



WHEN RECORDED MAIL TO:

City Clerk
 City of Riverside
 City Hall, 3900 Main Street
 Riverside, California 92522

Project: 3757 Beechwood Place
 Riverside, California 92506
 APN: 217-252-027

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COVENANT AND AGREEMENT
 AND DECLARATION OF RESTRICTIONS

(SINGLE FAMILY DWELLING RESTRICTION)



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 12~~th~~ day of February, 2015, by SCOTT MCWILLIAMS and RANDA DE'ANN MCWILLIAMS, husband and wife as joint tenants ("Declarants"), with reference to the following facts:

A. Declarants are the fee owners of the real property (the "Property") situated in the City of Riverside, County of Riverside, State of California, described as follows:

SEE EXHIBIT "A"

B. The Property, known as 3757 Beechwood Place, Riverside, California is in the Single Family Residential Zone ("R-1-7000") and is developed with a single-family residence.

C. Declarants propose to construct an approximately 325 square-foot accessory dwelling unit, guestroom and bathroom as part of a new garage.

D. "Accessory Dwelling Unit" is defined by Title 19 of the Riverside Municipal Code ("Zoning Code") Chapter 19.910 to mean living quarters within an accessory building located on the same premises with the main building, such quarters having no kitchen facilities and not rented or otherwise used as a separate dwelling.

E. As a condition for the issuance of a building permit for the Property, the City of Riverside ("City") is requiring Declarants to execute and record this Covenant and Agreement and Declaration of Restrictions ("Covenant") which places certain restrictions on the accessory dwelling unit to ensure the single-family residential use of the property. Declarants desire to restrict the use of the Property to single-family residential and to put future owners on notice of the prohibition on the attached accessory dwelling unit from being rented or considered as a separate dwelling unit, prohibiting installation or maintenance of any kitchen facilities in the

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accessory dwelling unit, and prohibiting the use of the accessory dwelling unit for commercial or business activity not authorized by Title 19 of the Riverside Municipal Code.

NOW THEREFORE, for the purposes of complying with the conditions imposed by the City for the issuance of a building permit, and restricting the use of the Property to single-family residential, Declarants hereby covenant and agree with the City that the following restrictions shall apply to the Property:

1. The single-family residence and the accessory dwelling unit shall be used as one dwelling unit.
2. Neither building shall be used as a separate dwelling unit or separate living quarters from the other.
3. No kitchen facilities shall be permitted, maintained, or installed in the accessory dwelling unit.
4. Neither the attached accessory dwelling unit nor the main residence shall be sold, rented, or leased separately from the other building.
5. Except as otherwise permitted by the provisions of Title 19 of the Riverside Municipal Code, no commercial or business activity shall be conducted on the Property.
6. The on-site covered parking required by Title 19 of the Riverside Municipal Code shall be maintained at all times.

The terms of this Covenant may be enforced by the City, its successors or assigns. Should the City bring an action to enforce the terms of this Covenant, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, and reasonable costs of suit.

This Covenant shall run with the land and each and all of its terms shall be binding upon Declarants, their heirs, successors and assigns, and shall continue in effect until such time as released by the Community Development Director of the City of Riverside, or his/her designee, by a writing duly recorded.

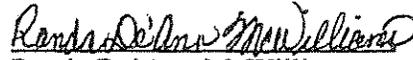


IN WITNESS WHEREOF, Declarants have caused this Covenant and Agreement to be executed as of the day and year first written above.

DECLARANT:

DECLARANT:

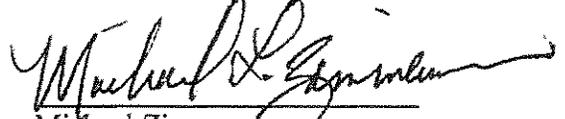

Scott McWilliams


Randa De'Ann McWilliams

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Kristi J. Smith
Supervising Deputy City Attorney


Michael Zimmerman
Planning Division, Community Dev. Dept.

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EXHIBIT "A"
LEGAL DESCRIPTION

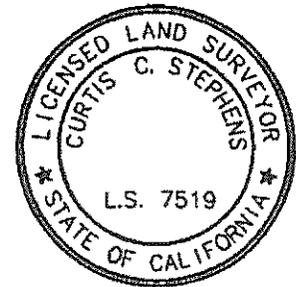
Address: 3757 Beechwood Place
A.P.N.: 217-252-027

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Lot 61 of Castle Reagh as shown by map on file in Book 10, Page 92 of Maps, Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.


Curtis C. Stephens, L.S. 7519 11/27/15 Prep. 
Date



2015-0145159
04/19/2015 11:40A
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CALIFORNIA ALL PURPOSE 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 Riverside

On February 12, 2015 before me, Debbie L. Strickland Notary
Date Insert Name and Title of the officer

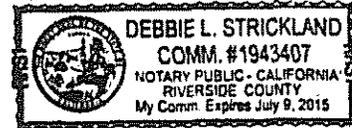
Public, personally appeared Scott McWilliams and
Randa De'Ann McWilliams
Name(s) of Signer(s)

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: _____



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Covenant Agreement - Declaration of Restrictions Document Date: February 12, 2015
Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signers Name: _____
 Corporate Officer - Title(s) _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signers Name: _____
 Corporate Officer - Title(s) _____
 Partner - Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____



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