

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
Block/Lot: 6635/001

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

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND
AFFORDABLE HOUSING COVENANTS**

(3300 Mission Street, 3306 Mission Street, and 3308 Mission Street, San Francisco, CA)

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFORDABLE HOUSING COVENANTS (this "Declaration") is made as of [_____], 2024, by **3300 MISSION PARTNERS L.P.**, 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 Housing Trust Funds and 2023 Certificates of Participation to finance costs associated with the development of the leasehold interest in the real property described in **Exhibit A** attached hereto and incorporated herein by reference (the land and the leasehold interest (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. This Declaration amends and restates the Declaration of Restrictions and Affordable Housing Covenant between City and Borrower dated as of January 24, 2023 [sic] and recorded in the Official Records of the City and County of San Francisco on January 26, 2024 as Document No. 2024010478. 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:

Unit Size	No. of Units	Maximum Income Level
0BR	11	30% of Median Income
0BR	15	55% of Median Income
0BR	8	80% of Median Income
0BR	1	Manager's Unit
Total	35	

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).

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, 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. 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, including, without limitation, the City's attorneys' fees and costs.

[signatures follow]

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

3300 MISSION PARTNERS L.P.,
a California limited partnership

By: Tabernal Alliance LLC,
a California limited liability company
Its: Managing General Partner

By: Bernal Heights Housing Corporation, a California
nonprofit public benefit corporation
Its: Co-Managing Member

By: _____
Gina Dacus
Its: Executive Director

By: Tabernacle Community Development Corporation,
a California nonprofit public benefit corporation
Its: Co-Managing Member

By: _____
James McCray Jr.
Its: Executive Director

By: AJJLA Housing 2 LLC,
a California limited liability company
Its: Administrative General Partner

By: Mitchelville Holdings LLC,
a California limited liability company
Its: Manager

By: _____
Andre White
Its: Managing Member

[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:

Commencing at the point formed by the intersection of the Southerly line of Twenty-Ninth Street with the Northwesterly line of Mission Street; running thence Southwesterly and along the said Northwesterly line of Mission Street, sixty-one (61) feet, five and three-eighths (5 3/8) inches; thence at a right angle Northwesterly one hundred (100) feet to the Southerly line of Twenty-Ninth Street; and thence Easterly and along the said Southerly line of Twenty-Ninth Street, one hundred and seventeen (117) feet, three and three-eighths (3 3/8) inches to the point of commencement.

Being Lot #1 of the Macrellish Subdivision of Lot Numbers 409 to 416, Precita Valley Lands, as per Map of said subdivision recorded in the Office of the County Recorder of the City and County of San Francisco on the 15th day of December, 1902.

Excepting therefrom, that portion conveyed to John Catto, recorded January 16, 1925, in Book 997, Page 261, of Official Records.

APN: Lot 001, Block 6635

Street Address: 3300 Mission Street, 3306 Mission Street, and 3308 Mission Street, San Francisco, CA