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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#: Block 0741, Lot 028
Address: 1035 Van Ness Avenue,
San Francisco, CA 94109

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING COVENANTS

THIS DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING COVENANTS (this “**Declaration**”) is dated as of [_____, 2025], by **1035Vets, LLC**, a California limited liability company (“**DECLARANT**”), in favor of the **CITY AND COUNTY OF SAN FRANCISCO**, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development (the “**City**”) and the California Department of Housing and Community Development (the “**Department**” or “**HCD**”).

RECITALS

A. Unless otherwise defined herein, capitalized terms used herein are defined in Article 1 of this Declaration.

B. The Homekey+ Program is intended to sustain and rapidly expand the inventory of permanent supportive housing for Veterans, young people, and other individuals and their households who are at-risk of or experiencing homelessness as defined under part 578.3 of Title 24 of the Code of Federal Regulations, and have a “Behavioral Health Challenge” as defined by California Welfare and Institutions Code Section 5965.02 to include but not be limited to a serious mental illness, as described in subdivision (c) or (d) of Section 14184.402, or a substance use disorder, as described in Section 5891.5 (“**Homekey+ Program**”).

C. The Department issued a Notice of Funding Availability for the Homekey+ Program dated November 26, 2024, as amended on January 31, 2025, and August 7, 2025, and as may be amended from time to time (“**NOFA**”), for Homekey+ Program grant funds pursuant to Health and Safety Code Section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.), Health and Safety Code Section 50675.1.5 (Assem. Bill No. 531 (2023-2024 Reg. Sess.), Section 14184.402 of

the Welfare and Institutions Code; Section 5891.5 of the Welfare and Institutions Code; and Round 5 and 6 of the Homeless Housing, Assistance and Prevention (HHAP) grant program. (Assem. Bill No. 129 (Chapter 40, Statutes 2023) and Assem. Bill No. 166 (Chapter 48, Statutes 2024). The NOFA incorporates by reference the Multifamily Housing Program under Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the California Health & Safety Code (“MHP”), as well as the MHP Final Guidelines dated May 18, 2023 (“MHP Guidelines”), both as amended and in effect from time to time.

D. The City and County of San Francisco and Swords to Plowshares: Veterans Rights Organization (“**Swords to Plowshares**”) received a Homekey+ Program grant in the amount of \$39,044,030.00 (the “**Homekey+ Grant**”). The City and Swords to Plowshares intend to use the Homekey+ Grant to provide Permanent Supportive Housing for the Homekey+ Target Population, and Swords to Plowshares formed DECLARANT, of which Swords to Plowshares is the sole manager and member, to perform such obligations. HCD, the City, DECLARANT, and Swords to Plowshares entered into Standard Agreement No. [] dated as of (the “**Standard Agreement**”), which sets out the obligations of the City, Swords to Plowshares, and Declarant in the use of the Homekey+ Grant. The Standard Agreement is incorporated herein by reference as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the Standard Agreement apply to this Declaration.

E. DECLARANT owns that certain real property located at 1035 Van Ness Avenue, San Francisco, California, as more particularly described in Exhibit A (the “Property”), consisting of an approved 124-unit multifamily residential building for permanent supportive housing of the Homekey+ Target Population with 24 hour front desk service for residents.

F. The City has made a loan in the amount of \$8,000,000 (the “**Loan**”) and a grant of \$[3,000,000] of Homekey+ Funds (the “**City Grant**”) to DECLARANT to rehabilitate the Property. The Loan and City Grant are evidenced by, among other documents, a Loan and Grant Agreement between the City and DECLARANT dated as of [, 2025], as it may be amended from time to time (the “**MOHCD Agreement**”). The MOHCD Agreement is incorporated herein by reference as though fully set forth in this Declaration. Definitions and rules of interpretation set forth in the MOHCD Agreement apply to this Declaration.

G. Pursuant to the Standard Agreement and the MOHCD Agreement, DECLARANT has agreed to comply with certain affordability covenants and other use and occupancy restrictions set forth in the Standard Agreement and the MOHCD Agreement. The Parties intend that the Department and the City are intended beneficiaries of this Declaration.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by this reference, and in consideration of the City providing the Loan and City Grant in accordance with the City Documents and of HCD providing the Homekey+ Grant in accordance with the Standard Agreement, DECLARANT hereby agrees as follows:

Article I. DEFINITIONS

Section 1.01 Definitions. When used in this Declaration, the following terms have the following meanings:

(a) "Assisted Units" shall mean the 124 units of permanent supportive housing made available to the Homekey+ Target Population.

(b) "DECLARANT" means 1035Vets, LLC, a California limited liability company, whose sole member and manager is Swords to Plowshares.

(c) "Effective Date" means the date that this Declaration is recorded in the Official Records of the City and County of San Francisco.

(d) "HCD" or "Department" means the State of California Department of Housing and Community Development.

(e) "HCD Median Income" means the median income for San Francisco County published by HCD on an annual basis, adjusted for household size, under California Health & Safety Code section 50093(c) and the California Code of Regulations, Title 25, Section 6932.

(f) "Homekey+ Program Requirements" means the following, all as amended and in effect from time to time: (1) the Homekey+ Program Notice of Funding Availability (the "NOFA"); (2) Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code; (3) the application for Homekey+ Funds submitted by the City and Borrower; (4) the Project report prepared by HCD in reliance on the representations and descriptions included in the application for Homekey+ Funds submitted by the City and Borrower; (5) the award letter issued by HCD to the City and Borrower; (6) the Standard Agreement for Homekey+ Funds; and (7) all other applicable laws for the Homekey+ program. In the event of a conflict between the sources of Homekey+ Program Requirements and this Declaration, the terms and provisions of this Declaration shall be governed first by the applicable statutes; then by the NOFA; then by the Standard Agreement for Homekey+ Funds; then by the Project Report; then by the Award Letter; and then by the Application.

(g) "Homekey+ Target Population" means the following: (1) Veterans, or households with a Veteran, who are experiencing homelessness or who are At Risk of Homelessness as defined under part 578.3 of Title 24 of the Code of Federal Regulations and who have or are suspected of having a Behavioral Health Challenge (as defined under paragraph (vii) of Article VII (Definitions) of HCD's Homekey+ Program Notice of Funding Availability; (2) these individuals and households must include a person described in Welfare and Institutions Code (WIC) subdivision (c) or (d) of Section 14184.402, or a person with a substance use disorder, as described in WIC Section 5891.5; and (3) enrollment in Medi-Cal or in any other health plan will not be a condition for accessing housing or continuing to be housed.

(h) "Project" means the Property and the 124 Assisted Units, and attendant site improvements thereon.

(i) "Qualified Tenant" means a household who is a member of the Target Population earning no more than the maximum permissible annual income level specified in Section 2.07 of this Declaration.

(j) "Swords to Plowshares" means Swords to Plowshares: Veterans Rights Organization, a California nonprofit public benefit corporation.

(k) "Term" means the term of this Declaration which shall commence on the Effective Date and shall continue for the Life of the Project, but no less than fifty-five (55) years from the Effective Date.

(l) "VASH" means Veterans Affairs Supportive Housing program administered by the United States Department of Veterans Affairs.

(m) "Veteran Tenant" a person who served in the active military, naval, or air service, and who was discharged or released under conditions other than dishonorable and who is experiencing or At Risk of Homelessness as defined in Title 24 CFR Part 578.3.

Article II. OPERATION OF THE PROJECT

Section 2.01 Residential Use. During the Term of this Declaration, the 124 Assisted Units shall be used as permanent supportive housing available for occupancy to the Homekey+ Target Population, and such units shall be in decent, safe, and sanitary condition at the time of their occupancy. In addition, DECLARANT shall certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan.

Section 2.02 Covenants to Run with the Land. The provisions of this Declaration shall run with the land and shall bind all successors in title to the Project and bind successors and assigns of DECLARANT and any non-borrower owner of the Property to provide the 124 Assisted Units for Permanent Supportive Housing; provided, however, that on the expiration of the Term, said covenants and restrictions shall expire.

Section 2.03 Term. The term of this Declaration shall commence on the Effective Date and shall continue for Life of the Project, but no less than fifty-five (55) years from the Effective Date for any obligation related to the Assisted Units under the Standard Agreement and the Homekey+ Program Requirements.

Section 2.04 Accessibility. The Project will be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of the Standard Agreement.

Section 2.05 Tenant Selection. Referrals to units shall be made through the local Coordinated Entry System ("CES"), in conjunction with the Housing Authority of the City and County of San Francisco ("SFHA") for Assisted Units subsidized by project based vouchers under the VASH program, or another comparable prioritization system based on greatest need shall be used. All referral protocols for Assisted Units shall be developed in collaboration with the local Continuum of Care and implemented consistent with the Homekey+ Program Requirements.

Section 2.06 Compliance with State and Federal Laws, Rules, Guidelines, and Regulation. DECLARANT agrees to comply with all state and federal laws, rules, guidelines, and regulations that are applicable to the Project, including those that pertain to construction, health and safety, labor, fair employment practices, and equal opportunity.

Section 2.07 Affordability of the Project. DECLARANT agrees as follows, subject to

additional terms as set forth in the MOHCD Agreement:

(a) The 124 Assisted Units in the Project will at all times be leased only to tenants who qualify as Qualified Tenants, specifically:

Unit Size	No. of Units	Maximum HCD Income Level	Maximum MOHCD Income Level	Designation
Studio	66	30% of HCD Median Income	50% of Median Income	VASH
SRO	58	30% of HCD Median Income	50% of Median Income	LOSP
Total Units	124			

All of the Assisted Units will be made available to chronically homeless or those at risk of homelessness during the period in which the City's LOSP program is in operation, and the City provides such subsidy to the Project, as prioritized through the City's Coordinated Entry System.

In addition, all Assisted Units will be concurrently Homekey+ units and targeted to Tenants who meet the Homekey+ Target Population for a period of fifty-five (55) years. Homekey+ units are restricted to 30% of HCD Median Income as determined by Homekey+ Program Requirements, however such income limit for the Homekey+ units may be increased to a maximum of 50% of HCD Median Income subject to the Homekey+ Program Requirements and demonstrated good faith efforts by Borrower to lease Homekey+ units to the Homekey+ Target Population. On an annual basis, Borrower will convert to the HCD Median Income and maximum rent to the corresponding published MOHCD maximum income level and maximum rent level, respectively, and provide MOHCD with supporting documentation.

Homekey+ units will be operated under the Homekey+ Program Requirements, as set forth in the Standard Agreement. In addition, Borrower will certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan. If there is any conflict between the Homekey+ Program Requirements and this Declaration, the Homekey+ Program Requirements will control.

(b) The total amount for rent and utilities (with the maximum allowance for utilities determined by SFHA) 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.

(c) Under the Standard Agreement with HCD for Homekey+ funds, the City is required to provide an operating subsidy for the first five (5) years of the Project. If after 5 years, the LOSP subsidy is terminated, discontinued or reduced at no fault of DECLARANT 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 one hundred percent (100%) of the Units formerly under the LOSP must at all times be occupied by Qualified Tenants whose gross income does not exceed the lesser of fifty percent (50%) of MOHCD Median Income or 30% of HCD median income and the monthly rent paid by the Qualified Tenants may not exceed (a) the lesser of thirty percent (30%) of fifty percent (50%) of MOHCD Median Income or thirty percent (30%) of HCD Median Income (b) less utility allowance. In such event, the City will use good faith efforts to meet with DECLARANT within fifteen (15) days after DECLARANT'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. Notwithstanding Section 2.05, the requirements of Article 6 of the MOHCD Agreement shall apply to any units under this Section 2.07(c). The relief provided by the paragraph will not be construed as authorizing DECLARANT to exceed any income or rent restriction imposed on the Project by any other agreement. DECLARANT 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.

Section 2.08. Incorporation of Loan Agreement. 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 MOHCD 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).

Section 2.09 Enforcement.

(a) If DECLARANT fails to (i) comply with 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 MOHCD 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 MOHCD 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. DECLARANT will pay the City's reasonable costs in connection with the City's enforcement of the terms of this Declaration, including, without limitation, the City's attorneys' fees and costs.

(b) The parties acknowledge and agree that the Department is an express beneficiary of this Declaration, that the Department has made the Homekey+ Grant in reliance on this Declaration, and that the Department has a direct and independent right of enforcement against the DECLARANT (and Swords to Plowshares: Veterans Rights Organization, if applicable) in the event of the DECLARANT's breach, default, or other non-compliance under this Declaration, which right is exercisable in the Department's sole and absolute discretion.

Article III. MISCELLANEOUS

Section 3.01 Governing Law. This Declaration is governed by the laws of the State of California.

Section 3.02 Waiver of Requirements. Any of the requirements of this Declaration may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Declaration shall, or shall be deemed to, extend to or affect any other provision of this Declaration.

Section 3.03 Recording and Filing. The City shall cause this Declaration, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the City and County of San Francisco.

Section 3.04 Amendments. This Declaration may be amended only by a written instrument executed by DECLARANT and the City with the prior written consent of HCD and duly recorded in the Official Records of the City and County of San Francisco.

Section 3.05 Subordination. This Declaration shall be recorded in first lien position. This Declaration may only be subordinated with the approval of HCD and in compliance with San Francisco Administrative Code Chapter 120.

[SIGNATURES ON FOLLOWING PAGE]

DECLARANT

1035Vets, LLC,
a California limited liability company

By: Swords to Plowshares: Veterans Rights Organization,
a California nonprofit public benefit corporation
Its Sole Member/Manager

By: _____

[Tramecia Garner]
Its Executive Director

[SIGNATURES TO BE NOTARIZED]

EXHIBIT A

(Legal Description of the Property)

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

Beginning at a point on the Westerly line of Van Ness Avenue, distant thereon 30.00 feet Southerly from the Southerly line of Geary Street; running thence Southerly along the said Westerly line of Van Ness Avenue 90.00 feet to the point of intersection of the Westerly line of Van Ness Avenue with the Northerly line of Myrtle Street; thence at a right angle Westerly along said line of Myrtle Street 137.25 feet; thence at a right angle Northerly 90.00 feet; thence at a right angle Easterly 137.25 feet to the Point of Beginning.

BEING a portion of Western Addition Block No. 82

Assessor's Lot 028; Block 0714

Street Address:

1035 Van Ness Avenue, San Francisco, CA 94109