

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: Assistant Housing Loan Administrator

Block 1202 Lots 002B
Address: 650 Divisadero Street, San Francisco, CA 94117
-----Space Above This Line for Recorder's Use-----

**DECLARATION OF RESTRICTIONS AND
AFFORDABLE HOUSING COVENANTS**
650 Divisadero St

**THIS DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING
COVENANTS** (this "Declaration") is made as of _____, 2024, by **Grove
Street Development, LP, 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 Van Ness-Market
Housing Funds, Market Octavia Housing Funds, and Certificates of Participation Funds
to finance costs associated with the development 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, a 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 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, specifically:

Maximum Income Level (MOHCD Income Level)						
Unit Size	25%	30%	50%	60%	Mgr Units	Total
Studio	6	7	3	9		25
1 BR	-	7	5	5		17
2 BR	-	6	4	14	1	25
3 BR	-	4	7	17		28
Total	6	24	19	45	1	95

24 Units must be made available to the 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.

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 LOSP will at all times be occupied by Qualified Tenants whose Adjusted Income does not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of fifty percent (50%) of Median Income, (b) less utility allowance. The maximum initial occupancy income level restrictions when averaged for all Residential Units in the Project may not exceed sixty percent (60%) of Median Income, subject to any applicable regulatory agreement, restrictive covenant, or other encumbrance. To the extent financially

feasible, as mutually determined by the Parties, any such rent increase will be limited to (or will be first implemented with) any vacant units.

In such event, the City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower's request to meet. The relief provided by the foregoing will not be construed as authorizing Borrower to exceed any income or rent restriction imposed on the Project by CDLAC, CTCAC, or under any other agreement. Borrower covenants and warrants that it will obtain all necessary approvals or relief from any other applicable income or rent limitations before implementing the relief provided in this paragraph.

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).

1.4 Notwithstanding anything to the contrary herein, Borrower may use the Property for interim uses approved by MOHCD prior to the closing of construction financing for the Project. Borrower will ensure that any interim use does not interfere with or delay any due diligence, investigation, or any other predevelopment work necessary for obtaining financing and commencing construction of the Project.

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 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"

GROVE STREET DEVELOPMENT, LP,
a California limited partnership

By: GROVE ST YCD MGP, LLC,
a California limited liability company,
its Managing General Partner

By: Young Community Developers,
a California nonprofit corporation
its Sole Member

By: _____
Name: Dion-Jay Brookter
Title: Chief Executive Officer

By: RCH GROVE ST GP, LLC,
a Delaware limited liability company,
its Administrative General Partner

By: Rose GP Investors, LLC,
a Delaware limited liability company,
its Managing Member

By: Rose Companies Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: _____
Name: Nathan D. Taft
Title: Authorized Signatory

[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:

Beginning at the point of intersection of the Southerly line of Grove Street and Easterly line of Divisadero Street; running thence Southerly along said line of Divisadero Street 100 feet; thence at a right angle Easterly 125 feet; thence at a right angle Northerly 100 feet to Southerly line of Grove Street, thence at a right angle Westerly along the last named line 125 feet to the point of beginning.

Being a portion of Western Addition

Block No. 447. Assessor's Lot 002B; Block 1202