



ORTC # 0227029666

City and County of San Francisco
Joaquin Torres, Assessor-Recorder

→ Free Recording Requested Pursuant to
Government Code Section 27383

Doc #	2023076814	Fees	\$0.00
10/18/2023	1:45:24 PM	Taxes	\$0.00
CM	Electronic	Other	\$0.00
Pages	6 Title 101	SB2 Fees	\$0.00
Customer	9001	Paid	\$0.00

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: Agnes Defiesta
✓ APN#: 4014-002A
✓ Address: 2530 18th Street

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

**DECLARATION OF RESTRICTIONS AND
AFFORDABLE HOUSING COVENANTS**
2530 18th Street

**THIS DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING
COVENANTS** (this "Declaration") is made as of October 18, 2023, by **2530
18th, 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. Borrower owns a fee interest in the real property located at 2530 18th Street, San Francisco, California (the "Property"). Borrower intends to subdivide the Property to develop a proposed multifamily residential building consisting of 74 units of permanently affordable rental housing for families including at least 50% of rental units for families experiencing homelessness (the "Project") and expand Borrower's adjacent office and services space which will be known as "HPP Campus Expansion."

B. The City is making a loan (the "Loan") to Borrower of Housing Trust Fund to refinance a loan used to acquire the Property. 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.

See Exhibit A

C. Pursuant to the Agreement, Borrower has agreed the Property will be used to develop and construct the Project and the HPP Campus Expansion, and the proposed Project on the Site, or a portion thereof, will 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 until Borrower has repaid the Loan or transferred a portion of the Property to the City (the "Compliance Term").

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. During the Compliance Term, Borrower will only use the Property for the proposed Project, the HPP Campus Expansion, and any interim uses that differ from the Borrower's current interim use with the prior written approval of the City. Specifically, if the Site, or a portion thereof, is developed for the Project, 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:

Unit Size	No. of Units	Maximum Income Level
1BR	28	50% of Median Income
2BR	22	50% of Median Income
3BR	4	50% of Median Income
1BR	8	60% of Median Income
2BR	7	60% of Median Income
2BR	2	70% of Median Income
3BR	2	70% of Median Income
2BR	1	Manager's Unit

Thirty Seven (37) 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.

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.

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.

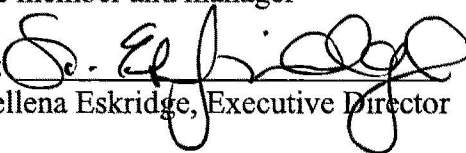
3. If Borrower fails to (i) comply with the Regulatory Obligations and this Declaration to the City's satisfaction, in its sole discretion, and (ii) cure such default as set forth in **Section 19.1(c)** of the Agreement, the City will have the right to pursue any available remedy at equity or in law, 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"

2530 18th, LLC, a California limited liability company

By: Homeless Prenatal Program, Inc.,
a California nonprofit public benefit corporation, its
sole member and manager

By: 
Shellena Eskridge, Executive Director

[ALL SIGNATURES MUST BE NOTARIZED.]

Declaration of Restriction &
Affordable Housing Covenants
7530 16th St.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ~~San Mateo~~ San Francisco

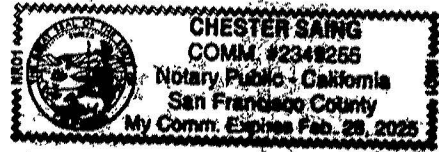
On October 3, 2023 before me, Chester Saing, Notary Public
(insert name and title of the officer)

personally appeared Shellena Eskridge
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ILLEGIBLE NOTARY SEAL DECLARATION
GOV'T CODE SECTION 27361.7
(information must be legible for scanning)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS DECLARATION IS ATTACHED READS AS FOLLOWS:

CHESTER SAING

NAME OF NOTARY PUBLIC

2349255

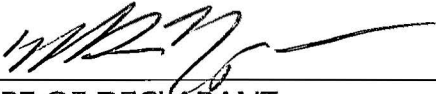
COMMISSION NUMBER

SAN FRANCISCO, CA

COUNTY AND STATE OF NOTARY PUBLIC

FEBRUARY 28, 2025

DATE COMMISSION EXPIRES



SIGNATURE OF DECLARANT

MARTHA NAKAGAWA

PRINT NAME OF DECLARANT

SAN FRANCISCO, CA

CITY AND STATE OF EXECUTION OF THIS DECLARATION

OCTOBER 18, 2023

DATE THIS DECLARATION IS SIGNED

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:

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

Commencing at the point of intersection of the Northerly line of 18th Street and the
Easterly
line of Hampshire Street; running thence Northerly and along said line of Hampshire
Street
137 feet, 6 inches; thence at a right angle Easterly 84 feet; thence Southeasterly 40.77
feet to a point distant Westerly 100 feet from the Westerly line of Potrero Avenue along
a line drawn at a right angle to said Westerly line of Potrero Avenue and also distant
Northerly 100 feet from the Northerly line of 18th Street along a line drawn at a right
angle to the Northerly line of 18th street; thence Southerly and parallel with the Easterly
line of Hampshire Street 100 feet to the Northerly line of 18th Street; thence at a right
angle Westerly along said line of 18th Street 100 feet to the point of commencement.

Being part of Potrero Nuevo Block 63.

Assessor's Lot 002A; Block 4014

Street Address: 2530 18TH Street

EXHIBIT A