

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: Housing Loan Administrator
APN: Block: 6520 Lot: 007 & 008
Block: 1659 Lot: 023
Block: 3726 Lot: 074
Block: 0337 Lot: 007

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

2840-2848 Folsom Street
San Francisco, CA 94110
Assessor's Lots 007 & 008, Block 6520

4042-4048 Fulton Street
San Francisco, CA 94118
Assessor's Lot 023, Block 1659

568-570 Natoma Street
San Francisco, CA 94103
Assessor's Lot 074, Block 3726

308 Turk Street
San Francisco, CA 94102
Assessor's Lot 007, Block 0337

**AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS**

(Property Address: 2840-2848 Folsom Street; 4042-4048 Fulton Street; 568-570 Natoma Street; 308 Turk Street)

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
("Declaration") is made as of [Date], 2023, by **SFCLT TNFF HOLDINGS 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. The City is making a loan (the “**Loan**”) to Borrower of 2016 General Obligation Bond (Series 2020C) funds, ERAF Housing Funds, and 2019 General Obligation Bond funds to finance costs associated with the acquisition, rehabilitation, and permanent financing of the real property described in **Exhibits A, B, C, and D** attached hereto and incorporated herein by reference (the “**Property**”) as low- to moderate-income 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. 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 (collectively, the “**Regulatory Obligations**”), commencing on the Agreement Date, and continuing for as long as the Project or any modification of the Project remains in existence, but in any event no event less than ninety-nine (99) years from the date the Deed of Trust is recorded in the Official Records (the “**Compliance Term**”), even if the Loan is repaid or otherwise satisfied or the Deed of Trust is reconveyed. Borrower’s covenants and agreements described in this Declaration are a material part of the consideration for the City in making the Loan, and without Borrower’s agreement to subject the Property to the Regulatory Obligations even after the Loan is satisfied, the City would be unwilling to make the Loan to Borrower.

AGREEMENT

Now, therefore, in consideration of the City's providing the Loan in accordance with the City Documents, Borrower agrees as follows:

1. Definitions. Any capitalized terms in this Declaration that are not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of this Declaration and the terms of the Agreement, the terms of the Agreement (including the following defined terms) shall control unless otherwise expressly stated. As used in this Declaration, the following words and phrases have the following meanings:

(a) “**Median Income**” means 100% median income as published annually by MOHCD, or a successor metric approved by MOHCD, derived in part from income limits determined by HUD for the San Francisco area, adjusted solely for household size, but not high housing cost area, also referred to as “Unadjusted Median Income”. MOHCD’s current publication is the “Maximum Income by Household Size derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that Contains San Francisco.”

(b) “**Maximum Rent**” means 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 that must be approved by MOHCD and may not exceed: (i) thirty percent (30%) of the applicable maximum income level for the Unit, adjusted for household size/unit type, as published annually by MOHCD, or a successor metric approved by MOHCD; or (ii) the tenant paid portion of the contract rent as determined by either (A) the San Francisco Housing Authority for Qualified Tenants holding Section 8 vouchers or certificates or (B) MOHCD for any other rent subsidy program. MOHCD’s current publication is the “Maximum Monthly Rent by Unit Type derived from the Unadjusted Area Median Income for HUD Metro Fair Market Rent Area that Contains San Francisco.”

(c) “**Qualified Tenant**” means a household occupying of the Project that has certified and been approved as earning no more than the maximum permissible annual income level allowed by the Agreement and that has entered into a lease with Borrower in a form approved by City.

(d) “**Rent**” means the monthly sum charged to Qualified Tenants for rent in accordance with this Declaration.

(e) “**Severely Rent Burdened**” means a Qualified Tenant household paying monthly Rent that is fifty percent (50%) or more of its gross monthly income (as shown on the Qualified Tenant’s income certification required by Section 5 and confirmed by MOHCD).

(f) “**Unit**” means any residential rental unit within the Project.

2. Regulatory Obligations. 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.

3. Affordability and Restrictions.

(a) Restrictions. The Project may be occupied only by Qualified Tenants and their households. As provided in Section 7.2(b) of the Agreement, a Qualified Tenant may not be required to vacate the Unit due to subsequent rises in household income. Qualified Tenants must pay at least 20% of their gross household income towards Rent unless otherwise approved by MOHCD, provided that in no event shall any Qualified Tenant be required to pay Rent in excess of the lesser of (i) Maximum Rent, or (ii) 20% below the market rents of comparable units as approved by MOHCD, except as otherwise provided in Section 4(c).

(b) Rents Restrictions. Required Rents for the Units as of the Agreement Date shall be as follows:

2840-2848 Folsom Street:

Unit Number	Unit Size	Rent (monthly payments) as of the Agreement Date
2840	2BR	\$1,398
2840A	2BR	\$2,921
2842	2BR	\$1,398
2844	2BR	\$1,398
2846	2BR	\$2,947
2848	2BR	\$2,712

4042-4048 Fulton Street (& 1790 17th Street):

Unit Number	Unit Size	Rent (monthly payments) as of the Agreement Date
1790 17 th St	1BR	\$1,595
4042	1BR	\$800
4044	2BR	\$625
4046	2BR	\$1,770
4048	2BR	\$1,406
4042a	Studio	\$1,850

568-570 Natoma Street:

Unit Number	Unit Size	Rent (monthly payments) as of the Agreement Date
568A	1BR	vacant
568B	1BR	\$446
570C	1BR	\$2,033
570D	1BR	\$2,150

570	Studio	\$501
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308 Turk Street:

Unit Number	Unit Size	Rent (monthly payments) as of the Agreement Date
#1	Studio	\$1,206
#2	Studio	\$1,034
#3	Studio	\$1,301
#4	Studio	\$912
#5	Studio	\$973
#6	Studio	\$919
#7	Studio	\$1,247
#8	Studio	\$1,695
#9	Studio	\$1,217
#10	Studio	\$574
#11	Studio	\$1,695
#12	Studio	\$973
#13	Studio	\$956
#14	Studio	\$1,326
#15	Studio	\$2,061
#16	Studio	\$1,695
#17	Studio	\$1,073
#18	Studio	\$1,729
#19	Studio	\$1,102

#20	Studio	\$1,382
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(c) Vacancies after the Agreement Date. After the Agreement Date, the Rent for each Unit that becomes vacant shall be set at the amount necessary to bring the Project's combined average Rents for all Units as close as is possible to the amount calculated as 30% of 80% of Median Income, or other amount as approved by MOHCD.

4. Rent Adjustments and Restrictions. Rent for all Units shall be increased annually on the anniversary of the Agreement Date by the greater of: (x) the percentage change in annual operating expenses, up to a maximum of 3.5%; or (y) 2%, except as follows:

(a) Reserved

(b) Severely Rent Burdened Qualified Tenants. If the Rent increase described in this Section 4 results in any Qualified Tenant household becoming Severely Rent Burdened, Borrower is not required to increase the Rent of the Severely Rent Burdened Qualified Tenant until such time as the Qualified Tenant is no longer Severely Rent Burdened, provided that: (i) Borrower first demonstrates to the satisfaction of MOHCD, in MOHCD's sole discretion, that the Project maintains short- and long-term financial sustainability in the form of positive cash flow, adequately funded reserves, and other indicators as MOHCD may reasonably request; (ii) at each annual income recertification, the ability of all households to pay required rent increases will be reassessed, as will the Borrower cash flow, to ensure short- and long-term financial sustainability if Borrower elects not to impose the required annual Rent increase for any Severely Rent Burdened Qualified Tenant; and (iii) all Regulatory Obligations continue to be met. Similarly, if the circumstances described in this subsection are met, a Unit becomes vacant and a Qualified Tenant demonstrates to Borrower that it is Severely Rent Burdened, Borrower may reduce such Qualified Tenant's Rent to a level no lower than 40% of that Qualified Tenant's gross monthly income, thus resulting in a higher Rent that will be required for the vacant Unit. If more than one Qualified Tenant is eligible for such a Rent reduction, the reduction shall be equally distributed among such eligible Qualified Tenants.

(c) Recovery of Project Expenses. With the City's prior written approval, Rent increases for Units exceeding the amounts permitted under the first sentence of Section 4 may be permitted once annually in order to recover increases in approved Project Expenses, provided that: (i) in no event may single or aggregate Rent increases exceed ten percent (10%) per year unless such an increase is contemplated in a City-approved temporary relocation plan or is necessary due to the expiration of Section 8 or other rental subsidies; and (ii) Rents for each Unit may in no event exceed the lesser of (y) Maximum Rent, or (z) 20% below the market rents of comparable units as approved by MOHCD. The City's approval for such Rent increases under this subsection shall not be unreasonably withheld.

(d) Rent Subsidy Programs. For those households that hold rent subsidy vouchers, such as Section 8 and VASH, on an annual basis Borrower shall request and use best efforts to receive an increase in contract rent equivalent to the percentage change in Fair Market Rent or equivalent payment standard, whichever is greater. For any Qualified Tenant participating in a rent or operating subsidy program where the rent charged is calculated as a percentage of household income, adjustments to Rent charged may be made according to the rules of the relevant subsidy program, provided that the Qualified Tenant paid portion of Rent does not exceed the lesser of (i) Maximum Rent or (ii) 20% below the market rents of comparable units as approved by MOHCD. For any Qualified Tenant that becomes ineligible to continue participating in a rent or operating subsidy program, there is no limit on the increase in Rent charged as long as it does not exceed 30% of 120% Median Income.

(e) Recovery of Property Tax Increases. In addition to the Rent increases contemplated in this Section 4 and with the City's prior written approval, if a Qualified Tenant's household income exceeds eighty percent (80%) of California Median Income (as published by the California Department of Housing and Community Development) during occupancy of a Unit, Borrower may adjust the charges for Rent for such Qualified Tenant to absorb the amount of property taxes attributable to the Qualified Tenant's Unit as a result of the loss of the State of California's welfare exemption for low-income housing properties. The City may, in its sole discretion, require that Rent increases allowed under this subsection be implemented over a period of time in order to reduce the burden on an existing Qualified Tenant. Rents charged under this subsection may not exceed the lesser of: (i) Maximum Rent; (ii) 20% below the market rents of comparable units as approved by MOHCD; or (iii) 20% of its gross household income. The City's approval for such Rent increases shall not be unreasonably withheld. If such Qualified Tenant's household income subsequently decreases and the Unit becomes eligible for the California welfare property tax exemption, Borrower may reduce such Qualified Tenant's Rent by the amount of property tax savings attributable to the Qualified Tenant's Unit, as provided in Section 4(b).

(f) Excess Rent. If Borrower increases Rents or offers a vacant Unit for rent at a rate that exceeds the rules described in this Declaration, the resulting excess cash flow will be paid by Borrower to the Qualified Tenants who were overcharged, and Borrower's actions will constitute an Event of Default pursuant to Section 19 of the Agreement.

5. Certification.

(a) As a condition to initial occupancy, each person who desires to be a Qualified Tenant in the Project must sign and deliver to Borrower a certification in the form attached to the Loan Agreement as Exhibit C, in which the prospective Qualified Tenant certifies that he/she or his/her household qualifies as a Qualified Tenant, which certification is reviewed and approved by Borrower and the City. In addition, each person must provide any other information, documents or certifications deemed necessary by the City to substantiate the prospective tenant's income. Certifications provided to and accepted by the San Francisco Housing Authority will satisfy this requirement.

(b) Each Qualified Tenant in the Project must recertify its household income to Borrower annually.

(c) Income certifications with respect to each Qualified Tenant who resides in a Unit or resided therein during the immediately preceding calendar year must be maintained on file at Borrower's principal office, and Borrower must file copies thereof with the City promptly upon request by the City.

6. Nondiscrimination. Borrower agrees not to discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the operation and use of the Project except to the extent permitted by law or required by any other funding source for the Project. Borrower agrees not to discriminate against or permit discrimination against Qualified Tenants using Section 8 certificates or vouchers or assistance through other rental subsidy programs.

7. Remedies. 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.

8. Covenants Run with the Land. 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. In the event that Borrower fails to comply with the Regulatory Obligations to the City's satisfaction, in its sole discretion, within thirty (30) days of Borrower's receipt of notice from the City to so comply, the City at its option may exercise any rights available at equity or in law, including, without limitation, institute an action for specific performance. Borrower shall pay the City's costs in connection with the City's enforcement of the terms of this Declaration, including, without limitation, the City's attorneys' fees and costs.

[signature follows]

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

BORROWER:

SFCLT TNFF HOLDINGS LLC,
a California limited liability company

By: San Francisco Community Land Trust,
a California nonprofit public benefit corporation
Its: Sole Member and Manager

By: _____
Name: Saki Bailey
Title: Executive Director

ALL SIGNATURES MUST BE NOTARIZED

EXHIBIT A

Legal Description of the Property

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

Beginning at a point on the Westerly line of Folsom Street, distant thereon 200 feet Southerly from the Southerly line of Twenty-fourth Street; running thence Southerly along said line of Folsom Street 50 feet; thence a right angle Westerly 122 feet and 6 inches; thence at a right angle Northerly 50 feet; thence a right angle Easterly 122 feet and 6 inches to the point of beginning.

Being a portion of Mission Block No. 172

APN: 6520-007 and 6520-008

Street Address:
2840-2848 Folsom Street
San Francisco, CA 94110

EXHIBIT B

Legal Description of the Property

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 Easterly line of Seventeenth Ave., with the Northerly line of Fulton Street; running thence Northerly along said Easterly line of Seventeenth Avenue, 50 feet; thence at a right angle 66 feet; thence at a right angle Southerly 50 feet to the Northerly line of Fulton Street and thence at a right angle Westerly along said line of Fulton Street 66 feet to the point of commencement.

Being a portion of Outside Land Block No. 396.

Assessor's Lot 023; Block 1659

Street Address:
4042-4048 Fulton Street
San Francisco, CA 94118

EXHIBIT C

Legal Description of the Property

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

BEGINNING at a point on the Northwesterly line of Natoma Street, distant thereon 225 feet Northeasterly from the Northeasterly line of 7th Street; running thence Northeasterly and along said line of Natoma Street 25 feet; thence at a right angle Northwesterly 75 feet; thence at a right angle Southwesterly 25 feet; and thence at a right angle Southeasterly 75 feet to the Northwesterly line of Natoma Street and the point of beginning.

BEING a portion of 100 Vara Block No. 394.

Assessor's Lot: 074; Block 3726

Street Address:
568-570 Natoma Street
San Francisco, CA 94103

EXHIBIT D

Legal Description of the Property

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 a point on the Northerly line of Turk Street, distant thereon 37 feet and 6 inches Westerly from the Westerly line of Leavenworth Street; running thence Westerly and along said line of Turk Street 50 feet; thence at a right angle Northerly 137 feet and 6 inches; thence at a right angle Easterly 50 feet; thence at a right angle Southerly 137 feet and 6 inches to the point of commencement.

Being a portion of 50 Vara Block No. 285.

Assessor's Lot 007; Block 0337

Street Address:
308 Turk Street
San Francisco, CA 94102