

Free Recording Requested Pursuant to
Government Code Section 27383

When recorded, mail to:
Mayor's Office of Housing of the
City and County of San Francisco
1 South Van Ness Avenue
5th Floor
San Francisco, California 94103
Attn: Condo Conversion BMR Program

[site address/APN]

(Space Above This Line for Recorder's Use)

**DECLARATION OF RESTRICTIONS FOR CONDOMINIUM CONVERSION BELOW
MARKET RATE UNITS AND OPTION TO PURCHASE AGREEMENT**

Section 1. Parties.

THIS DECLARATION OF RESTRICTIONS AND OPTION TO PURCHASE AGREEMENT ("Declaration") is made as of _____, 20__, (the "Effective Date") by and between _____ as _____ **[indicate manner in which owner takes title]** ("Owner") and the City and County of San Francisco, a municipal corporation, represented by the Mayor, acting by and through the Mayor's Office of Housing ("City"). Owner has acquired a fee interest in that certain real property in the City with a street address of _____, San Francisco, California _____, and more particularly described on Exhibit A attached hereto ("Property"). Capitalized terms used in this Declaration have the meanings given to them in Section 4 below.

Section 2. Recitals.

The following recitals of fact are a material part of this Declaration:

(a) The City developed the Below Market Rate Condominium Conversion Program (the "Program") to provide home ownership opportunities to individuals and families with low and moderate incomes and to existing tenants being displaced by proposed condominium conversions by offering homes for sale at prices which are below those otherwise prevailing in the market;

(b) Pursuant to the subdivision map recorded against the Property on _____ (the "Subdivision Map Notation"), the Property is subject to the Program restrictions;

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(c) The City's intent is to preserve the affordability of the Property by maintaining the Program restrictions for the life of the Property.

(d) Pursuant to San Francisco Subdivision Code Section 1344, the Owner is a Pre-Legislation Owner (as defined in the Code) who has agreed to be governed by the provisions of the Ordinance applicable to Post-Legislation Owners (as defined in the Code) in exchange for a one-time increase in the Owner's Base Price; and

(e) It is necessary, proper and in the public interest for the City to protect and preserve this resource by administering occupancy and resale controls by means of this Declaration.

NOW, THEREFORE, in consideration of the substantial economic benefits inuring to Owner and the public purposes to be achieved under the Program, Owner and the City agree as follows:

Section 3. Owner's Base Price.

The Owner's Base Price for the Property is \$_____. This Base Price reflects the one-time increase permitted to Owner pursuant to Subdivision Code Section 1344(i).

Section 4. Definitions.

As used in this Declaration, the capitalized terms set forth below shall have the following meanings. For all capitalized terms not defined below, the definitions in the Subdivision Code and the Procedures Manual shall apply.

(a) "Annual Gross Income" means gross income as defined in the California Code of Regulations Title 25, Section 6914, as amended from time to time, except that the Mayor's Office of Housing may, in order to promote consistency with the procedures of the San Francisco Redevelopment Agency, develop an asset test that differs from said definition if it publishes that test in the Procedures Manual.

(b) "Base Price" is defined in Section 3.

(c) "Buyer Acknowledgement" means the form provided by the City upon execution of this Declaration, acknowledging Owner's acceptance of the terms and conditions of the Program.

(d) "City" is defined in Section 1.

(e) "City Note" is the promissory note executed by Owner in favor of the City, which is secured by the Deed of Trust executed by Owner in favor of the City, in the form attached.

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(f) "Closing Costs" means the reasonable and customary costs incurred by Owner in transferring the Property.

(g) "Declaration" is defined in Section 1.

(h) "Deed of Trust" means one or more Deeds of Trust on this Property, executed by Owner in favor of the City.

(i) "Domestic Partner" means a legal or personal relationship between individuals who live together and share a common domestic life but are not joined in a traditional marriage or a civil union as formalized through a local or state registry.

(j) "Effective Date" is defined in Section 1.

(k) "Events of Default" are defined in Section 11.1.

(l) "Fair Market Value" is defined in Subdivision Code Section 1344, as amended.

(m) "Household Size" means the number of persons for whom the Property is a Principal Residence. The Resale Price shall be established by using a Household Size that assumes occupancy of one person per bedroom plus one.

(n) "HUD Area Median Income" means the unadjusted income levels derived from the Department of Housing and Urban Development on an annual basis and used to calculate the income levels of a Qualifying Household and the Resale Price.

(o) "Owner" is defined in Section 1, and upon Owner's death includes the personal representative administering the Owner's estate.

(p) "Owner's Proceeds" means the amount due to Owner upon Transfer of the Property to a Qualifying Household or upon exercise of the City's Purchase Option, according to the terms of this Declaration.

(q) "Procedures Manual" means the City and County of San Francisco Residential Inclusionary Affordable Housing Program Monitoring Procedures Manual published in 2007 under San Francisco Planning Code Sections 315 et seq., with Condominium Conversion BMR Addendum, on file with the Clerk of the Board of Supervisors in File No. 080520.

(r) "Program" means the Below Market Rate Condominium Conversion Program, as set forth in Subdivision Code Sections 1308, 1309, 1341, 1341B, 1343, 1344, 1359 and 1385, as amended, and the Procedures Manual.

(s) "Principal Residence" means the location at which an individual resides for the entirety of each calendar year.

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- (t) "Property" is defined in Section 1.
- (u) "Purchase Option" is defined in Section 9.1.
- (v) "Purchase Option Assignee" is defined in Section 9.3.

(w) "Qualifying Household" means person or persons who reside or intend to reside in the same housing unit whose Annual Gross Income, adjusted for Household Size, does not exceed [eighty percent (80%) or one hundred twenty percent (120%)] of Area Median Income and who otherwise satisfies the criteria set forth in the Subdivision Code and the Procedures Manual.

- (x) "Resale Price" is defined in Section 6.3.

(y) "Senior Lender" means a bank, savings and loan association, insurance company, pension fund, publicly traded real estate investment trust, government, or charitable organization engaged in making loans which customarily makes residential purchase money loans and has loaned money to Owner or a Qualifying Household to purchase or refinance the Property.

(z) "Senior Lien" means a single deed of trust for the purpose of securing a loan from a Senior Lender to finance (or refinance) the purchase of the Property.

- (aa) "Subdivision Code" means the San Francisco Subdivision Code, as amended.

(bb) "Transfer" means any voluntary or involuntary sale, assignment or transfer of any interest in the Property.

- (cc) "Unauthorized Transfer" is defined in Section 11.

Section 5. Related Documents.

5.1 City Note and Deed of Trust. Concurrently herewith, Owner shall execute a City Note in favor of City and a Deed of Trust on the Property.

Section 6. Affordable Restrictions.

6.1 Owner's Acknowledgment. Owner hereby acknowledges that, pursuant to the Subdivision Map Notation, the Property is subject to the Program restrictions set forth in the Subdivision Code.

6.2 Occupancy Restrictions. Owner shall own and occupy the Property as Owner's Principal Residence, and Owner shall not lease the Property, or any portion thereof, without the City's prior written consent. Notwithstanding the foregoing, in the event that Owner leases the Property as of the Effective Date, Owner shall move into the Property and comply with the requirements of this Section 6.2 by no later than January 18, 2011. Owner shall submit to the

City a certification that Owner has occupied the Property as Owner's Principal Residence. Notwithstanding anything to the contrary contained herein, leasing of the Property on a temporary basis may be permitted, but only if done in accordance with the leasing terms set forth in the Procedures Manual.

6.3 Resale Price. Except for Transfers pursuant to Sections 7.2, 7.3(a) and 7.3(b), Owner shall Transfer the Property at a sales price of no greater than the following amount (the "Resale Price"):

(a) The Base Price adjusted only by the percentage change in the unadjusted HUD Area Median Income from the Effective Date to the date of Transfer; plus

(b) the cost of capital improvements completed in compliance with the applicable provisions of the Subdivision Code and Procedures Manual for Post-Legislation Owners, up to a cap of 10% of the actual sales price; plus

(c) the cost of special assessments paid by Owner; plus

(d) the cost of using a real estate agent and Multiple Listing Service, up to 5% of the actual sales price, but only if Owner complied with the marketing requirements for Post-Legislation Owners set forth in the Procedures Manual.

6.4 Term. This Declaration shall remain in effect for the life of the Property. Notwithstanding the foregoing, this Declaration shall terminate upon: (i) a Transfer of the Property in compliance with the terms of this Declaration, and (ii) execution and recordation by the Qualifying Household of a declaration with the same form and substance as this Declaration.

6.5 Procedures Manual. Pursuant to the Subdivision Code requirements, Owner shall comply with the terms and guidelines set forth in the Procedures Manual, including but not limited to the procedures regarding marketing, monitoring, and enforcement.

6.6 Owner's Proceeds. The value of the Owner's Proceeds from a Transfer of the Property shall be calculated as follows. Owner's Proceeds equal:

(a) The Resale Price, as determined in accordance with Section 6.3 of this Declaration;

(b) Less the amount necessary to release all of the Senior Liens and any other liens secured by the Property;

(c) Less Closing Costs.

Section 7. Transfer Procedures.

7.1 In General. Except as provided in Sections 7.2, 7.3(a) and 7.3(b), Owner may Transfer the Property only to a Qualifying Household. In connection with a proposed Transfer, Owner shall comply with the marketing and procedural requirements set forth in the Subdivision Code and the Procedures Manual for Post-Legislation Owners. Except as provided in Sections 7.2, 7.3(a) and Transfers by foreclosure or a Senior Lender's acceptance of a deed in lieu of foreclosure, all Transfers shall take place through an escrow account with a mutually acceptable title company. No Transfer shall be permitted unless such title company complies with any and all escrow instructions provided by the City.

7.2 Transfer to Spouse or Domestic Partner. If an Owner marries or becomes a Domestic Partner after purchasing the Property, the spouse or Domestic Partner may become a co-Owner. An Owner intending to add a spouse or Domestic Partner as a co-Owner must present his or her marriage certificate or Domestic Partnership registration to the City for review, and the proposed co-Owner shall execute an addendum to this Declaration and any other City documents related to the Property by which the co-Owner shall assume the same rights and responsibilities with respect to those documents as the Owner.

7.3 Transfer Upon Owner's Death.

(a) Upon Owner's death, the Property may be Transferred to any co-Owner previously approved by the City without further City approval, but such co-Owner shall notify City within thirty (30) days of the Transfer and City may require such co-Owner to execute an addendum to this Declaration and any other City documents related to the Property by which the co-Owner shall assume the same rights and responsibilities with respect to those documents as the Owner. If at the time of Owner's death, a co-Owner has not been previously approved by the City, such co-Owner must first present his or her marriage certificate or Domestic Partnership registration to the City for review, and if the documentation is approved by the City, the Property may be Transferred to such co-Owner in accordance with the preceding sentence.

(b) Upon the death of Owner and all City approved co-Owners, the Property may be Transferred by inheritance, will, or any other function of law to a child of the Owner, provided however that such child otherwise qualifies as a Qualifying Household. The proposed transferee shall submit any financial and other information reasonably requested by the City to verify that the proposed transferee meets the requirements for a Qualifying Household. If the City determines that the proposed transferee is a Qualifying Household, the Property may be Transferred to the proposed transferee for no consideration (except to the extent necessary to pay off any existing lien secured by the Property). The proposed transferee shall execute a new Declaration, City Note, Deed of Trust, and any other City documents related to the Property by which the proposed transferee shall assume the same rights and responsibilities with respect to those documents as the Owner.

(c) Upon the death of Owner and all City approved co-Owners, if the Owner's child is not the entitled beneficiary of the Property, or if the City determines that the proposed child transferee is not a Qualifying Household, then the Property shall be Transferred pursuant to the requirements set forth in the Procedures Manual and the Subdivision Code, and the beneficiary of the Property shall only be entitled to receive the Owner's Proceeds from said Transfer.

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Section 8. Release. As a material term of this Declaration and a condition to City's approval of the one-time increase in Owner's Base Price, Owner, on behalf of itself and its successors, heirs and assigns, waives any right to recover from, and forever releases and discharges, City, its officers, employees, boards, departments, commissions, agents, contractors and representatives, and their respective heirs, successors, legal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Program.

This release and discharge includes, to the extent applicable, an express waiver, release and relinquishment of all rights under section 1542 of the California Civil Code, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

Section 9. City's Purchase Option.

9.1 Grant of Option. Owner hereby grants to City an option to purchase the Property upon the occurrence of an Event of Default under Section 11.1 (“Purchase Option”). The Purchase Option shall not apply to Transfers pursuant to Sections 7.2, 7.3(a) or 7.3(b).

9.2 Option Terms. The Purchase Option sales price shall be the lesser of the Fair Market Value at the time of the event that triggered the Purchase Option or the Resale Price. In the event that the Purchase Option is exercised, the Property shall be conveyed to the City (or its assignee) free and clear of all liens and encumbrances other than those expressly permitted by the City. Owner shall have sixty (60) days from the date the City exercises the Purchase Option to convey the Property to the City (or its assignee), unless City agrees to a longer time period in its reasonable discretion.

9.3 Exercise of Option. City may exercise the Purchase Option as follows:

(a) If the Purchase Option is triggered as a result of an Event of Default under Sections 11.1(a) – (d), then the City may exercise the Purchase Option within ninety (90) days after the City gives written notice of default to Owner.

(b) If the Purchase Option is triggered as a result of Owner's default under the a Senior Lien as defined in Section 11.1(e), then the City may exercise the Purchase Option by giving written notice to Owner and Senior Lender at any time prior to five (5) business days before the date of a foreclosure sale, as the same may be postponed from time to time, under the Senior Lien pursuant to California Civil Code § 2924f.

9.4 Assignment of Purchase Option. Prior to or after exercise of the Purchase Option, the City may assign the Purchase Option to a governmental agency, non-profit organization, or a Qualifying Household (“Purchase Option Assignee”), who shall be subject to this Declaration and who shall execute a new Declaration, Note and Deed of Trust upon Transfer.

9.5 Grant of Power of Attorney. Owner hereby grants to the City an irrevocable power of attorney coupled with an interest to act on Owner’s behalf to execute, acknowledge and deliver any and all documents relating to the Purchase Option.

9.6 Non-Liability of City. The City shall not be held liable by reason of its exercise or non-exercise of the Purchase Option.

Section 10. Capital Improvements; Maintenance.

10.1 Capital Improvements. Owner hereby agrees that Owner's right to make capital improvements to the Property and to recoup the cost of such improvements shall be governed by the applicable provisions of the Subdivision Code for Post-Legislation Owners and the Procedures Manual.

10.2 Maintenance. Owner shall not destroy or damage the Property, allow the Property to deteriorate, or commit waste on the Property. Owner shall maintain the Property in compliance with all applicable laws, ordinances and regulations and in a good and clean condition and all appliances and fixtures shall be in good working order.

Section 11. Default and Remedies.

11.1 Events of Default. The occurrence of any one of the following events or circumstances shall constitute an “Event of Default” by Owner under this Declaration.

(a) Owner has actually Transferred or attempted to Transfer the Property in violation of the covenants and restrictions contained in this Declaration (“Unauthorized Transfer”).

(b) The City has determined in the City’s sole discretion that the Property is not Owner’s Principal Residence, and/or Owner fails to comply with annual occupancy monitoring requirements, and Owner fails to cure such default within thirty (30) days after 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, Owner will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City in its reasonable discretion, provided that Owner commences to cure the default within the 30-day period and diligently pursues the cure to completion.

(c) Owner fails to pay real estate taxes, assessments or homeowner’s association dues, when due or Owner fails to maintain insurance in such amounts as required under this Declaration; or Owner places any mortgages, encumbrances or liens upon the Property in violation of this Declaration; and such event or condition shall not have been cured within thirty (30) days following the date of written notice to cure by the City to Owner.

(d) Owner fails to perform any other agreements or obligations on Owner's part to be performed under this Declaration, and Owner fails to cure such default within thirty (30) days after 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, Owner will have sixty (60) days to cure the default, or any longer period of time deemed necessary by the City in its reasonable discretion, provided that Owner commences to cure the default within the 30-day period and diligently pursues the cure to completion.

(e) Owner causes or permits a default under a Senior Lien and fails to cure the same in accordance with the cure provisions in such Senior Lien.

(f) Owner is in default of a term of the City Note and/or the Deed of Trust.

11.2 Remedies. Upon the occurrence of an Event of Default by Owner, City may exercise any or all of the remedies set forth below:

(a) City shall have the right to exercise the Purchase Option;

(b) City shall have the right to institute an action for specific performance of the terms of this Declaration, for an injunction prohibiting a proposed Transfer in violation of this Declaration, or for a declaration that a Transfer is void; and

(c) City shall have the right to institute an action for foreclosure on its Deed of Trust and/or to accept a deed in lieu of foreclosure.

(d) City shall have the right to exercise all other remedies permitted by law or at equity.

Section 12. Lender Provisions.

12.1 Other Financing. Subject to the City's prior written approval, Owner may encumber title to the Property for the sole purpose of securing purchase money financing. Refinancing shall only be permitted in accordance with the Procedures Manual. The City may, in its sole discretion, elect to subordinate the Deed of Trust to other financing secured by the Property, but only if the following conditions are met: (i) such financing complies with the Mayor's Office of Housing Subordination Policy as it exists at the time of the proposed subordination; and (ii) the conditions set forth in Section 5 of the Deed of Trust are satisfied. Owner shall not cause or permit any other mortgages, encumbrances or liens upon the Property except as permitted pursuant to the Procedures Manual. Owner shall submit to the City on an annual basis a certification that Owner has not refinanced the Property in violation of this Section 12.1.

12.2 Default and Foreclosure. Owner shall provide a copy of any notice of default under a Senior Lien to the City within three (3) days of Owner's receipt of such notice. In the

event of any default under a Senior Lien, City, in addition to any other rights and remedies it may have under this Declaration, at law or in equity, shall have the right to:

- (a.) cure such default pursuant to Section 12.;
- (b) exercise its Purchase Option pursuant to Section 9.2; or
- (c) foreclose its Deed of Trust on the Property.

City's rights under this Section 12.2 shall not prevent a Senior Lender from commencing a judicial or nonjudicial foreclosure of a Senior Lien. If the City, in its sole discretion, does not act pursuant to Sections 12.2(a-b) above, and a Senior Lender acquires the Property through foreclosure or acceptance of a deed-in-lieu of foreclosure, the Property shall remain subject to the Program restrictions provided in the Subdivision Code by way of the Subdivision Map Notation, and any subsequent purchaser shall be required to execute a new Declaration, Note, Deed of Trust, and any other related documents deemed necessary by the City to document the Program restrictions on the Property.

12.3 Right to Cure. Although the City has no obligation to do so, the City may perform any act required of Owner in order to prevent a default under, or an acceleration of the indebtedness secured by, a Senior Lien or the commencement of any foreclosure or other action to enforce the collection of such indebtedness. If the City elects to cure any such default, Owner shall pay the expenses incurred by the City in effecting any cure upon demand within thirty (30) days, together with the interest thereon at the maximum interest rate permitted by law, which amount shall be secured by the Deed of Trust. Failure of Owner to timely reimburse the City shall constitute an Event of Default under Section 11.1(d).

Section 13. Miscellaneous.

13.1 Damage and Destruction; Condemnation; Insurance. If the Property is condemned or the improvements located on the Property are damaged or destroyed, all proceeds from insurance or condemnation shall be distributed in accordance with this Section 13.1, subject to the requirements of any Senior Lien. Insurance shall be maintained in the types and amounts required under Senior Liens. Unless Owner, the City, and Senior Lenders otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property damaged. If Owner, the City and Senior Lenders determine that restoration or repair cannot be made, or if the Property is condemned, the insurance or condemnation proceeds shall first be allocated to pay the outstanding value of the Senior Liens and all associated fees of Senior Lenders, with the balance distributed between the Owner and City as follows. The proceeds attributable to the Property shall be multiplied by a fraction. The numerator is the Resale Price as calculated under this Declaration and the denominator is the Fair Market Value of the Property as of the date immediately prior to the damage, destruction or condemnation. The resulting amount shall be allocated to the Owner and the balance shall be allocated to the City.

13.2 No Discrimination; Lead-Based Paint Prohibition. Owner shall comply with all applicable laws and regulations regarding non-discrimination and lead-based paint prohibitions.

13.3 Owner Occupancy Verification. To insure compliance with this Declaration's requirement that Owner use the Property as his/her Principal Residence, Owner shall provide City with a completed occupancy certificate, in form and substance approved by City in its sole discretion, to be provided by the City each year.

13.4 Notices. Any notice, demand or other communication required or permitted to be given under this Declaration by either party to the other party shall be in writing and sufficiently given or delivered if transmitted by (a) registered or certified United States mail, postage prepaid, return receipt requested, (b) personal delivery, or (c) nationally recognized private courier services, in every case addressed as follows:

If to City: Mayor's Office of Housing
1 South Van Ness Avenue, 5th floor
San Francisco, California 94103
Attention: Condo Conversion BMR Program

If to Owner: at the Property address

Any such notice transmitted in accordance with this Section 13.4 shall be deemed delivered upon receipt, or upon the date delivery was refused. Any party may change its address for notices by written notice given to the other party in accordance with the provisions of this Section 13.4.

13.5 Remedies Cumulative. Subject to applicable law, the City's rights and remedies, whether provided by law, in equity or by this Declaration, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise of any other or further rights or remedies for the same or any other default or breach. No waiver with respect to the performance of any of Owner's obligations shall be effective except to the extent the particular obligation is expressly waived, nor shall it be a waiver with respect to any other rights or remedies of any other of Owner's obligations.

13.6 Attorneys' Fees for Enforcement. If any action or legal proceeding is instituted by Owner or the City arising out of this Declaration, the prevailing party therein shall recover reasonable attorneys' fees and costs in connection with such action or proceeding. For purposes of this Agreement, reasonable fees of any in-house counsel for the City shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for which the City's in-house counsel's services were rendered who practice in law firms located within the City.

13.7 Integration. This Declaration constitutes an integration of the entire understanding and agreement of the Owner and the City with respect to the subject matter hereof. Any representations, warranties, promises, or conditions, whether written or oral, not specifically

and expressly incorporated in this Declaration, shall not be binding on any of the parties, and Owner and the City each acknowledge that they have not relied, in entering into this Declaration, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Declaration. All prior discussions and writings have been, and are, merged and integrated into, and are superseded by, this Declaration. Notwithstanding the foregoing, pursuant to the Subdivision Map Notation, the Owner and the Property shall at all times be subject to all applicable terms and conditions set forth in the Subdivision Code and the Procedures Manual.

13.8 Severability. In the event that any provision of this Declaration is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

13.9 Successors and Assigns. This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the City. The City may assign or transfer its rights under this Declaration upon thirty (30) days written notice to Owner. It is expressly agreed by Owner that Owner may assign his or her rights to this Declaration only by Transfer pursuant to Section 7 or by the City's exercise of the Purchase Option pursuant to Section 9.

13.10 Headings. The headings within this Declaration are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Declaration.

13.11 Time for Performance. Time is of the essence in the performance of the terms of this Declaration. All dates for performance (or cure) shall expire at 5:00 p.m. on the performance or cure date. Any performance date which falls on a Saturday, Sunday or City holiday is automatically extended to the next City working day.

13.12 Amendments. Any modification or waiver of any provision of this Declaration or any amendment thereto must be in writing and signed by a person or persons having authority to do so, on behalf of both the City and Owner.

13.13 Controlling Agreement. Owner covenants that Owner has not executed and will not execute any other agreement with provisions contradictory to or in opposition to the provisions of this Declaration. Owner understands and agrees that this Declaration shall control the rights and obligations between Owner and the City.

13.14 Governing Law. This Declaration shall be governed by, and construed and enforced in accordance with, the internal laws of the state of California.

13.15 Recordation. Owner shall cause this Declaration to be recorded in the City's Official Records.

IN WITNESS WHEREOF, Owner and the City have executed this Declaration as of the date written above.

CITY:

OWNER:

City of the City and County of San Francisco

By: _____
Myrna Melgar
Director of Homeownership Programs
Mayor's Office of Housing

ALL SIGNATURES MUST BE NOTARIZED.

----- Attach All Purpose California Notary Acknowledgment -----

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

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