



WHEN RECORDED MAIL TO:

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

Project: 7490 Jurupa Avenue  
Riverside, CA  
APN: 155-080-050

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FOR RECORDER'S USE ONLY

(Exempt from Recording fees  
pursuant to Govt Code Sec.6103)

**COVENANT AND AGREEMENT  
AND DECLARATION OF RESTRICTIONS**



THIS COVENANT AND AGREEMENT AND DECLARATION OF RESTRICTIONS is made and entered into this 19<sup>th</sup> day of December, 2005, by TSJ Electrical & Communications, Inc., a California corporation ("Declarant") with reference to the following facts:

A. The Declarant is the fee owner of the real property situated in the City of Riverside, County of Riverside, State of California, ("the Property"), commonly known as 7490 Jurupa Avenue, Riverside, California, and legally described as follows:

See Exhibit "A"

B. Declarant has indicated the desire to purchase Property and has entered into a Purchase and Sale Agreement ("Agreement") with the Redevelopment Agency of the City of Riverside ("Agency") dated 12-19-05.

C. As a condition of approval of the Agreement by the Agency, Declarant is required to execute and record a covenant restricting use of that portion of the property to remain undeveloped ("yard").

D. Declarant is willing to record a covenant and agreement restricting the use of the yard.

NOW, THEREFORE, for the purposes of complying with the Purchase and Sale agreement in restricting the use of the yard, the following restrictions shall apply:

1. Declarant hereby agrees that the area not subject to the building described in paragraph 7.2 of the Purchase and Sale Agreement as shown on Exhibit "B" attached hereto and incorporated herein by this reference, shall only be used for service vehicles that are customarily

used in Declarant's business operation and that no outdoor materials or inoperable vehicles shall be stored nor any vehicular repairs permitted, therein.

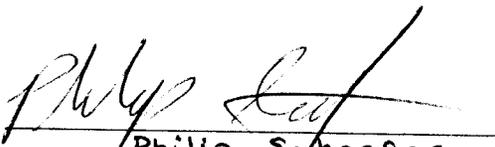
2. The terms of this Covenant and Agreement and Declaration of Restrictions may be enforced by the Agency, its successors or assigns. Should the Agency bring an action to enforce the terms of the Covenant and Agreement and Declaration of Restrictions, the prevailing party shall be entitled to reasonable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

3. Any person who now or hereafter owns or acquires any right, title or interest in or to the Property shall be deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Covenant and Agreement is contained in the instrument by which such person acquired an interest in the Property.

4. Subject to the prior written approval of the Agency, by its Executive Director, any provision contained herein, may be terminated, modified or amended as to all of the Property or any portion thereof. No such termination, modification or amendment shall be effective until there shall have been executed, acknowledged and recorded in the Office of the Recorder of Riverside County, California, an appropriate instrument evidencing the same including the consent thereto by the Agency.

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

**TSJ ELECTRICAL & COMMUNICATIONS, INC.**  
a California corporation

By:   
Its: Phillip Schaefer  
President

By:   
Its: Onnelisa Schaefer  
Secretary

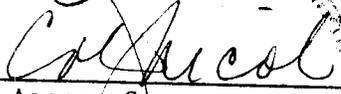
**APPROVED AS TO FORM:**

  
Agency General Counsel

**APPROVED AS TO CONTENT:**

 1-9-2006  
Agency Executive Director

CA: 05-1870

Attest:   
Agency Secretary  
Colleen J. Nicol

CLA 975

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**EXHIBIT A**

Project: TSJ Electrical

THAT CERTAIN REAL PROPERTY IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

Parcel 2 of Parcel Map 28402, as shown by Map on file in Book 188, Pages 52 and 53 of  
Parcel Maps, records of said Riverside County.

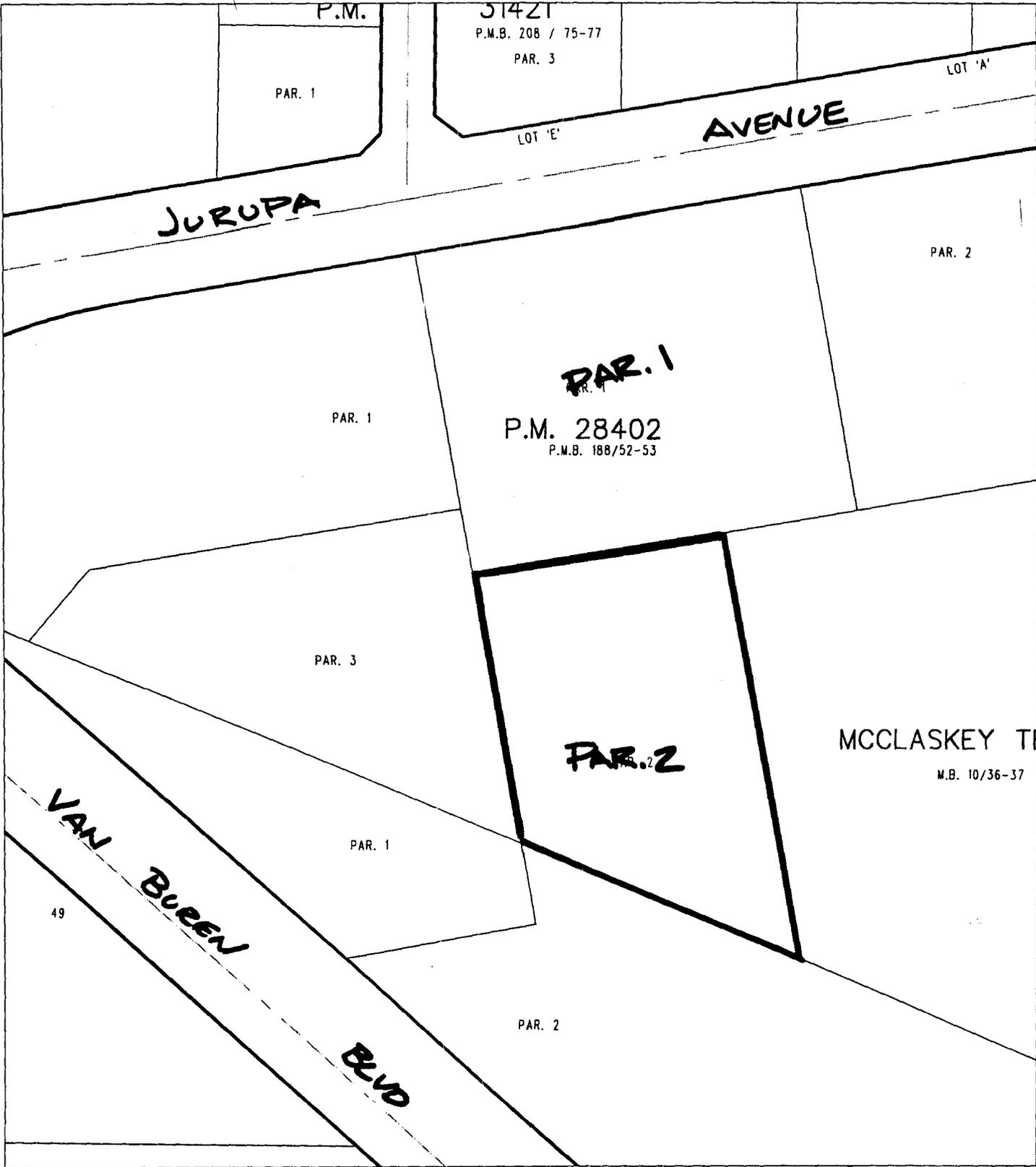
This description was prepared by me or under my direction in  
conformance with the requirements of the Land Surveyors Act.

 OCT 18 '05 Prep. CS

Mark S. Brown, L.S. 5655  
License Expires 9/30/07

Date





◆ CITY OF RIVERSIDE, CALIFORNIA ◆

35-8

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

Sheet 1 of 1



Scale: 1" = 100'

Drawn by: scurtis

Date: 10/17/05

Subject: TSJ ELECTRICAL

C/A 975

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside } ss.

On 12-19-05, before me, Victoria Gamero, Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Philip Schaefer and Chnelisa Schaefer,  
Name(s) of Signer(s)

personally known to me  
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Victoria Gamero  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another 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**

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

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

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



CIA975