

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: \_\_\_\_\_

APN#:

Address:

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

**DECLARATION OF RESTRICTIONS**

(Property Address: 735 Davis)

**THIS DECLARATION OF RESTRICTIONS** ("Declaration") is made as of \_\_\_\_\_, \_\_\_\_\_, by **735 DAVIS SENIOR LP**, a California Limited Partnership ("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 \_\_\_\_\_ funds 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- and moderate-income housing (the "Project"). The Loan is evidenced by, among other documents, a Loan Agreement between the City and Borrower dated the same date as 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 through the date that is the later of (a) the Fifty Seventh (57th) anniversary of the date the Deed of Trust is recorded in the Recorder's Office of San Francisco County or (b) the Fifty Fifth (55th) anniversary of the Conversion Date (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) 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:

<b>Unit Size</b>	<b>No. of Units</b>	<b>Maximum Income Level</b>
Studio	9	30% of AMI
1 bedroom	4	30% of AMI
Studio	13	50% of AMI
1 bedroom	12	50% of AMI
1 bedroom	6	60% of AMI
Studio	1	75% of AMI
1 bedroom	7	75% of AMI

- i) Fifteen (15) units must be rented at all times to tenants as referred from Department of Homelessness and Supportive Housing as supported by a LOSP subsidy grant and another thirteen (13) units must be rented at all times to tenants at 30% AMI as supported by additional City subsidy grant contract. If the City LOSP or other grant contract is terminated or discontinued 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 must at all times be occupied by Low Income Households whose Adjusted Income does not exceed sixty percent (60%) of area median income as published by TCAC (or MOHCD equivalent) and the monthly rent paid by the Low Income Households may not exceed (a) thirty percent (30%) of sixty percent (60%) of Median Income (b) less utility allowance. If the HAP is terminated or discontinued with respect to the Project, then City will use good faith efforts to meet with Borrower within fifteen (15) days after Borrowers request to meet. 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 CDLAC, CTAC, or under 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.

(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 appropriate for the unit; 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. 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 land, including the leasehold 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 reasonable 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.

Following completion of a subdivision of the Site and receipt of a certificate of occupancy for the residential portion of the Project, upon the request of the Borrower, the City will release this Declaration from title to the Commercial Space.

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

**"BORROWER"**

735 Davis Senior LP, a California limited partnership

By: 735 DAVIS SENIOR BRIDGE LLC  
Its: Managing General Partner

By: MCB Family Housing, Inc., a California  
nonprofit public benefit corporation

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Name: Smitha Seshadri  
Title: Senior Vice President

By: JSCo 735 DAVIS SENIOR LLC  
Its: Administrative General Partner

By: John Stewart Company, a California  
corporation

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Name: Jack D. Gardner  
Title: President

[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:

Street Address: