSTRUCTION HAS BECOME MORE PREVALENT IN RECENT YEARS. FLOOR COVERING MAY CONCEAL CRACKS IN THE SLAB THAT WILL ALLOW INFESTATIONS TO ENTER. INFESTATIONS MAY BE CONCEALED BY PLASTER, SHEETROCK OR OTHER WALL COVERINGS SO THAT A DILIGENT INSPECTION MAY NOT UNCOVER THE TRUE CONDITION. THE ROOF WAS NOT INSPECTED DUE TO LACK OF ACCESSIBILITY, QUALIFICATION AND LICENSING. THESE AREAS ARE NOT PRACTICAL TO INSPECT BECAUSE OF HEALTH HAZARDS, DAMAGE, OBSTRUCTION OR INCONVENIENCE AND UNLESS SPECIFIED OR DESCRIBED IN THIS WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT. THIS COMPANY SHALL EXERCISE DUE CARE DURING INSPECTIONS AND TREATMENTS BUT ASSUMES NO LIABILITY FOR ANY DAMAGE TO TILES, SLATES, SHINGLES OR OTHER ROOFING MATERIALS, INCLUDING PATIO COVERS, ALUMINUM AWNINGS, SOLAR HEATING, PLANTS, SHRUBBERY OR PAINT DURING ANY TYPE OF TREATMENT.

THIS COMPANY SHALL RECOMMEND FURTHER INSPECTION IF THERE IS ANY QUESTION ABOUT NOTED AREAS. THIS COMPANY WILL NOT REINSPECT UNLESS A BUILDING PERMIT [WHERE APPLICABLE] IS POSTED AND SIGNED VIA: LOCAL BUILDING CODE INSPECTOR. IF A REINSPECTION IS EITHER REQUIRED OR REQUESTED IT MUST BE COMPLETED WITHIN FOUR MONTHS FROM THE DATE OF THE ORIGINAL INSPECTION. THE COST OF A REINSPECTION SHALL NOT EXCEED AND WILL BE THE SAME AS THE COST OF THE ORIGINAL INSPECTION. ANY RECONSTRUCTION TO THE STRUCTURE, AT AREAS THAT WERE INACCESSIBLE DURING THE ORIGINAL INSPECTION SHALL BE REINSPECTED BY THIS COMPANY PRIOR TO ANY CLOSING OF AREA[S]. RE: STRUCTURAL PEST CONTROL ACT ARTICLE 6 SECTION 8516[B], PARAGRAPH 1990[J]. AMENDED MARCH 1, 1974.

THE PURPOSE OF THIS REPORT IS TO DOCUMENT FINDINGS AND RECOMMENDATIONS WHICH PERTAIN TO THE ABSENCE OR PRESENCE OF WOOD DESTROYING ORGANISMS AND OR CONDUCTIVE CONDITION[S] AT THE TIME OF INSPECTION. THIS REPORT SHOULD BE READ CAREFULLY AND IS NOT TO BE CONFUSED WITH A HOME MAINTENANCE SURVEY. THE CLIENT'S COOPERATION AND COMPLIANCE TO CORRECT AND OR COMPLETE THE RECOMMENDATIONS DOCUMENTED IN THIS REPORT ARE OBLIGATORY. WITHOUT A MUTUAL EFFORT THIS COMPANY CAN NOT ASSURE EFFECTIVE OR SATISFACTORY RESULTS.

THE OWNER OF THIS STRUCTURE HAS CERTAIN OBLIGATIONS REGARDING MAINTENANCE AND PERTAINING TO THE DETERRENCE OF WOOD DESTROYING ORGANISMS. MAINTENANCE PROCEDURES INCLUDE; BUT ARE NOT LIMITED TO: REASONABLE CLEANING, UPKEEP OF ROOFS, GUTTERS AND DOWNSPOUTS; PAINTING AND SEALING OF EXPOSED SURFACES; CAULKING ABOUT DOORS AND WINDOWS OR GROUTING ABOUT COMMODES, TUB AND SHOWER ENCLOSURES; STORING MATERIALS ONE FOOT AWAY THE STRUCTURE'S FOUNDATIONS; PROVIDING ADEQUATE VENTILATION, MAINTAINING PROPER DRAINAGE AWAY FROM STRUCTURE (INCLUDING SPRINKLER SYSTEMS); KEEPING SOIL LEVELS BELOW THE TOP OF FOUNDATIONS AND PROHIBITING EARTH CONTACT WITH WOOD COMPONENTS OF THE STRUCTURE(S).

PREPARATION IS MANDATORY AND IT IS THE OWNER RESPONSIBILITY TO PROVIDE THE UTILITIES NECESSARY FOR TERMITE WORK. ALL SOIL SHALL BE SOAKED SIX INCHES DEEP AND TWELVE INCHES OUTWARD FROM EXTERIOR FOUNDATIONS ONE DAY PRIOR TO FUMIGATION. ALL PLANTS OR SHRUBBERY MUST BE TRIMMED BACK ONE FOOT FROM STRUCTURE PRIOR TO ANY FUMIGATION OR SUBTERRANEAN TERMITE TREATMENT. ANY STORED MATERIALS, FURNISHINGS, ETC., ON SLAB FLOORING MUST BE MOVED ONE FOOT AWAY FROM FOUNDATION AND PARTITION WALL INSPECTING AND TREATMENT. THE OWNER MUST ALLOW ACCESS FOR ANY NECESSARY INSPECTION OR TREATMENT.

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## NOTES, CAUTIONS AND DISCLAIMERS AREA

### GUARANTEE POLICY:

THIS GUARANTEE EXCLUDES ALL LOCALIZED CHEMICAL TREATMENTS, STRUCTURES WITH SUB SLAB HEATING/AIR CONDITIONING SYSTEMS, PLENUM CONSTRUCTION WITH AIR CONDITIONING AND HEATING DUCT IN USE, A WELL OR CISTERN WITHIN FIFTY FEET AND AREAS THAT ARE INACCESSIBLE FOR TREATMENT. ADDITIONAL EXCLUSIONS INCLUDE STRUCTURES WITH DAMAGE TO OR FROM EXCESSIVE MOISTURE, INADEQUATE CONSTRUCTION, AREAS OF INACCESSIBILITY, DETERIORATING MATERIALS, MASONRY FAILURE, GRADE ALTERATION, PIPES AND CONDUITS BENEATH CONCRETE SLAB, FURNISHINGS OR CONTENTS, ETC. NO GUARANTEE WILL BE ISSUED FOR ANY WORK THAT IS A SECONDARY RECOMMENDATION OR WORK COMPLETED BY OTHERS. GUARANTEED FOR THIRTY DAYS ARE ANY PLUMBING, GROUTING, CAULKING AND RESETTING OF COMMODES, SINKS OR ENCLOSURES. ALL OTHER WORK PERFORMED BY THIS COMPANY SHALL BE GUARANTEED FOR THE DURATION OF ONE YEAR.

THIS WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT DOES NOT INCLUDE WORK WHICH REQUIRES CONTACT WITH MATERIALS CONTAINING ASBESTOS. TERMITE INSPECTORS HAVE NO EXPERTISE OR LICENSE IN ASBESTOS ANALYSIS. ASBESTOS IS A NATURAL OCCURRING MINERAL FIBER USED EXTENSIVELY IN CONSTRUCTION PRIOR TO 1978. THE OWNER, EMPLOYEE OR CONTRACTOR MUST DETERMINE THE ASBESTOS STATUS PRIOR TO THE COMMENCEMENT OF WORK ON A PROJECT. OCCUPANTS AND EMPLOYEES MUST BE PROTECTED FROM ASBESTOS FIBER RELEASE. SHOULD ASBESTOS BE OBSERVED DURING ANY CONSTRUCTION OR DEMOLITION, WORK MUST STOP. THE OWNER SHALL OBTAIN THE SERVICES OF AN ASBESTOS ABATEMENT CONTRACTOR TO EVALUATE THE SITUATION, PROVIDE THE NECESSARY SERVICES AND CERTIFY THE AREA SAFE BEFORE WORK MAY RESUME. ASBESTOS STATEMENT REF: AB2040, SB2572 AND GENERAL INDUSTRY SAFETY ORDER NUMBER 5208.

**NOTE: THE EXTERIOR SURFACE OF THE ROOF WAS NOT INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD.**

**NOTICE: REPORTS ON THIS STRUCTURE PREPARED BY VARIOUS REGISTERED COMPANIES SHOULD LIST THE SAME FINDINGS (I.E. TERMITE INFESTATION, TERMITE DAMAGE, FUNGUS DAMAGE, ETC). HOWEVER, RECOMMENDATIONS TO CORRECT THESE FINDINGS MAY VARY FROM COMPANY TO COMPANY. YOU HAVE THE RIGHT TO SEEK SECOND OPINION FROM ANOTHER COMPANY.**

### NOTE:

IF LOCAL BUILDING DEPARTMENT REQUIRES ADDITIONAL WORK WHICH IS NOT OUTLINED IN THIS REPORT, A CHANGE WORK ORDER WILL BE ISSUED. THE CHANGE ORDER WILL INCLUDE THE CITY REQUIREMENTS AND AN ADDITIONAL COST ESTIMATE TO PERFORM THE WORK.

MOLD DISCLAIMER: THERE MAY BE HEALTH-RELATED IMPLICATIONS ASSOCIATED WITH THE FINDINGS REFLECTED ON THIS REPORT. WE ARE NOT QUALIFIED TO RENDER ANY OPINION CONCERNING ANY SUCH HEALTH IMPLICATIONS, AND NO SUCH OPINION IS EXPRESSED. ANY QUESTIONS CONCERNING ANY HEALTH-RELATED IMPLICATIONS WHICH MAY BE ASSOCIATED WITH THE FINDINGS OR RECOMMENDATIONS (INCLUDING RECOMMENDATIONS FOR STRUCTURAL REPAIRS) THAT ARE REFLECTED IN THIS REPORT, OR CONCERNING INDOOR AIR QUALITY, SHOULD BE DIRECTED TO A QUALIFIED PROFESSIONAL.

SECTIONED REPORTING -- THIS IS A SEPARATED REPORT WHICH IS DEFINED AS SECTION I OR SECTION II CONDITIONS EVIDENT ON THE DATE OF THIS INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREA(S) WHICH DURING THE ORIGINAL INSPECTION DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE HIS INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

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## 1. SUBSTRUCTURE AREA

### ITEM NO. 1A

FINDING: (SECTION NOT DETERMINED.)

THE SUBSTRUCTURE HAS CLOSED WALLS AND/OR CEILINGS. SUPPORT FRAMING NOT VISIBLE AT THE TIME OF THIS INSPECTION IS CONSIDERED INACCESSIBLE AS ARE ALL AREAS WITH CLOSED WALLS, CEILINGS OR STORAGE NOT MOVED. NO OUTWARD SIGN OF INFECTION OR INFESTATION WAS NOTED OTHER THAN DETAILED IN THIS REPORT.

### ITEM NO. 1B

FINDING: (SECTION 1)

THE DOOR JAMBS AND/OR ASSOCIATED TRIM ARE FUNGUS DAMAGED.

RECOMMENDATION:

REMOVE THE DAMAGED DOOR JAMBS / TRIM AND REPLACE WITH NEW MATERIAL. NO PAINTING IS INCLUDED.

### ITEM NO. 1C

FINDING: (SECTION 1)

THE BASEMENT PARTITION WALLS WHERE INDICATED, EXTEND DOWN AND ARE IN DIRECT CONTACT WITH THE CONCRETE SLAB. FUNGUS DAMAGE HAS DEVELOPED AT THE BASE OF THE WALLS.

RECOMMENDATION:

CUT UP THE BASE OF THE WALLS. REMOVE ALL DAMAGED MATERIALS. INSTALL A NEW PRESSURE TREATED SOLE PLATE.

### ITEM NO. 1D

FINDING: (SECTION 3)

EXCESSIVE STORAGE NOTED WHERE INDICATED. SUPPORT FRAMING WAS INACCESSIBLE TO VIEW.

RECOMMENDATION:

OWNER IS ADVISED TO MOVE STORAGE TO FACILITATE FURTHER INSPECTION.

### ITEM NO. 1E

FINDING: (SECTION 2)

THE BASEMENT PARTITION WALLS WHERE INDICATED, EXTEND DOWN AND ARE IN DIRECT CONTACT WITH THE CONCRETE SLAB. THIS CONDITION HAS NOT LED TO INFECTION OR INFESTATION AT THIS TIME.

RECOMMENDATION:

OWNER IS ADVISED TO PERIODICALLY MONITOR THE BASE OF THE WALLS FOR EXCESSIVE MOISTURE CONDITIONS.

### ITEM NO. 1F

FINDING: (SECTION 2)

WATER STAINS WERE NOTED WHERE INDICATED. MOISTURE APPEARS TO HAVE ORIGINATED FROM THE LIGHTWELL ABOVE.

RECOMMENDATION:

OWNER IS ADVISED TO CONTACT A LICENSED ROOFER FOR FURTHER EVALUATION OF THE LIGHTWELL ROOF COVERING.

### ITEM NO. 1G

FINDING: (SECTION 1)

SCATTERED EVIDENCE OF WOODBORING BEETLE INFESTATION WAS NOTED THROUGHOUT PORTIONS OF THE SUBSTRUCTURE.

RECOMMENDATION:

OUR PRIMARY RECOMMENDATION IS TO FUMIGATE THE STRUCTURE WITH LETHAL GAS. AS THIS IS NOT POSSIBLE DUE TO THE CLOSE PROXIMITY OF THE ADJACENT STRUCTURES, WE OFFER A SECONDARY, SUBSTANDARD, RECOMMENDATION OF LOCALLY TREATING THE AREA OF INFESTATION WITH A REGISTERED CHEMICAL IN ACCORDANCE WITH MANUFACTURER'S LABEL. NOTE: LOCAL TREATMENT IS NOT INTENDED TO BE AN ENTIRE STRUCTURE TREATMENT METHOD. IF INFESTATION OF WOOD DESTROYING PESTS EXTEND OR EXIST BEYOND THE AREAS OF LOCAL TREATMENT, THEY

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## 1. SUBSTRUCTURE AREA

MAY NOT BE EXTERMINATED.

### ITEM NO. 1H

FINDING: (SECTION 2)

EVIDENCE OF LEAKAGE WAS NOTED AT THE WASHING MACHINE.

RECOMMENDATION:

CONTACT APPROPRIATE TRADES FOR FURTHER EVALUATION AND TO CORRECT THIS CONDITION.

### ITEM NO. 1I

FINDING:(SECTION 1)

FUNGUS DAMAGE WAS NOTED TO THE LOWER WOOD FRAMING MEMBERS.

RECOMMENDATION:

REMOVE DAMAGED WOOD MEMBERS. REPLACE WITH NEW MATERIAL.

### ITEM NO. 1J

FINDING: (SECTION NOT DETERMINED)

INACCESSIBLE AREAS EXISTS AS INDICATED ON THE DIAGRAM. THE BASEMENT STORAGE AREAS WERE LOCKED AT THE TIME OF INSPECTION.

RECOMMENDATION:

FURTHER INSPECTION IS RECOMMENDED UPON OWNER PROVIDING ACCESS INTO THESE AREAS.

### ITEM NO. 1K

FINDING: (SECTION 2)

THE CLOTHES DRYER IS NOT VENTING TO THE EXTERIOR. THIS CONSTITUTES AN EXCESSIVE MOISTURE CONDITION.

RECOMMENDATION:

OWNER IS ADVISED TO PROPERLY VENT DRYER TO EXTERIOR OF STRUCTURE.

## 2. STALL SHOWER AREA

### ITEM NO. 2A

NOTE:

THE STALL SHOWERS HAVE BEEN CONSTRUCTED OVER A FINISHED CEILING AND WERE NOT WATER TESTED. NO WATER STAINS WERE NOTED TO THE FINISHED CEILINGS AS VIEWED FROM BELOW. NO OPINION IS GIVEN REGARDING FUTURE WATERTIGHTNESS OF THE STALL SHOWERS.

### ITEM NO. 2B

FINDING: (SECTION 1)

LEAKAGE FROM THE BATHROOM ABOVE HAS CONTRIBUTED TO MOISTURE PENETRATION AND DETERIORATION OF THE STALL SHOWER TILE BACKING IN THE APT. #3 BATHROOM.

RECOMMENDATION:

REMOVE TILE AND TILE BACKING. REPAIR DAMAGED WOOD FRAMING MEMBERS AS NECESSARY. INSTALL NEW WATER RESISTANT SHEETROCK AND 4X4 CERAMIC TILES OVER A FIBERGLASS REINFORCED BACKER BOARD OR A MORTAR FLOAT.

NOTE: REPAIRS ARE LIMITED TO THE STALL SHOWER ENCLOSURE ONLY. FURTHER INSPECTION IS RECOMMENDED UPON REMOVAL OF THE SHOWER WALLS. IF DAMAGE IS FOUND TO EXTEND INTO THE ADJACENT WALLS AND/OR FLOORS, A SUPPLEMENTAL REPORT WILL BE ISSUED ALONG WITH ADDITIONAL COST ESTIMATES.



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### 3. FOUNDATION AREA

#### ITEM NO. 3A

FINDING: (SECTION 1)

FUNGUS DAMAGE HAS DEVELOPED TO PORTIONS OF THE FOUNDATION MUDSILLS WHERE INDICATED.

RECOMMENDATION:

REMOVE DAMAGED PORTIONS OF FOUNDATION MUDSILLS. REPLACE WITH NEW PRESSURE TREATED MATERIAL. BOLT MUDSILL TO FOUNDATION AS REQUIRED BY CODE.

### 4. PORCHES AND STEPS AREA

#### ITEM NO. 4A

FINDING: (SECTION 1)

FUNGUS AND WOODBORING BEETLE DAMAGE HAS DEVELOPED THROUGHOUT PORTIONS OF THE LEFT AND RIGHT SIDE WOODEN STAIRS AND LANDINGS. DAMAGE EXTENDS INTO THE EXTERIOR SIDING IN SEVERAL AREAS.

RECOMMENDATION:

REMOVE DAMAGED PORTIONS OF STAIRS AND LANDINGS. REPLACE WITH NEW MATERIAL. NO PAINTING IS INCLUDED.

NOTE: REPAIRS AS OUTLINED ARE FOR "BOARD FOR BOARD" REPLACEMENT OF THE FUNGUS DAMAGED WOOD MEMBERS ONLY AND ARE CONTINGENT UPON APPROVAL OF LOCAL BUILDING DEPARTMENT. COST OF PLANS, PERMITS AND ADDITIONAL WORK REQUIRED BY THE LOCAL BUILDING OFFICIAL ARE NOT INCLUDED. PRICE QUOTED IS AN ESTIMATE ONLY AND IS SUBJECT TO CHANGE UPON REVIEW OF APPROVED ENGINEERING DRAWINGS.

#### ITEM NO. 4B

FINDING: (SECTION 1)

EVIDENCE OF WOOD BORING BEETLE INFESTATION NOTED IN THE LEFT AND RIGHT SIDE DECK AND STAIRS ASSEMBLIES. INFESTATION EXTENDS INTO THE ADJACENT WOOD SIDING.

RECOMMENDATION:

CHEMICALLY TREAT LOCALY FOR CONTROL OF WOOD BORING BEETLE INFESTATION. NOTE: LOCAL TREATMENT IS NOT INTENDED TO BE AN ENTIRE STRUCTURE TREATMENT METHOD. IF INFESTATION OF WOOD DESTROYING PESTS EXTEND OR EXIST BEYOND THE AREAS OF LOCAL TREATMENT, THEY MAY NOT BE EXTERMINATED.

### 6. ABUTMENT AREA

#### ITEM NO. 6A

FINDING: (SECTION 2)

OPEN CRACKS WERE NOTED IN THE EXTERIOR STUCCO SURFACES. THIS IS CONDUCIVE TO MOISTURE ENTRY AND FUNGUS INFECTION.

RECOMMENDATION:

CONTACT A LICENSED PLASTERER FOR FURTHER EVALUATION AND REPAIR.

#### ITEM NO. 6B

FINDING: (SECTION NOT DETERMINED.)

THE EXTERIOR STUCCO WALLS AND SOFFITS ARE SEALED AND INACCESSIBLE TO INSPECTION. THESE AREAS ARE NOT PROPERLY VENTED. FURTHER INSPECTION IS RECOMMENDED BY MEANS OF INSTALLING TEST OPENINGS. THIS WILL BE PERFORMED ONLY UPON REQUEST AND AUTHORIZATION. FINDINGS TO BE REPORTED IN A SUPPLEMENTAL REPORT.

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## 9. DECKS AND PATIOS AREA

### ITEM NO. 9A

FINDING: (SECTION 1)

FUNGUS AND WOODBORING BEETLE DAMAGE WAS NOTED THROUGHOUT THE REAR WOODEN DECK AND STAIRS ASSEMBLY.

RECOMMENDATION:

REMOVE DAMAGED PORTIONS OF DECK AND STAIRS ASSEMBLY. REPLACE WITH NEW MATERIAL. ALL NEW FRAMING MEMBERS TO BE PRESSURE TREATED MATERIAL.

NOTE: REPAIRS AS OUTLINED ARE CONTINGENT UPON APPROVAL OF LOCAL BUILDING DEPARTMENT. COST OF PLANS, PERMITS AND EXTRA WORK AS REQUIRED BY THE LOCAL BUILDING OFFICIAL, ARE NOT INCLUDED. PRICE QUOTED IS AN ESTIMATE ONLY AND IS SUBJECT TO CHANGE UPON REVIEW OF APPROVED ENGINEERING DRAWINGS.

## 10. INTERIOR AREA

### ITEM NO. 10A

FINDING: (SECTION 2)

WATER STAINS AND/OR EVIDENCE OF PREVIOUS LEAKAGE WAS NOTED AROUND THE WINDOWS IN APT. #5. THIS IS A CONDITION CONDUCIVE TO FUNGUS.

RECOMMENDATION:

OWNER IS ADVISED TO MAINTAIN THE WINDOWS IN A WELL SEALED AND PAINTED CONDITION.

### ITEM NO. 10B

FINDING: (SECTION 2)

CRACKS WERE NOTED TO THE CERAMIC TILED BATHROOM FLOOR IN APT. #5. RECOMMENDATION: OWNER IS ADVISED TO MAINTAIN THE BATHROOM FLOORS IN A WELL SEALED AND WATERTIGHT CONDITION.

### ITEM NO. 10C

FINDING: (SECTION NOT DETERMINED)

MILDEW WAS NOTED TO FINISHED WALLS IN APT. #5.

RECOMMENDATION:

OWNER IS ADVISED TO PROVIDE ADEQUATE VENTILATION THROUGHOUT THE LIVING AREAS.

### ITEM NO. 10D

FINDING: (SECTION 1)

LOOSE AND MISSING TILE HAS CONTRIBUTED TO MOISTURE PENETRATION AND DETERIORATION OF THE STALL SHOWER TILE BACKING IN THE APT #5 BATHROOM.

RECOMMENDATION:

REMOVE TILE AND TILE BACKING. REPAIR DAMAGED WOOD FRAMING MEMBERS AS NECESSARY. INSTALL NEW WATER RESISTANT SHEETROCK AND 4X4 CERAMIC TILES OVER A FIBERGLASS REINFORCED BACKER BOARD OR A MORTAR FLOAT.

NOTE: REPAIRS ARE LIMITED TO THE STALL SHOWER ENCLOSURE ONLY. FURTHER INSPECTION IS RECOMMENDED UPON REMOVAL OF THE SHOWER WALLS. IF DAMAGE IS FOUND TO EXTEND INTO THE ADJACENT WALLS AND/OR FLOORS, A SUPPLEMENTAL REPORT WILL BE ISSUED ALONG WITH ADDITIONAL COST ESTIMATES.

### ITEM NO. 10E

FINDING: (SECTION NOT DETERMINED.)

THE TOILET IN THE APT. #5 BATHROOM IS LOOSELY ATTACHED TO THE FLOOR.

RECOMMENDATION:

CONTACT A LICENSED PLUMBER TO PROPERLY FASTEN THE TOILET TO THE FLOOR.

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## 10. INTERIOR AREA

### ITEM NO. 10F

**FINDING: (SECTION 2)**

EVIDENCE OF PREVIOUS MOISTURE PENETRATION WAS NOTED TO THE KITCHEN COUNTERTOPS IN APT. #2.

**RECOMMENDATION:**

OWNER IS ADVISED TO MAINTAIN THE KITCHEN SINK AND COUNTER AREA IN A WELL SEALED AND WATERTIGHT CONDITION TO PREVENT MOISTURE PENETRATION.

### ITEM NO. 10G

**FINDING: (SECTION 2)**

WATER STAINS WERE NOTED TO THE FINISHED CEILINGS IN THE LIVING ROOM IN APT. #3. MOISTURE APPEARS TO HAVE ORIGINATED FROM THE ROOF.

**RECOMMENDATION:**

OWNER IS ADVISED TO CONTACT A LICENCED ROOFER FOR FURTHER EVALUATION OF THE ROOF COVERINGS

### ITEM NO. 10H

**FINDING: (SECTION 1)**

FUNGUS DAMAGE WAS NOTED TO PORTIONS OF THE UNDERLAYMENT IN THE APT. #3 AND #6 BATHROOMS.

**RECOMMENDATION:**

REMOVE COMMODE AND SHEET VINYL FLOORING. REPLACE DAMAGED UNDERLAYMENT. INSTALL A NEW SHEET VINYL FLOOR COVERING IN A NEUTRAL COLOR. IF OWNER DESIRES A CERTAIN GRADE OR COLOR THERE COULD BE ADDITIONAL CHARGES. REPLACE COMMODE.

### ITEM NO. 10I

**FINDING: (SECTION 1)**

FUNGUS DAMAGE WAS NOTED TO PORTIONS OF THE SUBFLOOR AND/OR TILE SUBSTRATE BENEATH THE CERAMIC TILED BATHROOM FLOOR DUE TO LEAKAGE FROM THE SHOWER ENCLOSURE.

**RECOMMENDATION:**

REMOVE COMMODE AND EXISTING CERAMIC TILE FLOORING. REPLACE DAMAGED FRAMING. INSTALL NEW MEDIUM GRADE CERAMIC TILE OVER A MORTAR FLOAT. REPLACE COMMODE.

### ITEM NO. 10J

**FINDING:(SECTION 1)**

FUNGUS DAMAGE WAS NOTED TO THE BASEBOARD TRIM IN THE APT. #4 BATHROOM.

**RECOMMENDATION:**

REMOVE DAMAGED PORTIONS OF THE WOOD TRIM. REPLACE WITH NEW MATERIAL. NO PAINTING IS INCLUDED.

### ITEM NO. 10K

**FINDING: (SECTION 1)**

FUNGUS DAMAGE WAS NOTED TO THE KITCHEN SINK BASE CABINET IN APT. #4.

**RECOMMENDATION:**

REMOVE DAMAGED WOOD MEMBERS AND REPLACE WITH NEW MATERIAL.

### ITEM NO. 10L

**FINDING: (SECTION 1)**

LOOSE AND UNEVEN TILE HAS CONTRIBUTED TO MOISTURE PENETRATION AND DETERIORATION OF THE TILE BACKING BEHIND THE BATHTUB WALLS IN THE APT. #6 BATHROOM.

**RECOMMENDATION:**

REMOVE TILE AND TILE BACKING. REPAIR DAMAGED WOOD FRAMING MEMBERS AS NECESSARY. INSTALL NEW WATER RESISTANT SHEETROCK AND 4X4 CERAMIC TILES OVER CEMENT BACKER BOARD OR A MORTAR FLOAT.

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## 11. EXTERIOR AREA

### ITEM NO. 11A

FINDING: (SECTION 1)

FUNGUS DAMAGE WAS NOTED TO SEVERAL WINDOW SASHES AND RELATED TRIM / CASINGS THROUGHOUT THE STRUCTURE. OTHER SASHES WERE NOTED TO BE IN NEED OF MINOR REPAIR OR REGULAR MAINTENANCE.

RECOMMENDATION:

OWNER IS ADVISED TO CONTACT A LICENSED WINDOW CONTRACTOR FOR REPAIR OR REPLACEMENT OF THE DAMAGED SASHES / RELATED TRIM, AND TO MAINTAIN THE REMAINING WINDOWS IN A SEALED AND PAINTED CONDITION.

### ITEM NO. 11B

FINDING: (SECTION 1)

FUNGUS DAMAGE WAS NOTED TO THE BASE OF THE ENTRY DOOR SIDELIGHT.

RECOMMENDATION:

REMOVE DAMAGED PORTION OF THE SIDELIGHT AND REPLACE WITH NEW MATERIAL. NO PAINTING IS INCLUDED.

### ITEM NO. 11C

FINDING: (SECTION 1)

FUNGUS DAMAGE WAS NOTED TO THE WOOD ENCLOSING THE FRONT BASEMENT WINDOW.

RECOMMENDATION:

REMOVE DAMAGED WOOD AND REPLACE WITH NEW MATERIAL. NO PAINTING IS INCLUDED.

### ITEM NO. 11D

FINDING (SECTION 1)

THE FENCE(S) WHERE INDICATED ON THE DIAGRAM ARE FUNGUS DAMAGED AND ATTACHED DIRECTLY TO THE STRUCTURE.

RECOMMENDATION:

DIVORCE FENCE(S) FROM THE STRUCTURE WITH A METAL FLASHING OR FLASHINGS.

### ITEM NO. 11E

FINDING: (SECTION 1)

FUNGUS DAMAGE WAS NOTED TO THE EXTERIOR WOOD SIDING BENEATH THE LEFT AND RIGHT SIDE STAIRS OVERHANGS.

RECOMMENDATION:

REMOVE DAMAGED WOOD SIDING. REPLACE WITH NEW MATERIAL. NO PAINTING IS INCLUDED. REPAIRS ARE LIMITED TO THE EXTERIOR SIDING ONLY. IF DAMAGE IS FOUND TO EXTEND INTO CURRENTLY INACCESSIBLE AREAS, FINDINGS WILL BE REPORTED IN A SUPPLEMENTAL REPORT ALONG WITH ADDITIONAL COST ESTIMATES.

### ITEM NO. 11F

FINDING: (SECTION 2)

THE EXTERIOR WOOD SIDING WAS NOTED TO BE IN A WEATHERED CONDITION.

RECOMMENDATION:

OWNER IS ADVISED TO MAINTAIN THE EXTERIOR IN A WELL SEALED AND WATERTIGHT CONDITION.

### ITEM NO. 11G

FINDING: (SECTION NOT DETERMINED)

THE EXTERIOR IS COVERED WITH COMPOSITE SHINGLES. BUILDINGS WITH REPLACEMENT SIDING MAKE IT IMPOSSIBLE WITH A VISUAL, NON - INVASIVE INSPECTION TO DETERMINE UNDERLYING CONDITIONS.

RECOMMENDATION:

FURTHER INSPECTION WOULD ENTAIL REMOVAL OF EXTERIOR SIDING. THIS WILL BE PERFORMED ONLY UPON REQUEST, AUTHORIZATION AND FOR ADDITIONAL COST. FINDINGS TO BE REPORTED IN A SUPPLEMENTAL REPORT.

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## 11. EXTERIOR AREA

### ITEM NO. 11H

**FINDING: (SECTION 1)**

FUNGUS DAMAGE WAS NOTED TO THE FRENCH DOORS AT THE REAR OF THE LOWER UNIT.

**RECOMMENDATION:**

REMOVE DAMAGED DOORS. REPLACE WITH NEW SOLID CORE, EXTERIOR GRADE DOORS. REUSE EXISTING HARDWARE. NO PAINTING IS INCLUDED.

## COMMENTS AND OTHER INFORMATION AREA

NOTE: IT IS THE OPINION OF THIS INSPECTOR THAT THE REPAIRS OUTLINED IN THIS REPORT WILL REQUIRE A BUILDING PERMIT. THE COST OF PERMITS ARE NOT INCLUDED IN THIS BID AND WILL BE DETERMINED UPON ISSUANCE OF THE PERMIT.

NOTE: THE EXTERIOR OF THE STRUCTURE WHERE INDICATED WAS INACCESSIBLE TO INSPECTION DUE TO LACK OF ACCESS INTO THE ADJACENT NEIGHBORS YARD AND/OR CLOSE PROXIMITY OF THE ADJACENT STRUCTURES. FURTHER INSPECTION IS RECOMMENDED AND WILL BE PERFORMED ONLY UPON REQUEST AND AUTHORIZATION.

NOTE: THE SECOND STORY EAVES WERE NOT INSPECTED. NO OPINION IS RENDERED CONCERNING EAVES, SOFFITS, RAFTER TAILS OR OTHER WOOD MEMBERS ABOVE THE FIRST FLOOR. FURTHER INSPECTION OF THESE AREAS WILL ENTAIL THE INSTALLATION OF SCAFFOLDING.

NOTE: SLOPING FLOORS WERE NOTED IN VARIOUS AREAS. CONTACT THE APPROPRIATE TRADES FOR FURTHER EVALUATION AND INFORMATION.

CALIFORNIA STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION: CAUTION-PESTICIDES ARE TOXIC CHEMICALS. STRUCTURAL PEST CONTROL BOARD COMPANIES ARE REGISTERED AND REGULATED BY THE STRUCTURAL PEST CONTROL BOARD, AND APPLY PESTICIDES WHICH ARE REGISTERED AND APPROVED FOR USE BY THE CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. REGISTRATION IS GRANTED WHEN THE STATE FINDS THAT BASED ON EXISTING SCIENTIFIC EVIDENCE THERE ARE NO APPRECIABLE RISKS IF PROPER USE CONDITIONS ARE FOLLOWED OR THAT THE RISKS ARE OUTWEIGHED BY THE BENEFITS. THE DEGREE OF RISK DEPENDS UPON THE DEGREE OF EXPOSURE, SO EXPOSURE SHOULD BE MINIMIZED."

IF WITHIN TWENTY-FOUR HOURS FOLLOWING APPLICATION YOU EXPERIENCE SYMPTOMS SIMILAR TO COMMON SEASONAL ILLNESS COMPARABLE TO THE FLU, CONTACT YOUR PHYSICIAN OR POISON CONTROL CENTER AT: [(415) 428-3240] ALAMEDA [(415) 666-2845] SAN FRANCISCO AND YOUR PEST CONTROL OPERATOR IMMEDIATELY.

"FOR FURTHER INFORMATION, CONTACT ANY OF THE FOLLOWING: YOUR PEST CONTROL COMPANY(415)239-1700; FOR HEALTH QUESTIONS-THE COUNTY HEALTH DEPARTMENT (415)554-2500; FOR APPLICATION INFORMATION-THE COUNTY AGRICULTURAL COMMISSIONER(415)647-9423 AND FOR REGULATORY INFORMATION-THE STRUCTURAL PEST CONTROL BOARD (916)561-8700 1418 HOWE AVE SACRAMENTO, CA 95825-3280

**IF WE HAVE RECOMMENDED THE USE OF A FUNGICIDE WE WILL USE:**

- \* TIMBOR - (A/I) Disodium octaborate tetrahydrate: 98% - Inert Ingredients: 2%

**IF WE HAVE RECOMMENDED THE TREATMENT OF SUBTERRANEAN TERMITES WE WILL USE:**

- \* PREMISE 75 (A/I) Imidacloprid 75%, Inert Ingredients 25%

**IF WE HAVE RECOMMENDED THE TREATMENT OF WOOD BORING BEETLES WE WILL USE:**

- \* TIM-BOR (A/I) Disodium octaborate tetrahydrate 98%, Inert Ingredients 2%

**IF WE HAVE RECOMMENDED THE LOCALIZED TREATMENT OF DRYWOOD TERMITES WE WILL USE:**

- \* CY-KICK (A/I) Cyfluthrin 98%, Inert Ingredients 2%

**FOR FURTHER INFORMATION CONTACT ANY OF THE FOLLOWING:**

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
330	PRESIDIO	SAN FRANCISCO	94115	03/10/2013	11 of 11

**COMMENTS AND OTHER INFORMATION AREA**

CITY	COUNTY HEALTH DEPARTMENTS:	CO. AGRICULTURAL COMMSR.:	POISON CONTROL CENTER:
San Francisco -	(415) 554-2500	(415) 824-6100	(415) 476-6600
San Mateo -	(415) 573-2222	(415) 363-4700	(415) 476-6600
Santa Clara -	(408) 299-5858	(408) 299-2171	(408) 299-5112
Contra Costa -	(510) 646-4416	(510) 646-5250	(510) 646-6600
Alameda -	(510) 522-0889	(510) 670-5232	(800) 523-2222

**H.R. WELLINGTON CONSTRUCTION, INC.**

4722 MISSION STREET  
 SAN FRANCISCO, CA 94112  
 (415) 239-1700 FAX: (415) 239-6800

**INVOICE****Invoice Number:**

20135016

**Invoice Date:**

03/10/2013

Bill To:

JESSE FOWLER  
 BROWN & COMPANY  
 775 MONTEREY BLVD.  
 SAN FRANCISCO, CA 94127  
 PH.# 415-648-5800 FAX: 415-334-7596

Address of Property Inspected:

330 PRESIDIO  
 SAN FRANCISCO, CA 94115

Invoice Description:

Date of Inspection: 03/10/2013

Termite Inspection Report Fee: \$ 1100.00 *(Termite work not included.)*

Payments: \$ 1100.00 Date: 03/12/2013

**TOTAL DUE: \$ 0.00****NOTICE TO OWNER**

Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.



# Work Authorization

Prepared by

## H.R. WELLINGTON CONSTRUCTION, INC.

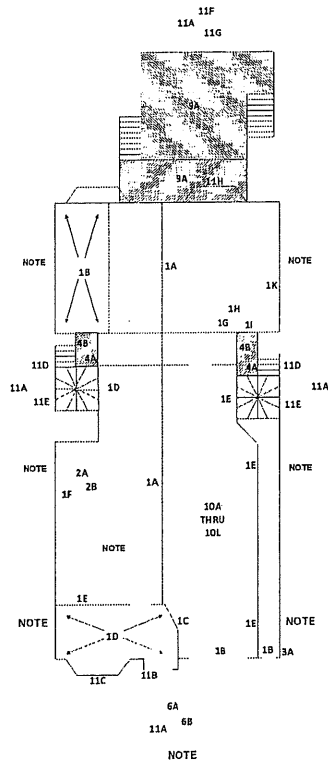
### ADDRESS OF PROPERTY INSPECTED

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
330	PRESIDIO	SAN FRANCISCO	94115	38	03/10/2013

Ordered by:	Property Owner and/or Party of Interest	Report sent to:
JESSE FOWLER BROWN & COMPANY 775 MONTEREY BLVD. SAN FRANCISCO, CA 94127	OWNER OF RECORD 330 PRESIDIO SAN FRANCISCO, CA 94115	JESSE FOWLER BROWN & COMPANY 775 MONTEREY BLVD SAN FRANCISCO, CA 94127

An inspection has been made of the structure(s) on the diagram in accordance with the the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

**NOTE:** If diagram is not displayed here, please see the report.







# Work Authorization

Page 2 of 3 pages

Prepared by

## H.R. WELLINGTON CONSTRUCTION, INC.

### ADDRESS OF PROPERTY INSPECTED

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
330	PRESIDIO	SAN FRANCISCO	94115	38	03/10/2013

#### Section 1

1B	=	270.00	P
1C	=	270.00	P
1G	=	200.00	P
1I	=	175.00	P
2B	=	4200.00	P
3A	=	375.00	P
4A	=	26000.00	P
4B	=	340.00	P
9A	=	16500.00	P
10D	=	4450.00	P
10H	=	1650.00	P
10I	=	2800.00	P
10J	=	145.00	P
10K	=	225.00	P
10L	=	3400.00	P
11A	=	Appropriate trades	P
11B	=	325.00	P
11C	=	275.00	P
11D	=	340.00	P
11E	=	450.00	P
11H	=	1450.00	P



# Work Authorization

Prepared by

## H.R. WELLINGTON CONSTRUCTION, INC.

### ADDRESS OF PROPERTY INSPECTED

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
330	PRESIDIO	SAN FRANCISCO	94115	38	03/10/2013

Cost of all Primary Recommendations \$ 63840.00

**NOTE: Damage found in Inaccessible Areas may require a Supplemental report and/or Work Authorization, or may require amendments to this Work Authorization.**

1. If further inspection is recommended, if additional work is required by any government agency, or if additional damage is discovered while performing the repairs, this company reserves the right to increase prices.
2. In the event that legal action is necessary to enforce the terms of this contract, reasonable attorney's fees may be awarded to the prevailing party.
3. This company will use due caution and diligence in their operations but assume no responsibility for matching existing colors and styles, or for incidental damage to roof coverings, T.V. antennae, solar panels, rain gutters, plant life, or paint.
4. This report is limited to the accessible areas shown on the diagram. Please refer to the report for the areas not inspected.
5. If this contract is to be paid out of escrow impound the buyers and sellers agree to provide this company with all escrow billing information required to collect the amount due. The persons signing this contract are responsible for payment, and if the escrow does not close within 30 days after the date of completion of the work agree to pay in full the amount specified in this work authorization agreement.
6. If this agreement includes a charge for opening an area for further inspection, it is for opening the area only and does not include making additional repairs, if needed, nor does it include replacing removed or damaged floor coverings, wall coverings, or painted exposed surfaces unless specifically stated.

This company is authorized to perform items: \_\_\_\_\_

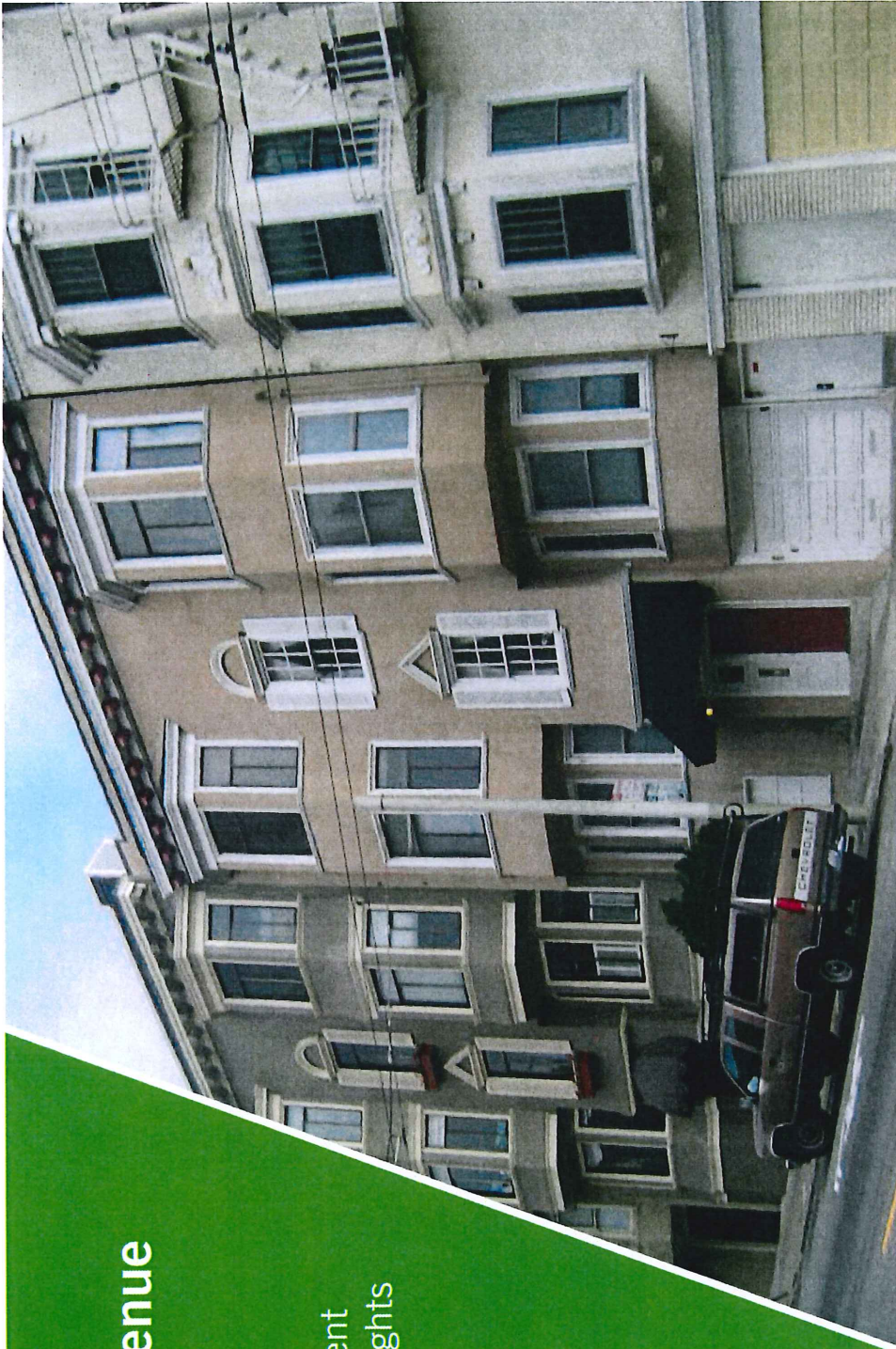
Cost of work authorized: \$ \_\_\_\_\_

OWNER or OWNER's AGENT:	DATE:
X _____	_____
X _____	_____

H.R. WELLINGTON CONSTRUCTION, INC.
BY: _____
ESCROW CO: _____
ESCROW NO: _____

**326-330 Presidio Avenue**  
San Francisco California

A 6-Unit Multi-Family Investment  
Property Located in Pacific Heights



**Exhibit**

**II**

201 California Street, Suite 800  
San Francisco, California 94111

ph: (415) 781-8100

fx: (415) 956-3381

[www.ctbt.com](http://www.ctbt.com)

**Scott MacDonald**  
Business Manager  
(415) 677-0462  
[smacdonald@ctbt.com](mailto:smacdonald@ctbt.com)  
Lic #01422005

**Ric Russell**  
Managing Partner  
(415) 677-0448  
[rrussell@ctbt.com](mailto:rrussell@ctbt.com)  
Lic #00848691

**Northern California's Source for Apartment Brokerage Services**