Free Recording Requested Pursuant to

Government Code Section 27383

Recording requested by and

when recorded mail to:

Mayor’s Office of Housing and

Community Development

1 South Van Ness, Fifth Floor

San Francisco, California 94102

Attn: Director

APN#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS**

**AND RESTRICTIVE COVENANTS**

**(Community Opportunity to Purchase Act)**

**by**

**[OWNER]**

**in favor of**

**CITY AND COUNTY OF SAN FRANCISCO**

**Dated as of [DATE]**

**DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS**

**AND RESTRICTIVE COVENANTS**

**(Community Opportunity to Purchase Act)**

[Property Address]

**THIS** **DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS AND RESTRICTIVE COVENANTS** (this “**Declaration**") is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_, by **[OWNER’S NAME IN BOLD, CAPITAL LETTERS.]**, a California nonprofit public benefit corporation [A California Limited Partnership/a California limited liability company] (“**Owner**”), in favor of the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, represented by the Mayor, acting through the Mayor's Office of Housing and Community Development (the “**City**”).

**RECITALS**

A. Pursuant to the City’s Community Opportunity to Purchase Act, Chapter 41B of the Administrative Code of the City and County of San Francisco Municipal Code (as amended, collectively, “**COPA**”), Owner was granted the first right to purchase that certain multi-family residential building consisting of \_\_\_\_ residential units on real property in the City and County of San Francisco, California, at \_\_\_\_\_\_\_\_\_\_\_, Lots \_\_\_\_\_\_\_\_\_\_\_ in Assessor’s Block \_\_\_\_\_\_\_\_\_, as more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Under that certain [Purchase and Sale Agreement] dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Owner acquired fee title to the Property through its grants under COPA. Pursuant to Section 41B.8 of COPA, any multi-family residential building acquired under COPA must be restricted and maintained as rent-restricted affordable housing in perpetuity.

**AGREEMENT**

NOW, THEREFORE, the Owner hereby agrees and gives notice that there are special restrictions on the use and occupancy of the Property as affordable housing under COPA as follows:

1. Definitions and Interpretation. Capitalized terms used herein and not otherwise defined have the meanings assigned to them in Section 41B.2 of COPA and this Section 1, unless the context in which they are used clearly requires otherwise:

“**Area Median Income**” or “**AMI**” is the unadjusted median income level as calculated by MOHCD using data from the Department of Housing and Urban Development (“**HUD**”) on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

“**Authorized Owner Representative**” means any person who at the time and from time to time may be designated as such, by written certificate signed on behalf of the Owner by its governing board, which certificate may designate an alternate or alternates.

“**COPA**” is defined in Recital A of this Declaration.

“**Housing Act**” means 42 U.S.C. §1437, known as the United States Housing Act of 1937, as amended.

“**Life of the Project**” means the period of time in which the Project continues to operate as a multi-family apartment project substantially similar to its current condition in terms of square footage and number of units. In the event the Project is substantially damaged or destroyed by fire, the elements, an act of any public authority or other casualty, and is subsequently replaced by a multi-family apartment project substantially similar to its current condition in terms of square footage and number of units, the life of such replacement project will be deemed to be a continuation of the Life of the Project.

“**MOHCD**” means the Mayor’s Office of Housing and Community Development and any successor agency of the City and County of San Francisco.

“**Preferences and Lottery Manual**” means MOHCD’s Marketing, Housing Preferences and Lottery Procedures Manual dated October 19, 2020, as amended from time to time.

“**Project**” means the multifamily buildings, structures and other improvements on the Property to be acquired, constructed, improved and equipped, and all fixtures and other property owned by the Owner and located on the Property, or used in connection with, such buildings, structures and other improvements.

“**Tenant(s)**” means an individual or household that meets the income requirements for the Project.

“**Unit**” means a residential dwelling unit in the Project for occupancy by a Tenant.

The titles and headings of the sections of this Declaration have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Declaration or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

2. Owner’s Covenants. The Owner hereby acknowledges and agrees that the Project will be owned, managed and operated in accordance with COPA. To that end, and for the term of this Declaration, the Owner hereby represents, as of the date hereof, and covenants, warrants and agrees as follows:

 (a) The Owner shall exercise reasonable diligence to comply with the requirements of this Declaration and shall notify the City within fifteen (15) days and correct any noncompliance within sixty (60) days, after such noncompliance is first discovered by the Owner or would have been discovered by the exercise of reasonable diligence, unless such noncompliance is not reasonably susceptible to correction within sixty (60) days, in which event the Owner shall have such additional time as may be reasonably necessary to effect such correction, provided the Owner has commenced such correction after discovery and is diligently prosecuting such correction.

 (b) None of the Units will at any time be used on a transient basis (e.g., subject to leases that are less than thirty (30) days in duration, including use as a corporate suite), or be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home, retirement house or trailer court or park.

 (c) During the Life of the Project, no part of the Project will at any time be owned as a condominium, and Owner shall not take any steps in connection with a conversion to such ownership or uses.

 (d) All of the Units will be available for rental on a continuous basis to members of the general public and the Owner will not give preference to any particular class or group in renting the residential dwelling units in the Project, except to the extent required by additional tenant income and rent restrictions imposed by any other federal, State or local governmental agencies.

 (e) No Unit shall be occupied by the Owner, except for a manager’s unit if required by law.

 (f) The Owner agrees to maintain the Project, or cause the Project to be maintained, during the term of this Declaration (i) in a reasonably safe condition and (ii) in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof.

 (g) The Owner shall not sell any Units.

 (h) The Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project (other than in the ordinary course of business) without the City’s prior written consent.

 (i) The Owner shall not permit the use of the Units for any purpose except rental residences.

 (j) The Owner shall require each Tenant to occupy a Unit as their primary residence and shall prohibit Tenants from subletting any Units.

4. COPA Requirements. The Owner hereby represents, as of the date hereof, and covenants, warrants and agrees as follows:

 4.1 Affordable Housing Restriction. The Units shall be restricted for the Life of the Project and shall comply with all of the requirements of COPA and any rules adopted by MOHCD to implement COPA. The Units shall have an average affordable rent set at 80% of Area Median Income. Tenants at initial occupancy shall have a household income not exceeding 120% of Area Median Income.

 4.2 Maximum Income. The maximum income table used for qualifying Tenants is the table published annually by MOHCD and posted on MOHCD’s website, which is presently called the “Maximum Income by Household Size derived from the Unadjusted Area Median Income (AMI) for HUD Metro Fair Market Rent Area (HMFA) that contains San Francisco.”

 4.3 Maximum Rent. The maximum rent table used for pricing Units is the table published annually by MOHCD and posted on MOHCD’s website at www.sfmohcd.org, which is presently called the “Maximum Rent by Unit Type derived from the Unadjusted Area Median Income (AMI) for HUD Metro Fair Market Rent Area (HMFA) that contains San Francisco.” The Owner may adjust the maximum monthly rent allowed for each qualified Tenant no more than once per year. Each year’s adjusted rent increase may not exceed four percent (4%). Rent adjustments may be made on July 1 of each year but no sooner than at the conclusion of a one year lease period for the renter household. Tenants whose leases have not reached a one year period on July 1 of a given year will have their rent levels increased in the following year. The Owner agrees to follow all applicable federal, state and local laws when introducing rent adjustments. Furthermore, the Owner may only adjust rents annually and shall not carry forward any rent increases that were not applied in prior years.

 4.4. Just Cause Eviction. No existing Tenants of any Unit as of the Effective Date may be evicted without just cause consistent with the substantive provisions of San Francisco Administrative Code Section 37.9(a).

 4.5 Limited Equity Housing Cooperative Conversion. The Owner may convert the Project into a limited equity housing cooperative under San Francisco Subdivision Code Division 11, provided that the Owner shall (i) fully comply with the requirements of Subdivision Code Division 11, and (ii) record a new declaration of restrictions or notice of special restrictions in a form acceptable to the City and consistent with Administrative Code Section 41B.8 and Subdivision Code Division 11.

5. Additional Requirements of the City.

 5.1 Minimum Lease Term. The term of the lease for any Unit shall be not less than one (1) year unless a shorter lease term is allowed or required by MOHCD.

 5.2 Nondiscrimination Based on Section 8, Household Size, or Source of Income. The Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Act, or any successor program or similar federal, State or local governmental assistance program. The Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective tenants and the Owner shall not refuse to rent to any tenant on the basis of household size as long as such household size does not exceed two (2) persons for a studio unit; three (3) persons for a one-bedroom unit; five (5) persons for a two-bedroom unit and seven (7) persons for a three-bedroom unit. The Owner shall not collect any additional fees or payments from such a tenant except security deposits or other deposits required of all tenants. The Owner shall not collect security deposits or other deposits from Section 8 certificate or voucher holders in excess of that allowed under the Section 8 program. The Owner shall not discriminate against tenant applicants on the basis of legal source of income (e.g., TANF, Section 8 or SSI), and the Owner shall consider a prospective tenant’s previous rent history of at least one year as evidence of the ability to pay the applicable rent (i.e., ability to pay shall be demonstrated if such a tenant can show that the same percentage or more of the tenant’s income has been consistently paid on time for rent in the past as will be required to be paid for the rent applicable to the unit to be occupied, provided that such tenant’s expenses have not increased materially). Further, Owner shall comply with all notice provisions set forth in the Housing Act prior to terminating any lease to which any Tenant previously certified by the Owner as a qualified Tenant is a party. The Owner acknowledges that (i) federal notice requirements under the Housing Act are distinct from those under State law or City law and the Owner shall comply with all federal, State and local laws in connection with any such notice requirements, and (ii) compliance with the law of one jurisdiction shall not be deemed compliance with the laws of all jurisdictions.

5.3 Preference Programs and Marketing. To the fullest extent permitted by law, the Owner shall comply with the City’s Preferences pursuant to San Francisco Administrative Code Chapter 47, as well as the Preferences and Lottery Manual.

 5.4 Marketing and Tenant Selection Plan. The Owner shall comply with the marketing, reporting, and monitoring requirements and procedures as set forth in the Preferences and Lottery Manual. MOHCD shall be responsible for overseeing and monitoring the marketing of the Units. The Owner shall contact MOHCD at least six (6) months prior to the beginning of marketing for any Unit in the building. The Owner will only market the Units in accordance with a marketing plan approved by MOHCD.

6. Annual Monitoring and Tenant Certification. The Owner hereby represents, as of the date hereof, and warrants, covenants and agrees as follows:

 6.1 Annual Monitoring Requirement. By no later than sixty (60) days after each anniversary of the Effective Date, the Owner or its agent charged with the management of the Units satisfying the requirements of this Declaration shall submit an annual certification to MOHCD in the form provided by MOHCD. The report shall provide information regarding rents, household and income characteristics of tenants of the Units, the average rent for all Units, and any other information MOHCD may reasonably require for monitoring compliance with this Declaration.

 6.2 Tenant Certification.

 (a) The Owner shall certify any Tenants prior to initial occupancy of any Units.

 (b) The Owner shall require that all qualified Tenants provide household income documentation to the Owner upon request and such other information as MOHCD may reasonably require to monitor compliance with this Declaration.  Failure to provide such information may result in the inability to renew the lease of a Tenant. Non-renewal of the lease for a Tenant shall require at least a ninety (90) day notice to the Tenant of the lease non-renewal.

 (c) The Owner agrees to substantially follow the ensuing process when monitoring Units:

|  |  |
| --- | --- |
| February 1  | Provide monitoring documentation to qualified Tenants and allow 30 days for return of documentation to the Owner |
| April 1 | Qualified Tenants are notified of their continuing qualification for the program. Tenants whose leases will not be renewed are provided a 90-day notice to vacate the unit. |
| July 1  | New lease terms begin for each continuing qualified Tenant in the building. At this point, the Owner may adjust rent levels to current year rent levels. |

 6.4 Lease Provisions Regarding Income Certification Reliance. All leases shall contain clauses, among others, wherein each Tenant who occupies a Unit: (i) certifies the accuracy of the statements made in an income certification form, (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such Tenant, that such Tenant will comply promptly with all requests for information with respect thereto from the Owner, and that the failure to provide accurate information in an income certification form or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such Tenant; (ii) acknowledges that the Owner has relied on an income certification form and supporting information supplied by the Tenant in determining qualification for occupancy of the Unit, and that any material misstatement in such certification (whether intentional or otherwise) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that upon request by the Owner, the Tenant’s income is subject to recertification in accordance with Section 6.2 hereof and that failure to cooperate with a recertification process reasonably instituted by the Owner may provide grounds for termination of the lease.

6.5 Maintenance of Tenant Lists and Applications. All tenant lists and applications relating to the Project shall at all times be kept separate and identifiable from any other business which is unrelated to the Project and shall be maintained, as required from time to time by MOHCD, in a reasonable condition for proper audit and subject to examination during normal business hours by representatives of the City. Failure to keep such lists and applications or to make them available to the City shall be a default hereunder.

6.6 Tenant Lease Subordination. All tenant leases or rental agreements shall be subordinate to this Declaration.

7. Indemnification. The Owner hereby releases the City and its respective officers, members, directors, officials and employees from, and covenants and agrees to indemnify, hold harmless and defend the City and the officers, members, directors, officials, agents and employees of the City (collectively, the “**Indemnified Parties**,” and each an “**Indemnified Party**”) from and against any and all claims, losses, costs, damages, demands, expenses, taxes, suits, judgments, actions and liabilities of whatever nature, joint and several (including, without limitation, costs of investigation, reasonable attorneys’ fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments), directly or indirectly: (a) by or on behalf of any person arising from any cause whatsoever in connection with transactions contemplated hereby or otherwise in connection with the Project or the execution or amendment of any document relating thereto; (b) arising from any act or omission of the Owner or any of its agents, servants, employees or licensees, in connection with the Project; and (c) arising in connection with the operation of the Project, or the conditions, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation, or construction of, the Project or any part thereof; provided, however, that this provision shall not require the Owner to indemnify the City for any claims, costs, fees, expenses or liabilities arising solely from the willful misconduct of the City. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Owner, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the engagement of counsel approved by the Indemnified Party; and the Owner shall assume the payment of all reasonable fees and expenses related thereto (provided that if the Indemnified Party is the City, the selection of counsel rests in the sole discretion of the City Attorney and the Owner shall assume the payment of all attorneys’ fees and expenses related thereto), with full power to litigate, compromise or settle the same in its discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement.

Additionally, the Owner also shall pay and discharge and shall indemnify and hold harmless the City from (i) any lien or charge upon payments by the Owner to the City hereunder and (ii) any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges in respect of any portion of the Project. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the City shall give prompt notice to the Owner, and the Owner shall have the sole right and duty to assume, and the Owner will assume, the defense thereof, including the engagement of counsel approved by the Indemnified Party in such party’s reasonable discretion, provided that if the Indemnified Party is the City, the selection of counsel rests in the sole discretion of the City Attorney and the Owner shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. If a potential conflict exists between the Owner’s defense and the interests of an Indemnified Party, then such Indemnified Party shall have the right to engage separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Owner shall pay the fees and expenses of such separate counsel.

Notwithstanding any transfer of the Project to another Owner in accordance with the provisions of Section 7 of this Declaration, the Owner shall remain obligated to indemnify the City pursuant to this Section 7 if such subsequent Owner fails to so indemnify the City, unless at the time of transfer the City has consented to the transfer to the extent such consent is required hereunder.

The provisions of this Section 7 shall survive the term or earlier termination of the Declaration. In addition thereto, the Owner will pay upon demand all of the fees and expenses paid or incurred by the Indemnified Parties in enforcing the provisions hereof.

8. Sale or Transfer of the Project. The Owner shall comply with the requirements of COPA and any rules implementing COPA related to sale, transfer or other disposition of the Project. The Owner shall require any buyer of the Project to execute and record a declaration of affordable housing restrictions and restrictive covenants as required by COPA. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 8 shall be null, void and without effect, shall cause a reversion of title to the Owner, and shall be ineffective to relieve the Owner of its obligations under this Declaration.

9. Term. Subject to the following paragraph of this Section 9, Section 7 hereof and to any other provision expressly agreed herein to survive the termination of this Declaration, this Declaration and all of the terms hereof shall become effective upon its execution and delivery and shall remain in full force and effect for the Life of the Project.

10. Covenants to Run With the Land. The Owner hereby subjects the Project to the covenants, reservations and restrictions set forth in this Declaration. The City and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner’s successors in title to the Project; provided, however, that on the termination of this Declaration said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

11. Burden and Benefit. Owner hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land in that the Owner’s legal interest in the Project is rendered less valuable thereby. Owner hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by qualified Tenants authorized to rent the Units, the intended beneficiaries of such covenants, reservations and restrictions.

12. Enforcement .

 12.1 Events of Default. Any material breach by the Owner of any covenant, agreement, provision or warranty contained in this Declaration that remains uncured upon the expiration of any applicable notice and cure periods will constitute an “**Event of Default**,” including the following:

 (a) Any lien is recorded against all or any part of the Property without the City’s prior written consent, that is prior to this Declaration, and the lien is not removed from title or otherwise remedied to the City’s satisfaction within thirty (30) days after the Owner’s receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, the Owner will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* the Owner commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

 (b) The Owner fails to perform or observe any other term, covenant or agreement contained in any this Declaration, and the failure continues for thirty (30) days after the Owner’s receipt of written notice from the City to cure the default, or, if the default cannot be cured within a 30-day period, the Owner will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City, *provided that* the Owner commences to cure the default within the 30-day period and diligently pursues the cure to completion; or

 (c) Any representation or warranty made by the Owner in this Declaration proves to have been incorrect in any material respect when made; or

 12.2 No Waiver. Failure or delay in giving notice of default shall not constitute a waiver of default, nor shall it change the time of default. Except as otherwise expressly provided in this Declaration, any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies; nor shall it deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

 12.3 Remedies. During the pendency of an uncured event of default, the City may exercise any right or remedy available under this Declaration or at law or in equity. All of the City’s rights and remedies following an event of default are cumulative, including:

 (a) The City may perform any of the Owner’s obligations in any manner, in the City’s reasonable discretion, and seek reimbursement from the Owner.

 (b) The City, either directly or through an agent or court-appointed receiver, may take possession of the Project and enter into contracts and take any other action the City deems appropriate to satisfy the Owner’s obligations set forth in this Declaration.

 (c) The City may apply to any court of competent jurisdiction for specific performance, or an injunction against any violation, of this Declaration or for any other remedies or actions necessary or desirable to correct the Owner’s noncompliance with this Declaration.

 (d) All remedies provided for in this Declaration may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Declaration shall constitute a waiver or limitation of any rights that City may have under applicable law.

 (e) If any legal action is commenced to enforce any of the terms of this Declaration or rights arising from any party’s actions in connection with this Declaration, the prevailing party will have the right to recover its reasonable attorneys’ fees (including allocated fees of the City Attorney’s Office) and costs of suit from the other party, whether incurred in a judicial, arbitration, mediation or bankruptcy proceeding or on appeal. For the purposes of this Declaration, reasonable fees of attorneys in the City Attorney’s office will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter of law for which the City Attorney’s services were rendered, who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney’s Office.

13. Recording and Filing. The Owner shall cause this Declaration and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the City and County of San Francisco and in such other places as the City may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

14. Governing Law. This Declaration shall be governed by the laws of the City and the State of California.

15. Amendments. This Declaration shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the City and County of San Francisco, California.

16. Notice. All notices, certificates or other communications shall be sufficiently given and shall be deemed given on the date personally delivered, or on the second day following the date on which the same have been mailed by first class mail, postage prepaid, addressed as follows:

|  |  |
| --- | --- |
| If to the City: | Mayor’s Office of Housing and Community Development1 South Van Ness Avenue, 5th FloorSan Francisco, California 94103Attention: DirectorRe: COPA Declaration of Restrictions |
|  |  |
| If to the Owner: | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |

Any of the foregoing parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, documents or other communications shall be sent.

17. Interpretation; Severability. The parties to this Declaration acknowledge that each party and their respective counsel have participated in the drafting of this Declaration. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Declaration or any supplement or exhibit hereto. If any provision of this Declaration shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

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

**“OWNER”**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a California nonprofit public benefit corporation

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Delete 2nd signature if not required.]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Alternative signature block for non-corporate entities]

**“OWNER”**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

A California Limited Partnership [a California limited liability company]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 a California nonprofit public benefit corporation

Its: General Partner[Manager/Managing Member]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Delete 2nd signature if not required.]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
|  |
|  | 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 ) ) ss.COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ )On , before me, , Notary Public,(Print Name of Notary Public)personally appeared 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 of Notary Public |
| **OPTIONAL**Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. |
| **CAPACITY CLAIMED BY SIGNER** | **DESCRIPTION OF ATTACHED DOCUMENT** |
| **[ ]**  Individual**[ ]**  Corporate Officer Title(s) |  Title Or Type Of Document |
| **[ ]**  Partner(s) **[ ]** Limited **[ ]** General**[ ]**  Attorney-In-Fact**[ ]**  Trustee(s)**[ ]**  Guardian/Conservator**[ ]**  Other: Signer is representing:Name Of Person(s) Or Entity(ies)   |  Number Of Pages |
|  Date Of Documents |
|  Signer(s) Other Than Named Above |
|  |
|  | 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 ) ) ss.COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_ )On , before me, , Notary Public,(Print Name of Notary Public)personally appeared 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 of Notary Public |
| **OPTIONAL**Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form. |
| **CAPACITY CLAIMED BY SIGNER** | **DESCRIPTION OF ATTACHED DOCUMENT** |
| **[ ]**  Individual**[ ]**  Corporate Officer Title(s) |  Title Or Type Of Document |
| **[ ]**  Partner(s) **[ ]** Limited **[ ]** General**[ ]**  Attorney-In-Fact**[ ]**  Trustee(s)**[ ]**  Guardian/Conservator**[ ]**  Other: Signer is representing:Name Of Person(s) Or Entity(ies)   |  Number Of Pages |
|  Date Of Documents |
|  Signer(s) Other Than Named Above |

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SITE**

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