



REAL ESTATE TRANSFER DISCLOSURE STATEMENT
(CALIFORNIA CIVIL CODE §1102, ET SEQ.)
 (C.A.R. Form TDS, Revised 6/24)

☐ This property is a duplex, triplex or fourplex. A TDS is required for all units. This TDS is for ALL units (or ☐ only unit(s) ____).

THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Palm Springs, COUNTY OF Riverside, STATE OF CALIFORNIA, DESCRIBED AS 489 E San Jose, Palm Springs, CA 92264.

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH § 1102 OF THE CIVIL CODE AS OF (DATE) Oct-08-2025 | 12:49 PM PDT. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to § 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- ☐ Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- ☒ Additional inspection reports or disclosures: Home inspection, Termite inspection and clearance

☐ No substituted disclosures for this transfer.

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller ☐ is ☒ is not occupying the property.

A. The subject property has the items checked below:*

- | | | |
|---|---|---|
| ☒ Range | ☐ Wall/Window Air Conditioning | ☐ Pool: |
| ☒ Oven | ☒ Sprinklers | ☐ Child Resistant Barrier |
| ☐ Microwave | ☒ Public Sewer System | ☐ Pool/Spa Heater: |
| ☒ Dishwasher | ☐ Septic Tank | ☐ Gas ☐ Solar ☐ Electric |
| ☐ Trash Compactor | ☐ Sump Pump | ☐ Water Heater: |
| ☒ Garbage Disposal | ☐ Water Softener | ☐ Gas ☐ Solar ☐ Electric |
| ☒ Washer/Dryer Hookups | ☒ Patio/Decking | ☒ Water Supply: |
| ☒ Rain Gutters | ☒ Built-in Barbecue | ☒ City ☐ Well |
| ☒ Burglar Alarms | ☐ Gazebo | ☐ Private Utility or Other _____ |
| ☒ Carbon Monoxide Device(s) | ☐ Security Gate(s) | ☒ Gas Supply: |
| ☒ Smoke Detector(s) | ☐ Garage: | ☒ Utility ☐ Bottled (Tank) |
| ☒ Fire Alarm | ☐ Attached ☐ Not Attached | ☒ Window Screens |
| ☐ TV Antenna | ☐ Carport | ☐ Window Security Bars |
| ☐ Satellite Dish | ☐ Automatic Garage Door Opener(s) | ☐ Quick Release Mechanism on Bedroom Windows |
| ☐ Intercom | ☐ Number Remote Controls _____ | ☐ Water-Conserving Plumbing Fixtures |
| ☒ Central Heating | ☐ Sauna | |
| ☒ Central Air Conditioning | ☐ Hot Tub/Spa: | |
| ☐ Evaporator Cooler(s) | ☐ Locking Safety Cover | |
| Exhaust Fan(s) in <u>Bathrooms, kitchen</u> | 220 Volt Wiring in <u>Laundry</u> | Fireplace(s) in <u>Living room</u> |
| ☒ Gas Starter <u>Ventless</u> | ☒ Roof(s): Type: <u>Foam, recoated 2025</u> | Age: <u>unknown</u> (approx.) |
| ☐ Other: _____ | | |

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? ☒ Yes/☐ No. If yes, then describe. (Attach additional sheets if necessary): Left front stove burner doesn't work. Top oven digital screen is hard to view and will not

(*see note on page 2)

reliably engage oven.

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TDS REVISED 6/24 (PAGE 1 OF 3)

Buyer's Initials _____ / _____

Seller's Initials DAB / _____



REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 1 OF 3)

Bennion Deville Homes, 201 N Palm Canyon Drive Suite 120 Palm Springs CA 92262
 William Landesman

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 7608980274

Fax: www.lwof.com

489 E San Jose

Property Address: **489 E San Jose, Palm Springs, CA 92264**

Date: **Oct-08-2025 | 12:49 PM PDT**

- B.** Are you (Seller) aware of any significant defects/malfunctions in any of the following? ☐ Yes ☒ No. If yes, check appropriate space(s) below.
- ☐ Interior Walls ☐ Ceilings ☐ Floors ☐ Exterior Walls ☐ Insulation ☐ Roof(s) ☐ Windows ☐ Doors ☐ Foundation ☐ Slab(s)
- ☐ Driveways ☐ Sidewalks ☐ Walls/Fences ☐ Electrical Systems ☐ Plumbing/Sewers/Septics ☐ Other Structural Components
- (Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.): _____

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with § 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with § 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with § 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. § 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with § 1101.4 of the Civil Code.

- C.** Are you (Seller) aware of any of the following:
- Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property ☐ Yes ☒ No
 - Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property ☒ Yes ☐ No
 - Any encroachments, easements or similar matters that may affect your interest in the subject property ☐ Yes ☒ No
 - Room additions, structural modifications, or other alterations or repairs made without necessary permits. ☐ Yes ☒ No
 - Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ☐ Yes ☒ No
- (Note to C4 and C5:** If transferor acquired the property within 18 months of accepting an offer to sell it, transferor shall make additional disclosures regarding the room additions, structural modifications, or other alterations or repairs on a Seller Property Questionnaire (C.A.R. Form SPQ).)
- Fill (compacted or otherwise) on the property or any portion thereof ☐ Yes ☒ No
 - Any settling from any cause, or slippage, sliding, or other soil problems ☐ Yes ☒ No
 - Flooding, drainage or grading problems ☐ Yes ☒ No
 - Major damage to the property or any of the structures from fire, earthquake, floods, or landslides ☐ Yes ☒ No
 - Any zoning violations, nonconforming uses, violations of "setback" requirements ☐ Yes ☒ No
 - Neighborhood noise problems or other nuisances ☐ Yes ☒ No
 - CC&R's or other deed restrictions or obligations ☒ Yes ☐ No
 - Homeowners' Association which has any authority over the subject property ☒ Yes ☐ No
 - Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☒ Yes ☐ No
 - Any notices of abatement or citations against the property ☐ Yes ☒ No
 - Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to § 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to § 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to § 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to § 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) ☐ Yes ☒ No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): _____

See attached regarding common area on side and rear of house maintained by owner of 489 E San Jose.

~~Canyon View Estates HOA2 CC&R's & By-laws. Condo shares one wall with neighbor.~~

- D.** 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with § 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Signed by: _____ Date **Oct-08-2025 | 12:49 PM PDT**

Seller Douglas Andrew Bayer

Seller _____ Date _____



III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- ☒ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Representing Seller) Bennion Deville Homes (Please Print)

By William Landesman William Landesman Date Oct-08-2025 | 12:49 PM PDT
AAFBF95850B6469... (Associate Licensee or Broker Signature)

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- ☐ See attached Agent Visual Inspection Disclosure (AVID Form)
☐ Agent notes no items for disclosure.
☐ Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ (Please Print)

By _____ Date _____
 (Associate Licensee or Broker Signature)

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller Douglas Andrew Bayer Date Oct-08-2025 | 12:49 PM PDT
Douglas Andrew Bayer

Seller _____ Date _____

Buyer _____ Date _____

Buyer _____ Date _____

Agent (Broker Representing Seller) Bennion Deville Homes (Please Print)

By William Landesman William Landesman Date Oct-08-2025 | 12:49 PM PDT
AAFBF95850B6469... (Associate Licensee or Broker Signature)

Agent (Broker Obtaining the Offer) _____ (Please Print)

By _____ Date _____
 (Associate Licensee or Broker Signature)

§ 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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TDS REVISED 6/24 (PAGE 3 OF 3)

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 3 OF 3)

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

489 E San Jose



04/29/2005 08:00A Fee:34.00

Page 1 of 10

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

FIORE, RACOBS & POWERS
A Professional Law Corporation
74-361 Highway 111, Suite 1
Palm Desert, California 92260



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SETTLEMENT AGREEMENT, MUTUAL RELEASE

AND COVENANT RUNNING WITH THE LAND

**SETTLEMENT AGREEMENT, MUTUAL RELEASE
AND COVENANT RUNNING WITH THE LAND**

THIS SETTLEMENT AGREEMENT, MUTUAL RELEASE AND COVENANT RUNNING WITH THE LAND ("Agreement and Covenant") is entered into as of September 13, 2004, between Richard Messerschmidt and Rochelle Raffee (sometimes referred to collectively as "RAFFEE") and the Canyon View Estates #2 Homeowners Association ("ASSOCIATION"), collectively referred to as the "Parties."

RECITALS

A. This Agreement and Covenant concerns real property commonly known as 489 East San Jose Road, Palm Springs, California (the "Property"), and legally described as:

A Leasehold estate created by that certain Sublease dated April 24, 1963, executed by Canyon View Estates, Ltd., a Limited Partnership, as Lessor, and recorded in Book 3395, at Page 472, of Official Records of Riverside County, California. Said Sublease amended by Supplemental Agreement #1 dated October 1, 1984, recorded on October 12, 1984, as Instrument No. 220261, Legally described as:

Parcel 5 and an undivided 1/34 interest in Parcel 35 of Record of Survey entitled: "Record of Survey of a portion of Parcel 1 and Parcel 2 of Record of Survey Book 37 page 92, Riverside County Records, being a portion of the Southwest quarter of the Southwest quarter of Section 26, Township 4 South, Range 4 East, San Bernardino Base and Meridian," as shown on File in Book 39 page 37 of Records of Survey, Records of Riverside County, California.

B. The Property is part of the common interest development known as Canyon View Estates #2 (the "Development"), and subject to that certain Declaration of Covenants, Conditions and Restrictions recorded April 11, 1963, as Instrument No. 36418 in the Official Records of Riverside County, California ("Declaration"), and the Amended Bylaws dated May 10, 1983 (collectively the "Governing Documents").

C. The Association is an unincorporated association organized for the management, maintenance, administration and operation of the Development, including the Common Area parcel legally described as:

Parcel 35 of Record of Survey entitled: "Record of Survey of a portion of Parcel 1 and Parcel 2 of Record of Survey Book 37 page 92, Riverside County Records, being a portion of the Southwest quarter of the Southwest quarter of Section 26, Township 4 South, Range 4 East, San Bernardino Base and Meridian, as shown by Record of Survey on File in Book 39 page 37 of Records of Survey, Records of Riverside County, California.



D. Various disputes have arisen among and between RAFFEE and the ASSOCIATION (the "Dispute"), and it is now the desire of RAFFEE and the ASSOCIATION to fully and finally resolve the disputes which have arisen, all as more fully described herein.

E. RAFFEE and the ASSOCIATION intend that this Agreement and Covenant set forth the rights and obligations of the Parties with respect to certain improvements to the Common Area made by RAFFEE adjacent to the Property, including a slate patio and walkway (the walkway extends into the Common Area to the south of the Property), a retaining wall, a planter and waterfall and lighting and irrigation equipment (the "Improvements").

F. RAFFEE and the ASSOCIATION intend that this Agreement and Covenant be made and entered into pursuant to the provisions of California Civil Code Section 1468, in effect as of the date of this Agreement and Covenant, and that this Agreement and Covenant shall run with the land of RAFFEE (the Property) and the land of Association and its members (the Common Area) and that it shall benefit and be binding upon each successive owner of the Subject Property and the Common Area during their ownership of any portion of the land affected hereby, and upon each person having any interest in the land derived through any owner thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the ASSOCIATION and RAFFEE agree as follows:

1. **Conveyance of Nonexclusive Easement.** The ASSOCIATION hereby agrees to convey to RAFFEE a nonexclusive easement to the Improvements and slate walkway existing in the sideyard to the west of the Property and to the slate walkway that extends to the south of the Property ("Sideyard Easement"), except that RAFFEE shall cut down the vertical 4 x 4 posts located on the slope of the Common Area Sideyard Easement, and further agrees to remove ten (10) inches from the counter of the grill projecting over the Common Area Sideyard Easement. All other Improvements on said Common Area property shall remain in tact. "Nonexclusive" means the ASSOCIATION and its members shall have the right of ingress and egress over the SLATE WALKWAY as shown on Exhibit "A". The locations of the Improvements are shown on the map attached to this Agreement and Covenant as Exhibit "A."

2. **Covenant to Maintain Improvements.** RAFFEE agrees and covenants with the ASSOCIATION, expressly for the benefit of the Common Area to continuously maintain, repair, replace and keep in good operating condition the Improvements at RAFFEE'S own cost and expense.

3. **Indemnification.** RAFFEE accepts all liability and responsibility for any damages resulting to RAFFEE, the Property, the ASSOCIATION, the Common Area, all property and structures adjacent to the Property, all persons, and other real or personal property arising from or related to the design, construction, installation, use, maintenance, repair, replacement or improvement of the Improvements. RAFFEE agrees to indemnify Bureau of



Indian Affairs, Ray L. Patencio, Canyon View Estates Ltd., the Association, its members, officers, directors, agents, representatives and employees, and to save and hold them harmless, from any liability or claims, demands, damages, costs or judgments that Bureau of Indian Affairs, Ray L. Patencio, Canyon View Estates Ltd., the ASSOCIATION, its members, officers, directors, agents, representatives and employees may suffer arising out of or related to the design, construction, installation, use, maintenance, repair, replacement or improvement of the Improvements.

4. **Payment by RAFFEE.** In return for the grant of nonexclusive easement pursuant to this Agreement and Covenant, RAFFEE agrees to pay the ASSOCIATION the sum of \$12,000.00 payable within fifteen (15) days of the occurrence of the conditions precedent contained in Paragraph 5 of this Agreement and Covenant. Both Parties agree to use their best efforts to effect said occurrence.

5. **Conditions Precedent.** The performance of the Parties' obligations under this Agreement and Covenant shall be subject to conditions precedent. The first is to secure the approval of Fey's Canyon Realty ("Fey"), or appropriate entity administering the underlying lease, and the Bureau of Indian Affairs ("BIA") of the terms of this Agreement and Covenant. It shall be the responsibility of RAFFEE to secure such approvals. It shall be a further condition precedent to the Parties' obligations under this Agreement and Covenant that Rochelle Raffee obtain leasehold title to the Property through the recordation of the assignment, consent and acceptance documents required by Fey and the BIA.

6. **Letter to ASSOCIATION Members.** The Parties agree that a letter to the members of the ASSOCIATION shall be prepared and distributed advising that RAFFEE and the ASSOCIATION have resolved the Dispute, and confirming that the ASSOCIATION and its members have the right of ingress and egress over the Common Area Sideyard Easement and the Improvements. A draft of the letter shall be approved by RAFFEE prior to its dissemination to the members. RAFFEE cannot unreasonably withhold her approval of said letter.

7. **Insurance.** RAFFEE agrees to continuously maintain, during the term of this Agreement and Covenant, comprehensive general liability insurance for bodily injury and property damage, in the amount of not less than \$500,000.00, or an amount required by Civil Code section 1365.7, and any amendment thereto, for the benefit of the ASSOCIATION and its members, officers, directors, agents, representatives and employees, for any liability or claims, demands, damages, costs or judgments that the ASSOCIATION, its members, officers, directors, agents, representatives and employees may suffer as a result of any liability or claims, demands, damages, costs or judgments against them arising out of or related to the design, construction, installation, maintenance, use, repair or improvement of the Improvements. Such policy shall name the ASSOCIATION, its members, officers, directors, agents, representatives and employees as additional named insureds. RAFFEE shall provide the ASSOCIATION with a copy of the Application for said policy within fifteen (15) days of the satisfaction of the Conditions Precedent contained in Paragraph 5 of this Agreement and Covenant, and proceed diligently to obtain said policy. Thereafter, during the term of this Covenant and Agreement, RAFFEE shall provide a copy of the policy and/or endorsement within fifteen (15) days after a written request by the ASSOCIATION. RAFFEE'S insurance policy shall be considered to



provide the primary insurance coverage for all such liability or claims, demands, damages, costs or judgments, and ASSOCIATION'S insurance coverage shall be considered to provide the secondary insurance coverage in the event the ASSOCIATION also maintains insurance policies which provide insurance coverage to the ASSOCIATION for any such liability of claims, demands, damages, cost or judgments.

8. **Compliance With Governing Documents.** The parties agree that each shall comply with the Declaration, the Bylaws and the Rules and Regulations ("Governing Documents") and any amendments thereto, and RAFFEE acknowledges the right of the ASSOCIATION to reasonably enforce the Governing Documents in accordance with law and their terms, and further agrees that by entering into this Agreement and Covenant, the ASSOCIATION has not waived any rights of enforcement, regulation or control as provided in the Governing Documents. Any modifications or alterations to the Improvements, including landscaping changes, shall not be subject to the prior approval of the Association's Architectural or Landscape Committee, as applicable provided, however, that RAFFEE maintain the Improvements and landscaping on the Improvements in substantially the same condition and appearance as presently exists.

9. **Mutual Releases.** Except for the rights and obligations of the parties arising from this Agreement and Covenant, the ASSOCIATION and RAFFEE, for themselves, their officers, directors, agents, employees, representatives, heirs and assigns, release and discharge one another, their past and present officers, directors, agents, employees, representatives, heirs and assigns, of and from any and all claims, damages, actions, judgments, obligations, attorneys' fees, and liabilities of any kind, now existing or which may arise in the future, as a result of the Dispute.

10. **Waiver of Civil Code Section 1542.** The parties acknowledge and WAIVE the provisions of Civil Code Section 1542 which provides:

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

11. **Recordation of Agreement and Covenant.** RAFFEE consents to and acknowledges that this Agreement and Covenant will be recorded with the County Recorder of Riverside County, California, and may, therefore, affect title to or the value of RAFFEE'S interest in the Property.

12. **Covenants Run with the Land of the Parties.** The Parties further agree and covenant that the covenants provided herein shall run with the Property and the land of the ASSOCIATION and its members (the Common Area) and that it shall benefit and be binding upon each successive owner, during each successor's ownership of any of the land affected by this Agreement and Covenant (the Property and the Common Area), and upon each person having any interest in such land and derived through any owner thereof; further, that the



successive owners of the land of RAFFEE (the Property) are to be bound by the covenants provided herein for the benefit of the land of the ASSOCIATION and its members (the Common Area). The term of this Agreement and Covenant shall coincide with the term of the Declaration and any extensions thereof.

13. **Attorneys' Fees and Costs.** The Parties agree to bear their own attorneys' fees and costs incurred up to the effective date of this Agreement in connection with the Dispute and the resolution of the Dispute.

14. **Entire Agreement.** This Agreement contains the sole, complete and entire agreement and understanding of the Parties concerning the matters contained herein, and may not be altered, modified, or changed in any manner except by a writing duly executed by the Parties. No Party is relying on any representations other than as expressly provided for herein. There are no oral or written collateral agreements. All prior discussions and negotiations have been and are merged, integrated into, and superceded by this Agreement.

15. **No Waiver.** The delay or failure of any Party to exercise any right, power or privilege hereunder, or failure to enforce strictly any breach or default shall not constitute a waiver with respect thereto; and no waiver of any such right, power, privilege, breach or default on any one occasion shall constitute a waiver thereof on any subsequent occasion unless clear and express notice thereof is provided in writing.

16. **Construction.** This Agreement is entered into, and shall be construed according to, the laws of the State of California.

17. **Recovery of Attorneys' Fees and Costs.** In the event of any dispute arising with regard to the subject matter of this Agreement, or the enforcement of this Agreement, the Party prevailing in said dispute shall be entitled to collect reasonable attorneys' fees from the non prevailing Party.

18. **Authority.** Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he or she has the authority to execute this Agreement on behalf of said Party.

19. **Notice.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been received upon personal delivery, facsimile transmission, or on the third business day following deposit in the United States mail, postage prepaid, and sent certified mail, return receipt requested, correctly addressed to the address of the Party as set forth below. Any Party may give written notice of a change of address by certified mail, return receipt requested, and after such notice has been received, any notice shall be given to such Party at such new address.

To Association: Canyon View Estates #2 Homeowners Association
c/o Ken Friedlander, President
2303 Palo Fiero
Palm Springs, CA 92264

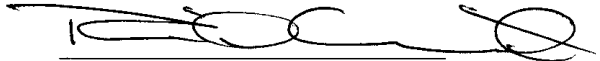
To Raffee: Rochelle Raffee
Richard Messerschmidt
489 San Jose Road
Palm Springs, CA 92264

20. **Interpretation.** This Agreement and Covenant shall be construed as if both Parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any one Party.

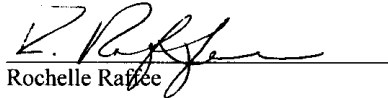
21. **Invalidation of Any Provision.** If any provision or part of this Agreement and Covenant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

22. **Counterparts.** This Agreement and Covenant may be executed in one or more counterparts, all of which together constitute one single document. A photocopy or facsimile copy of such executed counterpart of this Agreement may be relied upon by the Parties as an original.

"RAFFEE"

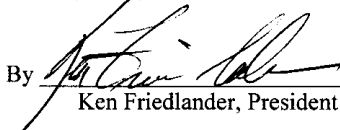


Richard Messerschmidt



Rochelle Raffee

CANYON VIEW #2 HOMEOWNERS
ASSOCIATION

By 
Ken Friedlander, President



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

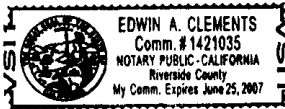
County of Riverside

} ss.

On April 26, 2005 before me, Edwin A. Clements
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Richard Messerschmidt, Rachelle Raffae and Ken Friedlander
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/he/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Edwin A. Clements
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: Settlement Agreement

Document Date: April 26, 2005 Number of Pages: 9

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: _____

**RIGHT THUMBPRINT
OF SIGNER**
Top of thumb here



EXHIBIT "A"

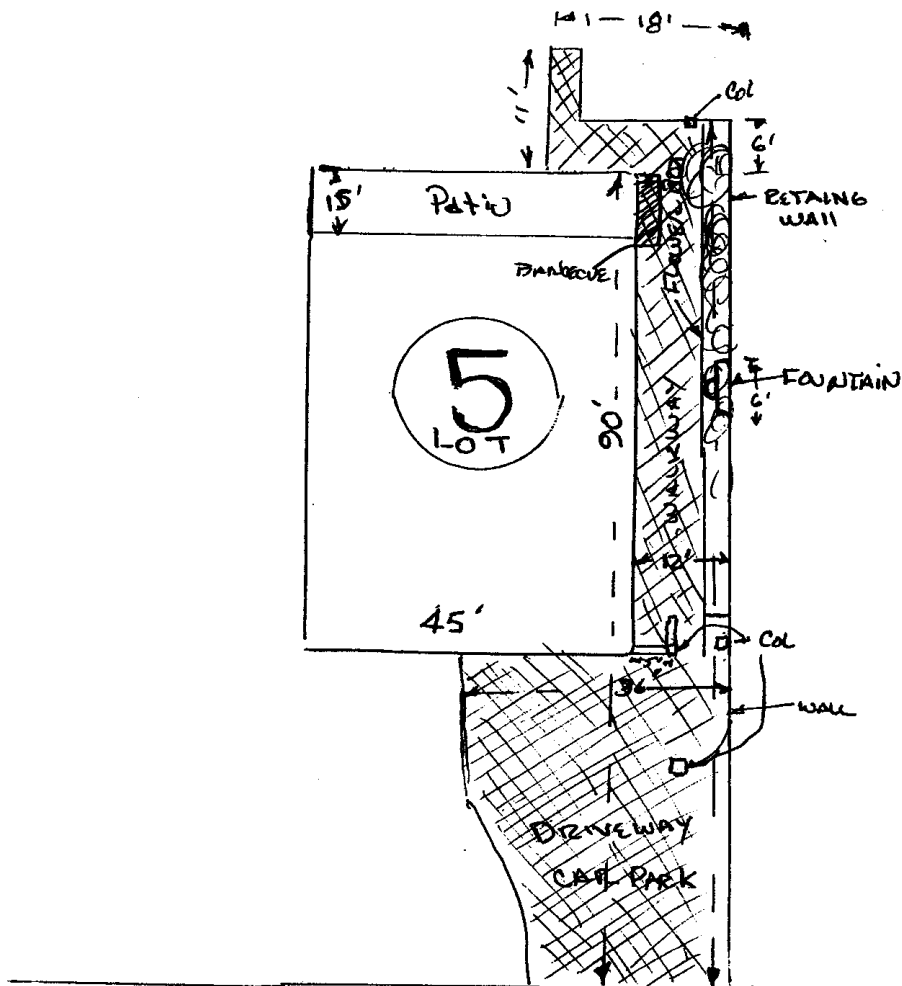


EXHIBIT "A"

PAGE 1 OF 2



2005-0339951
04/29/2005 08:00A
9 of 10

Canyon View Estates #2
1111 E Tahquitz Cyn Way Suite 103
Palm Springs, CA, 92262

VIA EMAIL & U.S. MAIL



W. Bedford Waters, M.
D. c/o Doug Bayer
489 East San Jose Road
Palm Springs, CA
92264

July 10, 2025

RE: July 9, 2025 Hearing Ruling

Dear W. Bedford Waters, M. D. & c/o Doug Bayer,

The Board of Directors would like to thank you for your participation in the July 9, 2025, hearing and cooperation in resolving the matters discussed at your property located at 489 East San Jose Rd., and the documentation you provided, including the recorded land covenant dated April 29, 2005 associated with the 2011 sale.

After careful consideration, the Board has voted to rescind the previously issued violation concerning the exterior alterations that were grandfathered in as part of the sale and are explicitly included within the submitted land covenant. Accordingly, no further action will be taken regarding those specific elements. However, please be advised that all exterior components of the property, including those located within the easement area, must be regularly maintained and kept in good condition in accordance with the Association's standards.

Required Actions:

- Prior to listing the property for sale, please ensure all slate or tile located within the easement area is properly repaired or replaced as needed.
- The rear patio awning, which has been removed, was originally installed without formal Board approval. As such, the remaining brackets and associated hardware must be fully removed immediately to bring the area into compliance.

Please note that this letter will form part of the Association's records and should be disclosed to any potential buyer of the property. The Board expects that any new owner:

1. Understands and accepts the maintenance obligations for the easement area.
2. Understands that the alterations, although grandfathered, are not compliant with current architectural standards within the community and that any replacement of a current exterior component will need to be submitted for Board review.
3. Provides annual proof of liability insurance for the easement to the Association, as required.

Lastly, we remind you that all future exterior alterations, structural changes, or modifications to the property—regardless of prior alterations—require prior written approval from the Board of Directors in accordance with the Association’s CC&Rs and Architectural Guidelines.

We appreciate your cooperation in keeping the community well-maintained and in compliance.

Sincerely,

**The Board of Director for
Canyon View Estates HOA #2**

cc: Board of Directors/CAFS/File