

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: Loan Administrator
APN: Lot 086; Block 3725
Address: 967 Mission Street

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

**DECLARATION OF RESTRICTIONS AND
AFFORDABLE HOUSING COVENANTS**
(967 Mission Street)

**THIS DECLARATION OF RESTRICTIONS AND AFFORDABLE
HOUSING COVENANTS** (this "**Declaration**") is made as of _____, 2026,
by 967 MISSION, LP, a California limited partnership ("**Borrower**"), in favor of the
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 (the "**City**").

RECITALS

A. The City is making a loan (the "**Loan**") to Borrower of HOME-ARP Funds, Affordable Housing Fund Inclusionary Affordable Housing Program – 5M Quarter Mile, 2019 General Obligation Bond for Affordable Housing Fund, and San Francisco Housing Trust Advance Funds, Low-Moderate Income Housing Affordable Fund, and Condo Conversion Fund proceeds to finance costs associated with the development of the leasehold interest in that certain real property described in **Exhibit A** attached hereto and incorporated herein by this reference (the land and the leasehold interest, the "**Property**") as low-income affordable housing for Seniors (the "**Project**"). The Loan is evidenced by, among other documents, that certain Amended, Restated and Consolidated Loan Agreement entered into by and 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 (1) unrestricted 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 and upon available vacancies thereafter, specifically:

Unit Size	No. of Units	Applicable Subsidy / Target Population Type	Maximum Income Level
0 BR	13	SOS/ Senior	60% of Median Income
1 BR	7	SOS/ Senior	60% of Median Income
0 BR	14	SOS/ Senior	60% of Median Income
1 BR	6	SOS/ Senior	60% of Median Income
0 BR	16	LOSP/Homeless Senior	30% of Median Income
1 BR	8	LOSP/Homeless Senior	30% of Median Income
0 BR	18	No Subsidy / Senior	50% of Median Income
1 BR	7	No Subsidy / Senior	50% of Median Income
0 BR	2	No Subsidy / Plus Housing Senior	30% of Median Income
1 BR	3	No Subsidy /Plus Housing Senior	30% of Median Income
1 BR	1	No Subsidy	Manager's Unit
Total	95		

In addition, ninety-four (94) Units must be rented at all times to tenants who are Seniors age 62 or older.

24 Units must be made available to homeless Seniors or Seniors at risk of homelessness having a maximum income of 30% of Median Income during the period in which the City's Local Operating Subsidy program ("LOSP") is in operation and the City provides such subsidy to the Project under the LOSP Agreement.

20 Units must be made available to Seniors having a maximum income of 15% of Median Income and 20 Units with a maximum income of 25% of Median Income during the period in which the City's Senior Operating Subsidy ("SOS") program is in operation and the City provides such subsidy to the under the SOS Agreement.

25 Units must be made available to Seniors having a maximum income of 50% of Median Income for the life of the project.

5 Units must be made available to Seniors living with HIV/AIDS having a maximum income of 30% of Median Income during the period in which the City's Plus Housing referral program ("Plus Housing") is in operation.

If the LOSP, or SOS 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 program must at all times be occupied by Qualified Tenants whose incomes do not exceed fifty percent (50%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (i) thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for household size, (ii) less utility allowance. The maximum initial occupancy income level restrictions when averaged for all Residential Units in the Project may not exceed fifty percent (50%) of Median Income and 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.

(c) One hundred percent (100%) of the Units formerly under the SOS program must at all times be occupied by Qualified Tenants whose income does not exceed sixty percent (60%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed the permissible rent set forth in the City and County of San Francisco SOS Program Policies and Procedures Manual, dated effective as of July 21, 2023, as may be amended from time to time.

(d) If the annual funds appropriation for either the LOSP or SOS are insufficient to fund the total respective programs in any fiscal year, MOHCD shall have the right to reduce the amount of the LOSP or SOS subsidy, as the case may be.

1.2 To the extent the Borrower needs to repay the full outstanding Loan balance by the Maturity Date, the rent restrictions above may be altered, but only to the extent necessary for the Project to refinance and repay the full outstanding Loan balance by the Maturity Date, as determined in City's reasonable discretion. Any Unit with an increased income and rent restriction must at all times be occupied by Qualified Tenants whose household income does not exceed eighty percent (80%) of Median Income, as determined by MOHCD, and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of eighty percent (80%) of Median Income, as determined by MOHCD (b) less utility allowance. In such event, Borrower will provide the City with a written request no less than one year prior to the Maturity Date, and the City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower's request to meet. 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.

2. Borrower hereby subjects the Property to the covenants, reservations and restrictions set forth in this Declaration and the Agreement, subject to any applicable subordination agreement executed by the City. 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, subject to any applicable subordination agreement executed by the City. Notwithstanding the foregoing, Borrower's Limited Partner shall have the right to cure any default hereunder, and the City shall accept or reject such cure on the same terms as if rendered by the Borrower. The City shall provide notice of any default hereunder to Borrower's Limited Partner pursuant to **Section 21.3** of the Agreement. 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.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, Borrower has executed this Declaration as of the date first above written.

"BORROWER"

967 Mission, LP,
a California limited partnership

By: BHPMSS 967 Mission LLC,
a California limited liability company,
its managing general partner

By: Bayview Hunters Point Multipurpose Senior Services, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Catherine V. Davis, Executive Director

By: JSCo 967 Mission, LLC,
a California limited liability company,
its administrative general partner

By: John Stewart Company,
a California corporation,
its sole member and manager

By: _____
Jack D. Gardner, Chairman of the Board

[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:

Street Address: 967 Mission Street, San Francisco, CA 94103