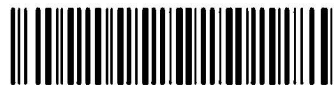


2. Free recording requested pursuant to Gov Code Section 27383 and 27388-1



RECORDING REQUESTED BY

OLD REPUBLIC TITLE COMPANY

Escrow No.: 0224053564  
APN: Blk 0279, Lot 005  
Situs: 1000 Sutter Street

WHEN RECORDED MAIL TO

City and County of San Francisco  
Mayor's Office of Housing and Community  
Development  
1 South Van Ness Ave., 5<sup>th</sup> floor  
San Francisco, CA 94103  
Attn: Agnes Defiesta

City and County of San Francisco  
Carmen Chu, Assessor-Recorder

Doc #	<b>2020048496</b>	Fees	\$0.00
11/13/2020	2:34:56 PM	Taxes	\$0.00
PF	Electronic	Other	\$0.00
Pages	6 Title 078	SB2 Fees	\$0.00
Customer	9001	Paid	\$0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### DECLARATION OF RESTRICTIONS

- 1  Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax
- 2  Exempt from fee per GC27388.1(a)(2); document transfers real property that is a residential dwelling to an owner-occupier
- 3  Exempt from fee per GC27388.1(a)(2); document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier
- 4  Exempt from fee per GC27388.1(a)(1); fee cap of \$225 reached
- 5  Exempt from fee per GC27388.1(a)(2); document is subject to the imposition of documentary transfer tax
- 6  Exempt from fee per GC27388.1(a)(2); document recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on \_\_\_\_\_ (date) as document number \_\_\_\_\_
- 7  Exempt from fee per GC27388.1(a)(2); document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on \_\_\_\_\_ (date) as document number(s) \_\_\_\_\_
- 11  Exempt from fee per GC27388.1(a)(2); document is executed or recorded by the state or any county, municipality, or other political subdivision of the state
- 12  Exempt from fee per GC27388.1(a)(2); executed or recorded by the federal government in accordance with the Uniform Federal Lien Registration Act (Title 7 (commencing with Section 2100) of Part 4 of the Code of Civil Procedure)

Free Recording Requested Pursuant to  
Government Code Section 27383 and 27388.1

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#: ~~Blk 0279, Lot 005~~  
Address: 1000 Sutter Street, San Francisco, CA 94109

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

**DECLARATION OF RESTRICTIONS**  
(1000 Sutter Street, San Francisco, CA 94109)

**THIS DECLARATION OF RESTRICTIONS** ("Declaration") is made as of  
November 13th, 2020, by 1000 Sutter LLC, a California limited liability company  
("Borrower"), 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").

**RECITALS**

A. The City is making a loan (the "Loan") to Borrower of General Funds to finance costs associated with the acquisition of the fee interest in the real property described in **Exhibit A** attached hereto and incorporated herein by reference (the land and the fee interest, the "Property") as low-income housing (the "Project"). 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.

B. Pursuant to the Agreement, Borrower has agreed to comply with certain affordability and other use and occupancy restrictions (collectively, the "Regulatory Obligations"), commencing on the date on which a certificate of occupancy is issued for the Project, and continuing for the Life of the Project, but no less than fifty-five (55) years (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's providing the Loan in accordance with the City Documents, Borrower agrees as follows:

1. Borrower must comply with the Regulatory Obligations 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:

(a) Following a vacancy of a Non-Qualified Tenant after acquisition of the Project, 230 Units in the Project, or the habitable amount approved by DBI, will at all times be rented only to tenants who qualify as Qualified Tenants, specifically:

Unit Size	No. of Units	Maximum Income Level
SRO	230	50% of Median Income with LOSP

In addition, all vacant Units must be made available to the 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.

(b) 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.

(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 Borrower 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 Adjusted Income does not exceed sixty percent (60%) of Median Income and the monthly rent paid by the Qualified Tenants may not exceed (a) thirty percent (30%) of sixty percent (60%) of Median Income (b) less utility allowance. In such event, the City

will use good faith efforts to meet with Borrower within fifteen (15) days after Borrower'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. The relief provided by the paragraph will not be construed as authorizing Borrower to exceed any income or rent restriction imposed on the Project by any other agreement. Borrower 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.

2. 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.

3. This Declaration and the Regulatory Obligations constitute covenants running with the fee interest and bind successors and assigns of Borrower and any non-borrower owner and lessee 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.

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

**"BORROWER"**

1000 Sutter LLC, a California limited liability company

By: ECS Housing Corporation,  
a California nonprofit public benefit corporation,  
its sole member/manager

By: Mary Elizabeth Stokes  
Name: Mary Elizabeth Stokes  
Title: President

[ALL SIGNATURES MUST BE NOTARIZED.]

## 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 Francisco)

On November 10, 2020 before me, Rebecca N. Gigi, Notary Public  
(insert name and title of the officer)

personally appeared Mary Elizabeth Stokes, President,  
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 Rebecca N. Gigi (Seal)



**EXHIBIT A**

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 the point of intersection of the Northerly line of Sutter Street with the Westerly line of Hyde Street; running thence Northerly along said line of Hyde Street 77 feet and 6 inches; thence at a right angle Westerly 117 feet and 6 inches; thence at a right angle Southerly 77 feet and 6 inches to the Northerly line of Sutter Street; thence at a right angle Easterly along said line of Sutter Street 117 feet and 6 inches to the point of beginning.

BEING part of 50 Vara Block No. 308

Assessor's Lot 005, Block 0279