

Free Recording Requested Pursuant to
Government Code Section 27383

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

Block/Lot: 0730/045

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

**AMENDED AND RESATED
DECLARATION OF RESTRICTIONS AND
AFFORDABLE HOUSING COVENANTS**
(Bernal Bundle: 1652-1654 Eddy Street)

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING COVENANTS (this "Declaration") is made as of _____, _____, by **HAZEL EDDY WOOLSEY LLC**, a California limited liability company ("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 HOME Funds, General Funds, Housing Trust Funds, Hotel Tax Funds, HOPWA, and PASS (2016 General Obligation Funds (Series 2020C)) Funds to finance costs associated with the acquisition and rehabilitation of 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 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. The Property is currently subject to i) that certain Declaration of Restrictions dated December 27, 2001 and recorded in the Official Records on January 8, 2002 as Document No. 2002-085144 (the "Positive Match Declaration of Restrictions"), and ii) that certain Declaration of Restriction dated April 28, 1998 and recorded in the

Official Records on [_____] as Document No. [_____] (“Positive Match HOPWA Declaration of Restrictions”) This Declaration amends and restates the Positive Match Declaration of Restrictions and the Positive Match HOPWA Declaration of Restrictions in their entirety.

C. 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:

1652-1654 Eddy Street: Positive Match

Unit Size	No. of Units	Maximum Income Level	Maximum Income Level HUD	HOME Rent Category
1-BR	1	50% of Median Income	50% of HUD AMI	Low HOME Rents
2-BR	5	50% of Median Income	50% of HUD AMI	
3-BR	1	50% of Median Income	50% of HUD AMI	

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, all seven (7) Units at Positive Match must be rented to holders of

Section 8 certificates or vouchers or similar rental subsidy benefits, unless these rental subsidy programs are no longer in operation.

In addition, all [seven (7)] Units at Positive Match will be rented at all times to Qualifying Very Low Income Tenants.

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 or HUD 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 and bind successors and assigns of Borrower and any non-borrower owner 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.

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

"BORROWER"

HAZEL EDDY WOOLSEY LLC,
a California limited liability company

By: Bernal Heights Housing Corporation,
a California nonprofit public benefit corporation

Its: Sole member

By: _____
Name: Gina Dacus
Title: Executive Director

[ALL SIGNATURES MUST BE NOTARIZED.]

EXHIBIT A

(Legal Description of the Property)

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

Parcel One:

Beginning at a point on the Northerly line of Eddy Street, distant thereon 147 feet and 6 inches Easterly from the Easterly line of Pierce Street; running thence Easterly along said line of Eddy Street 32 feet and 6 inches to the Westerly line of Bourbin Street; thence at a right angle Northerly along said line of Bourbin Street 75 feet; thence at a right angle Westerly 32 feet and 6 inches; thence at a right angle Southerly 75 feet to the point of beginning.

Being a portion of Western Addition Block No. 384.

Parcel Two:

Beginning at a point on the Northerly line of Eddy Street, distant thereon 125 feet and 6 inches Easterly from the Easterly line of Pierce Street; running thence Easterly along said line of Eddy Street 22 feet; thence at a right angle Northerly 75 feet; thence at a right angle Westerly 22 feet; thence at a right angle Southerly 75 feet to the point of beginning.

Being a portion of Western Addition Block No. 384.

Parcel Three:

Beginning at the point of intersection of the Northerly line of Eddy Street and the former centerline of Bourbin Street, as last said street existed prior to the vacation thereof by Resolution No. 531-69, adopted July 28, 1969, by the Board of Supervisors of the City and County of San Francisco; running thence Easterly along said Northerly line of Eddy Street 3.75 feet to a point distant thereon 30 feet Easterly from the former Westerly line of Bourbin Street; thence Northerly at a right angle to said line of Eddy Street 75 feet; thence at a right angle Westerly 3.75 feet to said former centerline of Bourbin Street; thence at a right angle Southerly along said former centerline of Bourbin Street 75 feet to the point of beginning.

Being a portion of former Bourbin Street, vacated by the above mentioned Resolution No. 531-69.

Parcel Four:

Beginning at the point of intersection of the Northerly line of Eddy Street with the former Westerly line of Bourbin Street as said Bourbin Street existed prior to its vacation by Resolution No. 531-69 adopted July 28, 1969 by the Board of Supervisors of the City and County of San Francisco, State of California; thence running Easterly along said line of Eddy Street 26.25 feet to the former centerline of said Bourbin Street; thence at a right angle Northerly along said former centerline 75.00 feet; thence at a right angle Westerly 26.25 feet to said former Westerly line of Bourbin Street; thence at a right angle Southerly along said former Westerly line 75.00 feet to the point of beginning.

Being a portion of Bourbin Street vacated by the aforementioned resolution.

Assessor's Lot: 045; Block 0730

Street Address:

1652-1654 Eddy Street
San Francisco, CA 94115