

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

CITY CLERK  
City of Riverside  
City Hall, 3900 Main Street  
Riverside, California 92522

Project: Building Permit for  
5824 Crest Avenue  
Riverside, California  
Variance Case V-66-878

120375

RECEIVED FOR RECORD

Min. Past Clock M.

APR 3 1990

Recorded in Official Records  
of Riverside County, California

*William S. Conroy*  
Recorder

Fees \$

COVENANT AND AGREEMENT AND  
DECLARATION OF RESTRICTIONS

THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS  
is made and entered into this 1st day of April, 1990, by FRANK  
CHIN and ALICE CHIN, husband and wife, with reference to the  
following facts:

A. The undersigned are the fee owners of the following  
described real property, referred to herein as "the Property",  
situated in the City of Riverside, County of Riverside, State of  
California:

Lot 8 in Block 18 of La Granada, as shown by  
map on file in Book 12, Page 46 of Maps, records of  
Riverside County, California;

EXCEPTING THEREFROM the northeasterly 60 feet  
of the southeasterly 120 feet;

ALSO EXCEPTING THEREFROM that portion  
described as follows:

Commencing at a point where the northerly  
boundary of Lot 8 intersects with Crest Avenue  
Boundary;

Thence southerly 120 feet to Point of  
Beginning;

Thence continuing in a southerly direction 60  
feet along said Crest Avenue boundary;

Thence westerly and parallel with the  
southerly boundary of Lot 8, 120 feet;

Thence northerly and parallel with the  
westerly boundary of said Lot, 60 feet;

Thence easterly and parallel with the  
northerly boundary of said Lot, 120 feet to the  
point of beginning.

The Property has a street address of 5824 Crest Avenue, Riverside,  
California. The Property is in the Rural Residential ("RR") Zone.

DESCRIPTION APPROVAL: 4/3/90

*George P. White Johnson*  
SURVEYOR, CITY OF RIVERSIDE, CALIF.

CLA 191

B. In City of Riverside Variance Case V-66-878, the undersigned sought minor variances to construct an approximately 1250 square foot single family residence to replace an existing dwelling on the Property. The City of Riverside did grant a minor variance to allow the proposed dwelling to encroach approximately 14 and 10 feet into the required 20-foot side yard setbacks, subject to certain conditions including the requirement that the undersigned dispose of the existing dwelling in accordance with the provisions of Section 19.10.110 of the Riverside Municipal Code.

C. The undersigned wish to make alterations to the old dwelling as are required by the City of Riverside to reduce the character of such building to a lawful accessory building as required by said Section 19.10.110 of the Riverside Municipal Code. The undersigned desire to use the accessory building as a guest house.

D. A "guest house" is defined by Section 19.04.165 of the Riverside Municipal Code to mean living quarters within an accessory building located on the same premises with the main building, for use by temporary guests of the occupants of the premises, having no kitchen, and not rented or otherwise used as a separate dwelling.

E. As a condition for the issuance of a building permit for the Property and in accordance with the conditions imposed for the granting of a variance in Variance Case V-66-878, the City of Riverside is requiring the undersigned to execute and record a Covenant and Agreement which places certain restrictions on the accessory building to insure the single-family residential use of the property.

F. The undersigned desire to restrict the use of the Property to single-family residential and to comply with the condition imposed by the City of Riverside.

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

The single-family house and the accessory building used as a guest house shall be used as one dwelling unit. Neither building nor any part of either building shall be used as a separate dwelling unit or separate living quarters from the other building or any part of either building. A kitchen shall not be permitted, maintained or installed in the accessory building. Neither building nor any part of either building shall be sold, rented or leased separately from the other building or any part of either building. The accessory building used as a guest

house shall not be rented or otherwise used as a separate dwelling. The accessory building used as a guest house shall only be used by temporary guests of the occupants of the Property. No commercial or business activity shall be conducted on the Property. The required on-site covered parking shall be maintained at all times.

The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the City of Riverside, its successors or assigns. Should the City bring an action to enforce any of the terms of this Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable attorneys' fees and expert witnesses' fees and other reasonable costs of suit.

This Covenant and Agreement and Declaration of Restrictions shall run with the land and each and all of its terms shall be binding upon the undersigned, their heirs, successors and assigns, and shall continue in effect until such time as released by the City Council of the City of Riverside, California.

IN WITNESS WHEREOF the undersigned have caused this Covenant and Agreement and Declaration of Restrictions to be executed the day and year first written above.

*Frank Chin*

FRANK CHIN

*Alice Chin*

ALICE CHIN

*Barbara*

