

**DDA EXHIBIT D7**  
**Outline of Master Association Conditions, Covenants, and Restrictions**

Defined terms used but not defined in this Exhibit [XX] shall have the meanings set forth in the DDA. Prior to delivery of the first Appraisal Notice for a Development Parcel under Section 7.3(a) of the DDA, Port and Developer shall agree upon the form of Master CC&Rs in accordance with Section 8.6 of the DDA. The Master CC&Rs shall contain at a minimum the provisions set forth in this Exhibit [XX].

**Legal Framework:** City and Port will consent to recordation of the Master CC&Rs that are consistent with these minimum requirements. The Master CC&Rs will be recorded against each Option Parcel within the Covered Property (described below) prior to termination of the Master Lease and before conveyance of the applicable Option Parcel to a Vertical Developer. Upon recordation, the Master CC&Rs will constitute a lien on Developer's leasehold interest under the Master Lease with respect to the applicable Covered Property. Port will consent to the survival of the Master CC&R's upon termination of the Master Lease as to any and all of the Covered Property, and the Master CC&Rs will thereupon run with the land upon conveyance by Port to each Vertical Developer of the Covered Property. The Noonan Building [**and any other existing tenant spaces to be carved out from the Master Lease initially**] will be added to the Covered Property subject to the Master Lease upon termination of the existing Noonan Building [**or other applicable**] lease.

**Declarant:** [Forest City Development California, Inc.], or its successor and assigns as Developer under the DDA ("**Developer**").

**Property:** The property within the 28-Acre Site that will be subject to the Master CC&Rs (the "**Covered Property**") will consist of all Option Parcels other than (i) the Affordable Housing Parcels; (ii) Parcel E4; and (iii) Historic Buildings 12 and 21.

**Master Owners' Association and Condominium Owners' Associations:** The Master CC&Rs will designate a master owners' association (the "**Master Owners' Association**") comprised of the ground lessees and owners of each covered Option Parcel. Each Option Parcel that is further subdivided for residential or commercial condominium purposes will also be subject to a Condominium Declaration of Covenants and Restrictions ("**Condominium CC&Rs**") that will designate a condominium association (each, a "**Condominium Owners' Association**") comprised of the owner of each individual condominium unit (but not including the City or Port) within the applicable Option Parcel covered by the Condominium CC&Rs. The Condominium Owners' Association will also be a member of the Master Owners' Association.

**Governing Documents:** Developer shall record one overall set of Master CC&Rs, and such other annexations, declarations, public use easements and/or other instruments governing the common use, maintenance and obligations associated with the Covered Property (collectively, the "**Governing Documents**") and may record one or more separate sets of Governing Documents against the commercial portions of the Property and the residential portions of the Property. Port will cooperate and approve the recordation of the Governing Documents in such form as is reasonably Approved by the Executive Director in consultation with the City Attorney. The

Master CC&Rs will specify that the Master CC&Rs will survive the termination of the Master Lease so as to constitute a lien on any Development Parcel conveyed to a Vertical Developer through a Vertical DDA.

**Term.** The Master CC&Rs will provide for a minimum term of ninety-nine (99) years with ten (10) year automatic renewals, but in no event will the Master CC&Rs expire earlier than the expiration date of the last Ground Lease or Restrictive Covenant entered into pursuant to the DDA.

**Easements, Operating Covenants and Use Restrictions.** The Governing Documents will include the following: descriptions of the separately-held interests in the Covered Property; descriptions of the reciprocal, joint use, non-exclusive, and exclusive easements between and among the holders of interests in the Covered Property; covenants for collective management, administration, operation, maintenance, repair, replacement and reconstruction of the common areas; the formation and operation of the Master Owners' Association; certain covenants and restrictions relative to the use of the easement areas, the Development Parcels and condominium projects and units located therein (including, without limitation, permitted and prohibited uses, signage and parking, consistent with the terms of the SUD and Design for Development); and provisions regarding insurance, damage and destruction and other matters pertaining to the Project.

**Design Review:** The Master CC&Rs will require the owner or lessee of each Option Parcel to obtain approval by the Master Association Design Review Committee for consistency with the SUD and Design for Development before the applicable owner or lessee may submit a design review application to Port/Planning to the extent required by the SUD.

**Transportation Management Association:** The Master CC&Rs and/or the applicable Condominium CC&Rs will include the obligation to establish and maintain at all times during the Term of the Master CC&Rs a Transportation Management Association that shall operate in accordance with the requirements of MMRP Mitigation Measure M-AQ-1f: Transportation Demand Management.

**Transportation Demand Management:** The Master CC&Rs will require each member of the Master Association to comply with and implement TDM measures imposed by the TMA that are selected from the TDM Program Standards set forth therein to achieve the TDM Commitment that vehicle trips associated with the 28-Acre Site will not exceed 80% of the vehicle trips calculated for 28-Acre Site Project in the Transportation Impact Study. The CC&Rs may include requirements for individual monitoring of building trips and enforcement by the Master Association of buildings that fail to meet the TDM Commitments associated with their individual building.

**Parking:** The Master CC&Rs and/or the applicable Condominium CC&Rs will establish reciprocal easements and reasonable restrictions governing the use of common parking facilities, including without limitation the District Parking Facility, if constructed. Each property owner or ground lessee will be prohibited from applying for residential permit parking (RPP) at the Project site, and residents of Pier 70 will not be eligible for or seek to obtain permits under the neighboring Dogpatch RPP.

**Project Development and Maintenance Responsibilities for Private Streets and Open Space.**

The Master CC&Rs will set forth the obligations of the Master Owners' Association for the funding and/or responsibility for ongoing maintenance, repair and replacement of all private streets and private open spaces that are established in accordance with the Transaction Documents. The Master CC&Rs will provide for the ownership of the privately maintained infrastructure, or "common area" by the Master Owners' Association, the applicable Condominium Owners' Association or the owners of each individual lot or condominium unit as tenants in common, as appropriate in each case.

**Funding and Other Responsibilities:** The Governing Documents will describe the various relationships between the Port, Developer and its successors, including the Master Owners' Association, the Condominium Owners' Associations and individual property owners regarding payments for funding the Master Owners' Association obligations. If the Master Owners' Association selects a Business Improvement District (or similar financing structure) (a "BID") to fund any improvements to the public realm, each owner/lessee will be required to be a member of the BID.

**Budget:** The Governing Documents will require that each Master Owners' Association and Condominium Owners' Association distribute to its constituent property owners on an annual basis (i) an annual budget of the applicable Master Owners' Association or Condominium Owners' Association, and (ii) a reserve study performed by the applicable Master Owners' Association and/or Condominium Owners' Association. The Governing Documents will include procedures reasonably necessary to assure that the annual budget (including reserves) will be adequately funded. Such measures will include providing the Master Owners' Association with the right and obligation to assess its members for the reasonable cost of the Associations' maintenance, repair and public services obligations, the right to lien the property of any member who defaults in the payment of an assessment and the obligation to diligently pursue all reasonable actions permitted by law as necessary to collect delinquencies.

**Participation in master marketing program.** Each Covered Property owner/lessee will be required to participate in a master marketing program for the 28-Acre Site if established by the Master Owners' Association.

**District-Wide Requirements.** The Master CC&Rs will require each owner/lessee of a Covered Property to provide designated energy, utility and telecommunications facilities within each building and/or participate in various district-wide programs established by the Master Association to comply with its targets under the Sustainability Plan. Such requirements may include participation in district blackwater and district energy systems, installation of rooftop solar facilities, mobile telecom sites (macro or DAS), implementation of district-wide security systems (such as exterior mounted security cameras) and compliance with exclusive marketing agreements for telecommunications providers.

**Sitewide Air Monitoring.** To comply with regulatory requirements, each owner/lessee of a Covered Property must pay its fair share cost for compliance by the Master Association with the Asbestos Dust Mitigation Program for the 28-Acre Site.

**[delete if sufficiently covered by Parcel Lease/VDDA and Restrictive Covenants]**

**Jobs Program.** The Master CC&Rs will require owners and lessees of Covered Property to comply with all relevant aspects of the Workforce Development Program during the term of the DDA.

**City and Port as Third-Party Beneficiaries.** The City and Port shall be third party beneficiaries to all Governing Documents and shall have the right, but not the duty, to enforce the Governing Documents against the Developer and its successors, including the Master Owners' Association, the Condominium Owners' Associations and individual property owners, as applicable, and to receive copies of all material information and documentation that are sent to all of the owners of lots and units pursuant to the requirements of the Governing Documents or required by law related to the ongoing operation, maintenance and repair (including necessary replacements) of the "common area" as provided therein (such as budgets and reserve studies).