

Free Recording Requested Pursuant to  
Government Code Section 27383 and 27388.1

Recording requested by and  
when recorded mail to:  
City and County of San Francisco  
Mayor's Office of Housing  
and Community Development  
1 South Van Ness Avenue, 5th Floor  
San Francisco, California 94103  
Attn: Director  
APN#: [\_\_\_\_\_]  
Address: 78 Haight Street, San Francisco, CA

-----Space Above This Line for Recorder's Use-----

**DECLARATION OF RESTRICTIONS AND  
AFFORDABLE HOUSING COVENANTS**  
78 Haight Street

**THIS DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING  
COVENANTS** (this “Declaration”) is made as of \_\_\_\_\_, 2022, by  
**OCTAVIA RSU ASSOCIATES, L.P.**, a California limited partnership (“Borrower”), in  
favor of the **CITY AND COUNTY OF SAN FRANCISCO**, represented by the Mayor,  
acting by and through the Mayor's Office of Housing and Community Development (the  
“City”).

**RECITALS**

A. The City is making a loan (the “Loan”) to Borrower of AHF Inclusionary  
Funds, AHF Inclusionary Market and Octavia Funds, 2019 GO Bond funds, No Place  
Like Home funds, and ERAF housing funds, to finance costs associated with the  
development of the leasehold interest in the real property described in **Exhibit A** attached  
hereto and incorporated herein by reference (the land and the leasehold interest, the  
“Property”) as low-income affordable housing (the “Project”). The Loan is evidenced by,  
among other documents, an Amended and Restated Loan Agreement between the City  
and Borrower dated as of the date of this Declaration, as it may be amended from time to  
time (the “Agreement”). The Agreement is incorporated by reference in this Declaration  
as though fully set forth in this Declaration. Definitions and rules of interpretation set  
forth in the Agreement apply to this Declaration.

B. Pursuant to the Agreement, Borrower has agreed to comply with certain  
affordability covenants and other use and occupancy restrictions set forth in the  
Agreement (collectively, the “Regulatory Obligations”), commencing on the date the  
Deed of Trust is recorded in the Official Records of San Francisco County, and

continuing for the Life of the Project (the “Compliance Term”), even if the Loan is repaid or otherwise satisfied or the Deed of Trust is reconveyed.

**AGREEMENT**

Now, therefore, in consideration of the City providing the Loan in accordance with the City Documents, Borrower agrees as follows:

1. Borrower will comply with the Regulatory Obligations and this Declaration through the expiration of the Compliance Term, regardless of any reconveyance of the Deed of Trust. Specifically, Borrower agrees as follows, subject to additional terms as set forth in the Agreement:

1.1 Units in the Project will at all times be rented only to tenants who qualify as Qualified Tenants at initial occupancy, specifically:

<b>Unit Size</b>	<b>No. of Units</b>	<b>Maximum Income Level</b>
Studio	27	50% of Median Income (LOSP)
1BR	5	50% of Median Income (LOSP)
Studio	27	65% of Median Income
1BR	4	50% of Median Income

Thirty-two (32) Units will be made available to the Transitional Age Youth who are chronically homeless or those at risk of homelessness during the period in which the City’s Local Operating Subsidy program is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

Of those thirty-two (32) Units, fifteen (15) Units will be No Place Like Home (NPLH) units and targeted to residents who meet the Homeless Household under No Place Like Home (NPLH) Criteria for a period of 55 years. NPLH units are restricted to 30% AMI as determined by NPLH Regulations, however the AMI for the NPLH units may be increased to a maximum of 50% AMI consistent with the provisions under the NPLH Program Guidelines.

NPLH units must be operated under the requirements of No Place Like Home as listed in Exhibit Q of this Agreement, and as also included in the MOHCD Underwriting Guidelines and Local Operating Subsidy Program Policies & Procedures Manual.

If the LOSP is terminated, discontinued or reduced at no fault of Borrower with respect to the Project, then the rent restrictions above may be altered but only to the extent necessary for the Project to remain financially feasible, as determined in City’s reasonable discretion; provided that:

(a) Borrower diligently pursues an additional or alternative source of income or subsidy acceptable to the City to replace the rental subsidies.

(b) One hundred percent (100%) of the Units formerly under the LOSP will at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed sixty-five percent (65%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of sixty percent (65%) of Median Income, (b) less utility allowance.

1.2 The total amount for rent and utilities (with the maximum allowance for utilities determined by the San Francisco Housing Authority) charged to a Qualified Tenant may not exceed:

(i) thirty percent (30%) of the applicable maximum income level, adjusted for household size; or

(ii) the tenant paid portion of the contract rent as determined by the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates.

1.3 For the avoidance of any doubt, notwithstanding any repayment of the Loan or otherwise satisfied or if the Deed of Trust is reconveyed, Borrower will comply with the applicable terms of the Agreement as if fully set forth herein, including, without limitation, Article 6 (Marketing), Article 7 (Affordability and Other Leasing Restrictions), Article 8 (Maintenance and Management of the Project), Article 9 (Governmental Approvals and Requirements), Article 10 (Project Monitoring, Reports, Books and Records), Article 11 (Use of Income From Operations), Article 12 (Required Reserves), Article 16 (Transfers), Article 17 (Insurance and Bonds; Indemnity), Article 18 (Hazardous Substances), and Article 19 (Default).

2. Borrower hereby subjects the Property to the covenants, reservations and restrictions set forth in this Declaration and the Agreement. This Declaration and the Regulatory Obligations constitute covenants running with the land, including the leasehold interest and bind successors and assigns of Borrower and any non-borrower owner and lessee of the Property and will pass to and be binding upon Borrower's successors in title to the Property. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof will conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions in this Declaration, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

3. If Borrower fails to (i) comply with the Regulatory Obligations and this Declaration to the City's satisfaction, in its sole discretion, and (ii) cure such default as set forth in **Section 19.1(c)** of the Agreement, the City will have the right to pursue any available remedy at equity or in law, including as set forth in **Section 19.2** of the

Agreement, to enforce this Declaration. During the Compliance Term, the City may rely on the Deed of Trust and/or this Declaration, in the City's discretion, to enforce any of the City's rights under the City Documents. Borrower will pay the City's reasonable costs in connection with the City's enforcement of the terms of this Declaration and Regulatory Obligations, including, without limitation, the City's attorneys' fees and costs.

[signature follows]

Borrower has executed this Declaration as of the date first written above.

**“BORROWER”**

Octavia RSU Associates, L.P.,  
a California limited partnership

By: Octavia RSU GP LLC,  
a California limited liability company,  
its general partner

By: Tenderloin Neighborhood Development Corporation,  
a California nonprofit public benefit corporation,  
its manager

By: \_\_\_\_\_  
Maurilio Leon  
Chief Executive Officer

[ALL SIGNATURES MUST BE NOTARIZED.]

**EXHIBIT A**

(Legal Description of the Property)

A LEASEHOLD INTEREST IN THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Parcel Map 10527, which Map recorded December 30, 2021 in [Book 52 of Parcel Maps, Pages 31-34](#), inclusive, San Francisco County Records.

Assessor's Lot 032 (formerly Lot 021), Block 0853

Street Address:

78 Haight Street, San Francisco, CA