

RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO:

County of San Mateo Department of Housing  
264 Harbor Blvd., Bldg. A  
Belmont, CA 94002  
Attention: N. Kim, PONY #209

EXEMPT FROM RECORDING FEES PURSUANT TO  
SECTION CODE 27383 OF THE GOVERNMENT CODE

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**Amended and Restated Declaration of Restrictive Covenant**

This Amended and Restated Declaration of Restrictive Covenant ("**AMENDED AND RESTATED DECLARATION**"), dated as of \_\_\_\_\_ 2025, (the "Effective Date") is executed by East Palo Alto Community Alliance Neighborhood Development Organization, a California nonprofit public benefit corporation ("**EPA CANDO**") and **Preserving Affordable Housing Assets Longterm, Inc., a California nonprofit public benefit corporation ("PAHALI")**. EPA CANDO and PAHALI are both executing this Amended and Restated Declaration for the benefit of the County of San Mateo, a political subdivision of the State of California (the "**County**").

**WHEREAS**, on August 23, 2017, that certain Declaration of Restrictive Covenant, dated August 17, 2017, was executed by Housing First LLC and recorded on the Property (defined herein) as instrument number 2017-074014 (the "Original Declaration"). The Original Declaration restricts the Property and binds Housing First LLCA and successive owners of the Property.

**WHEREAS**, in 2021, the County approved the transfer of the Property from Housing First LLC to MidPen Housing Corporation.

**WHEREAS**, on September 26, 2024, in connection with the County-approved acquisition of the Property by EPA CANDO, that certain Assignment and Assumption of Declaration of Restrictive Covenant was recorded in the Official Records of the County of San Mateo as document number 2014-051511, by which EPA CANDO expressly assumed the obligations of Housing First LLC under the Original Declaration.

**WHEREAS**, EPA CANDO intends to transfer the improvements on the Property to a home buyer meeting the qualifications of this Amended and Restated Declaration and to contemporaneously transfer the land of the Property to PAHALI, a community land trust, for the stewardship of the land and for acting as the lessor in a ground lease of the land to the qualifying home buyer (and any subsequent home buyers) as contemplated herein.

**WHEREAS**, this Amended and Restated Declaration amends and restates the Original Declaration.

1. The Property. EPA CANDO is the fee owner of certain real property in the City of East Palo Alto, County of San Mateo, California and legally described on Exhibit "A" attached hereto (the "**Property**").

2. Termination of DDR. In 1989, the Community Development Commission (the "Commission"), as successor in interest to the Redevelopment Agency of the County of San Mateo, donated the Property to the California Family Foundation, a nonprofit corporation (the "Foundation"). The Foundation then developed four single family homes. The Commission donated the Property to the Foundation pursuant to California Health and Safety Code Section 33449, which provides that Redevelopment Agency land may be donated in order to provide for low- and moderate-income housing. The Commission and the Foundation entered into a Disposition, Development and Regulatory Agreement dated August 15, 1989 ("DDR") which provided that the transfer of the Property must be approved in writing by the Community Development Commission. The DDR also required the Property to be used for affordable housing purposes. Pursuant to Resolution No. 074934 of the Board of Supervisors of the County, acting as the Community Development Commission, concurrently with the initial recordation of the Original Declaration in the Official Records of San Mateo County (the "Official Records"), the DDR was deemed terminated in its entirety and released from title to the Property.

3. Purpose of the Declaration. The purpose of this Amended and Restated Declaration is to ensure the financial viability and long-term affordability of the Property consistent with the terms set forth herein.

4. Owner Obligations. EPA CANDO and PAHALI, by and for themselves and any successors in interest, hereby declares that the Property shall, for a period of no less than 30-years from the date of this Amended and Restated Declaration, be made available only to low-income and moderate-income households meeting the income restrictions defined in California Health and Safety Code Section 50093 at the time of their initial occupancy of the Property.

4.1 For those homes that EPA CANDO or PAHALI elect to operate as rental housing (excluding land lease with a purchase of improvements as provided in Section 4.2), (a) household incomes at initial occupancy are restricted to no more than 80 percent of the County median income adjusted for actual household size and (b) rents shall not exceed 30 percent of 80 percent of County median income adjusted for household size appropriate for the unit. Notwithstanding the forgoing, in the event that a tenant household's income exceeds 80 percent of the County median income after initial occupancy, rents may be increased to an amount that does not exceed 30 percent of the actual income of the tenant household. For purposes of this Amended and Restated Declaration, County median income shall be as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

4.2 For homes on the Property that EPA CANDO or PAHALI elect to transfer via land lease with purchase of the improvements during the term of the land lease (a) such land lease must be restricted to households whose household incomes at initial occupancy are no more than 120 percent of the County median income adjusted for actual household size and (b) the land lease must restrict the lease, purchase and resale of the home for a term of 99 years to households whose income are no more than 120 percent of the County median income adjusted for actual household size, for which the lease or a memorandum thereof shall be recorded in the Official Records.

4.3 EPA CANDO and PAHALI may, from time to time, hold the homes vacant for a reasonable period of time to allow for necessary or desirable marketing, rehabilitation or

repair. This Amended and Restated Declaration is intended to run with the land and is being recorded to ensure that any successive owners of the Property shall also be bound by the affordability restrictions set forth herein.

4.4 EPA CANDO and PAHALI grant to the County the right to take any and all legal action necessary to enforce the provisions of this Amended and Restated Declaration. The County shall have the right to waive any and all breaches of the terms of this Amended and Restated Declaration, but any such waiver shall not be deemed a waiver of all previous or subsequent breaches.

5. The County of San Mateo's Approval Required for All Transfers. County hereby consents to the transfer of the land of the Property from EPA CANDO to PAHALI. Thereafter, EPA CANDO and PAHALI agree that no subsequent sale, encumbrance, hypothecation, assignment, refinancing, pledge, conveyance, exchange, or transfer in any other form of the Property, or of any of its interest therein, shall occur without the prior written approval of the County's Department of Housing. County consent shall be required for a transfer to a low- or moderate-income household pursuant to Section 4.2 above, which approval shall not be unreasonably conditioned, withheld or delayed.

6. Extinguishment of the Declaration. Upon recordation of the County approved land lease agreement or memorandum thereof pursuant to Section 4.2 against title to a home, this Amended and Restated Declaration shall be partially terminated as to such home and released from title to such home. In addition, this Amended and Restated Declaration may be terminated (A) upon written approval from the County, (B) by the expiration of the affordability term, or (C) by a foreclosure of a deed of trust recorded against title to the Property or the acceptance of a deed of assignment in lieu of foreclosure by the beneficiary of any deed of trust recorded against title to the Property. Nothing in this Declaration shall diminish or affect the rights of the California Housing Finance Agency ("CalHFA"), the Department of Housing and Urban Development ("HUD"), the Federal National Mortgage Association ("FNMA"), or the Veterans Administration ("VA") under any deeds of trust hereafter recorded against the Property.

By: East Palo Alto Community Alliance and Neighborhood Development Corporation,  
a California nonprofit public benefit corporation,

By:                     *DS*                    3/13/2025                      
Printed Name: Duane Bay  
Title: Executive Director

By: Preserving Affordable Housing Assets Longterm, Inc., a California nonprofit public benefit corporation,

By:                     *DS*                    3/13/2025                      
Printed Name: Duane Bay  
Title: Executive Director

**See Attached**  
California All-Purpose  
Acknowledgement

EXHIBIT "A" TO AMENDED AND RESTATED DECLARATION OF RESTRICTIVE  
COVENANT  
LEGAL DESCRIPTION OF PROPERTY

Beginning at a point distant South 1° 23' 30" East 328.64 feet, and North 88° 27' East 961.58 feet from the intersection of the center line of Pulgas Avenue, as shown on that certain Map entitled, "Map of Faber

Subdivision, San Mateo County, Cal.", filed in the Office of the County Recorder of San Mateo County on October 23, 1912 in Book 8 of Maps at Page 31, with the Northerly line of said subdivision; thence North 88° 27' East a distance of 50.00 feet; thence South 1° 23' 30" East a distance of 173.63 feet; thence South 88° 27' West a distance of 50.00 feet; thence North 1° 23' 30" West a distance of 173.63 feet to the point of beginning.

EXCEPTING THEREFROM that portion of said land granted to the County of San Mateo, Recorded in Book 6646 at Page 457 of Official Records, which is described as follows:

Beginning at the Northwesterly corner of the above mentioned lands and running thence North 88° 27' East 50.00 feet to a point in the Easterly line said lands of Minter; thence along said line South 1° 23' 30" East 25.82 feet; thence in a Westerly direction on an arc of a curve to the left, tangent to a line bearing North 77° 18' 19" West, with a radius of 26.00 feet, a central angle of 14° 14' 43" an arc length of 6.46 feet; thence South 88° 27' West 43.60 feet, to said Westerly line of said land; thence North 1° 23' 30' West along said line 25.00 feet to the point of beginning.

APN: 063-383-380-1

JPN: 063-038-383-18-A

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Santa Clara )

On March 13<sup>th</sup>, 2025 before me, Gaurang C. Patel Notary Public  
Date Here Insert Name and Title of the Officer

Personally appeared DUANE GARWICK BAY  
Name(s) of Signer(s)

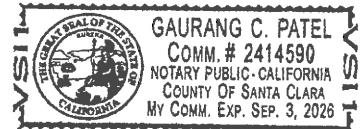
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document \_\_\_\_\_ Document Date \_\_\_\_\_

Number of Pages \_\_\_\_\_ Signer(s) Other Than Named Above \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name \_\_\_\_\_

- ☐ Corporate Officer—Title(s) \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

Signer's Name \_\_\_\_\_

- ☐ Corporate Officer—Title(s) \_\_\_\_\_  
☐ Partner ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_