

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: Housing Loan Administrator
APN#: 0645-037

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

**[AMENDED AND RESTATED]
DECLARATION OF RESTRICTIONS AND
AFFORDABLE HOUSING COVENANTS
1303 Larkin Street, San Francisco, CA**

THIS [AMENDED AND RESTATED] DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING COVENANTS (this "Declaration") is made as of _____, 2025, by **1303 LARKIN STREET, L.P.**, a California limited partnership, 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 PASS Program, Hotel Tax Fund, and HOME Program 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 "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 on or about 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. [This Declaration amends and restates the Declaration of Restrictions between the City and [_____] dated as of [_____] and recorded in the Official Records of the City and County of San Francisco ("Official Records") on [_____] as Document No. [_____.] 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 With the exception of one Unit reserved for the manager of the Project, Units in the Project will at all times be rented only to tenants who qualify as Qualified Tenants at initial occupancy as follows. The income restrictions must comply with Median Income, as determined by MOHCD, but will not exceed the Maximum HUD Income Level. Specifically:

Unit Size	No. of Units	Maximum Income Level
SRO	20	60% of Median Income
Studio	29	60% of Median Income
One-Bedroom	18	60% of Median Income
One-Bedroom	1	Manager's Unit

Number of Units	Home Rent Category	Maximum Rent
12	High HOME Rents	Maximum Rent is the Lesser of: 1) Fair market rent for existing housing for comparable units in the area, as established by HUD; or 2) 30% of 65% of median income, as established by HUD and published annually.
3	Low HOME Rents (must be at least 20% of all units on projects with 5 or more HOME-assisted units)	Maximum Rent is the Lesser of: 1) the Low HOME rent, as established by HUD and published annually; or, 2) Borrower's choice of either: 30% of 50% of median income, as established by HUD and published annually; or 30% of actual adjusted income

Borrower further covenants that no HOME funds will be allocated to the construction or rehabilitation of a manager's Unit. If the Project contains 5 or more units, at least 20% must be reserved for very low-income Tenants, as defined under the HOME program regulations.

In addition, 49 of the Units must be rented at all times to tenants holding Section 8 vouchers or certificates or an equivalent rental subsidy program as long as these subsidies are available. Of those 49 Units, 32 Units will be constructed and/or rehabilitated as mixed finance public housing units and then converted to Section 8 vouchers or certificates or an equivalent rental subsidy program pursuant to the RAD Program.

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.

[SIGNATURES ON THE NEXT PAGE]

City and Borrower have executed this Declaration as of the date first written above.

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office of Housing and Community Development

By: _____
Daniel Adams, Director

APPROVED AS TO FORM:

DAVID CHIU
City Attorney

By: _____
Jessica Alfaro-Cassella
Deputy City Attorney

BORROWER:

1303 Larkin Street, L.P.,
a California limited partnership

By: 1303 Larkin Street LLC,
a California limited liability company,
its general partner

By: Chinatown Community Development
Center, Inc.,
a California nonprofit public benefit
corporation,
its sole member/manager

By: _____
Malcolm Yeung,
Executive Director

[ALL SIGNATURES MUST BE NOTARIZED]

EXHIBIT A

Legal Description of the Property

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

A Leasehold interest as created by that certain lease dated _____, 2025, by and between United States Postal Service, an independent establishment of the executive branch of the Government of the United States, as Lessor, and 1303 Larkin Street, L.P., a California limited partnership, as Lessee, upon the terms and provisions contained in said lease, evidenced by that certain Memorandum of Air Rights Lease dated _____, recording concurrently herewith, in and to the following:

PARCEL A:

Parcel II as delineated on that certain map entitled, "Parcel Map of Polk Gulch Senior Housing, showing the subdivision of airspace, being a portion of Western Addition Block No. 15, also being a resubdivision of Lot 4, Assessor's Block No. 645, San Francisco, California", which map was filed for record in the office of the Recorder of the City and County of San Francisco, State of California, on September 2nd, 1992, in Book 41 of Parcel Maps, at Pages 66 to 68, inclusive.

PARCEL B:

Easements for structural support, access, utility and encroachment purposes all as contained in "Easement Agreement" and subject to the terms, provisions, conditions and restrictions contained therein by and between United States Postal Service and Larkin Pine Limited Partnership recorded August 27, 1993 in Book F952, Page 213, of Official Records, and as amended by First Amendment to Easement Agreement dated _____, recording concurrently herewith.

Street Address: 1303 Larkin Street, San Francisco, CA 94109

EXHIBIT B
HUD Rider