



SELLER PROPERTY QUESTIONNAIRE

(C.A.R. Form SPQ, Revised 12/24)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead:

NOTE TO SELLER: YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 489 E San Jose, Assessor's Parcel No. 009-601-957, situated in Palm Springs, County of Riverside, California ("Property").

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

1. **Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

2. **Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

3. **Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

4. **SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "Yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

5. **DOCUMENTS:** **ARE YOU (SELLER) AWARE OF...**
 Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller ☒ Yes ☐ No

Note: If yes, provide any such documents in your possession to Buyer.

Explanation:

Home inspection, Termite inspection and clearance

6. **STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** **ARE YOU (SELLER) AWARE OF...**

- A. Within the last 3 years, the death of an occupant of the Property upon the Property ☒ Yes ☐ No
 (Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
- B. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) ☐ Yes ☒ No
- C. The release of an illegal controlled substance on or beneath the Property ☐ Yes ☒ No
- D. Whether the Property is located in or adjacent to an "industrial use" zone ☐ Yes ☒ No
 (In general, a zone or district allowing manufacturing, commercial or airport uses.)
- E. Whether the Property is affected by a nuisance created by an "industrial use" zone ☐ Yes ☒ No
- F. Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) ☐ Yes ☒ No
- G. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision ☒ Yes ☐ No
- H. Insurance claims affecting the Property within the past 5 years ☐ Yes ☒ No
- I. Matters affecting title of the Property ☐ Yes ☒ No
- J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3 ☐ Yes ☒ No
- K. Any inspection reports on any exterior balconies, stairways or other "Elevated Elements" on buildings with 3 or more units on the Property prepared within the last 6 years, or 9 years for condominiums ☐ Yes ☒ No
 (See C.A.R. Form WBSA for more information)



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

- L. Material facts or defects affecting the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
 Explanation, or ☐ (if checked) see attached;
 Death by natural causes. Located in Canyon View Estates HOA2

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property (including those resulting from Home Warranty claims) ☒ Yes ☐ No
 B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy? ☐ Yes ☒ No
 C. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) ☒ Yes ☐ No
 D. Any part of the Property being painted within the past 12 months ☒ Yes ☐ No
 E. Whether the Property was built before 1978 (if No, leave (1) and (2) blank)..... ☒ Yes ☐ No
 (1) If yes, whether any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces started or completed (if No, leave (2) blank) ☐ Yes ☒ No
 (2) If yes to (1), whether such renovations done in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule ☐ Yes ☐ No
 F. Whether you purchased the property within 18 months of accepting an offer to sell it..... ☐ Yes ☒ No
 (1) If yes, have any room additions, structural modifications, or other alterations or repairs (collectively "Improvements") been performed by a contractor while you have owned the Property..... ☐ Yes ☐ No
Note 1: If yes to F(1), Seller shall provide in the Explanation below: (i) a list of such Improvements and (ii) the name and contact information for each contractor who performed services of \$1,000 or more.
Note 2: If yes to F(1), Seller shall provide in the Explanation below (i) a list of those Improvements for which seller has obtained permits and Seller shall attach copies of those permits to this SPQ and (ii) for those Improvements for which Seller does not have a permit, Seller shall include a statement identifying those Improvements and that Seller was not provided permits by the third party making the Improvement and the contact information for such third parties from whom the buyer may obtain those permits.

Explanation, or ☐ (if checked) see attached: Pest control maintenance, most of exterior painted 2025, Roof re-coated 2025.

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances ☒ Yes ☐ No
 B. The existence of a solar power system (if yes, Seller to provide C.A.R. Form SOLAR)..... ☐ Yes ☒ No
 C. The leasing of any of the following on or serving the Property: solar power system, water softener system, water purifier system, alarm system, or propane tank(s) ☐ Yes ☒ No
 D. An alternative septic system on or serving the Property ☐ Yes ☒ No
 E. Whether any structure on the Property other than the main improvement is used as a dwelling ☐ Yes ☒ No
 (1) If Yes to E, whether there are separate utilities and meters for the dwelling..... ☐ Yes ☐ No
 (2) If Yes to E, whether the dwelling received a permit or other government approval as an Accessory Dwelling Unit (ADU) ☐ Yes ☐ No

Explanation: See attached.

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

- A. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs ☐ Yes ☒ No
 If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property ☐ Yes ☐ No
 (NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)
 B. Receiving domestic water storage tank assistance pursuant to § 13194 of the Water Code or whether the real property ever received such assistance and the real property currently still has the domestic storage tank..... ☐ Yes ☒ No
 If yes, the following disclosure is made: (1) This property has a domestic water storage tank provided by a county, community water system, local public agency, or nonprofit organization, pursuant to § 13194 of the Water Code. (2) The domestic water storage tank was made available to households that had a private water well that had gone dry, or had been destroyed due to drought, wildfire, other natural disasters, or was otherwise nonfunctioning. (3) The domestic water storage tank provided pursuant to § 13194 of the Water Code might not convey with the real property. (4) Due to the water well issues that led to this property obtaining assistance pursuant to § 13194 of the Water Code, the buyer is advised to have an inspection of the water well and to have a professional evaluate the availability of water to the property to ensure it suits the purposes for which the buyer is purchasing the property.

Explanation:

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property ☒ Yes ☐ No
 B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.. ☐ Yes ☒ No

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Buyer's Initials

Seller's Initials

DLB

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)

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489 E San Jose



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

- C. Rivers, streams, flood channels, underground springs, high watertable, floods, or tides, on or affecting the Property or neighborhood ☐ Yes ☒ No
 Explanation: See Attached.

11. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property ☐ Yes ☒ No
 B. Past or present problems with livestock, wildlife, insects or pests on or in the Property ☐ Yes ☒ No
 C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above ☐ Yes ☒ No
 D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above ☒ Yes ☐ No
 If so, when and by whom _____

Explanation: See Attached.

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes ☐ Yes ☒ No
 B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage..... ☒ Yes ☐ No
 C. Use of any neighboring property by you ☐ Yes ☒ No
 Explanation: See attached

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property ☐ Yes ☒ No
 B. Operational sprinklers on the Property ☒ Yes ☐ No
 (1) If yes, are they ☒ automatic or ☐ manually operated.
 (2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system ☐ Yes ☒ No
 C. A pool heater on the Property ☐ Yes ☒ No
 If yes, is it operational? ☐ Yes ☐ No
 D. A spa heater on the Property ☐ Yes ☒ No
 If yes, is it operational? ☐ Yes ☐ No
 E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired ☒ Yes ☐ No
 Explanation: HOA manages and maintains all sprinklers

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision.... ☒ Yes ☐ No
 B. Any Homeowners' Association (HOA) which has any authority over the subject property..... ☒ Yes ☐ No
 C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others) ☒ Yes ☐ No
 D. CC&R's or other deed restrictions or obligations ☒ Yes ☐ No
 E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property ☐ Yes ☒ No
 F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property ☒ Yes ☐ No
 (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement ☐ Yes ☒ No
 (2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee ☐ Yes ☒ No

Explanation: CVE HOA2 CC&R's and By-laws. Improvements covered by previous owner with HOA and legal documents.

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest ☐ Yes ☒ No
 B. Leases, options or claims affecting or relating to title or use of the Property ☐ Yes ☒ No
 C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood ☐ Yes ☒ No
 D. 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
 E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not ☐ Yes ☒ No
 F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity. ☒ Yes ☐ No
 G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property ☐ Yes ☒ No
 H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill ☐ Yes ☒ No



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

Explanation: _____

Shared wall with neighbor, land lease and HOA transfer fees, common area on side and rear maintained by seller.

16. NEIGHBORS/NEIGHBORHOOD:**ARE YOU (SELLER) AWARE OF...**

- A.** Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife ☐ Yes ☒ No
- B.** Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property ☐ Yes ☒ No

Explanation: _____

17. GOVERNMENTAL:**ARE YOU (SELLER) AWARE OF...**

- A.** Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property ☐ Yes ☒ No
- B.** Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property ☒ Yes ☐ No
- C.** Existing or contemplated building or use moratoria that apply to or could affect the Property ☐ Yes ☒ No
- D.** Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property ☐ Yes ☒ No
- E.** Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals ☐ Yes ☒ No
- F.** Existing or proposed Government requirements affecting the Property **(i)** that tall grass, brush or other vegetation be cleared; **(ii)** that restrict tree (or other landscaping) planting, removal or cutting or **(iii)** that flammable materials be removed ☐ Yes ☒ No
- G.** Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property ☐ Yes ☒ No
- H.** Whether the Property is historically designated or falls within an existing or proposed Historic District ☐ Yes ☒ No
- I.** Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies ☐ Yes ☒ No
- J.** Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property ☐ Yes ☒ No

Explanation: HOA rules prevent short-term rental

18. OTHER:**ARE YOU (SELLER) AWARE OF...**

- A.** Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present ☐ Yes ☒ No
- B.** Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth ☐ Yes ☒ No
- C.** Whether the Property was originally constructed as a Manufactured or Mobile home ☐ Yes ☒ No
- D.** Whether the property is tenant occupied ☒ Yes ☐ No
- E.** Whether the Property was previously tenant occupied even if vacant now ☒ Yes ☐ No

If yes, disclose if you know the method or manner of how the tenancy ended.

Explanation: Tenant is beneficiary of the trust, property never vacant.

19. MATERIAL FACTS:

- A.** Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer ☐ Yes ☒ No
- B.** ☐ **(IF CHECKED) ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Explanation: _____

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Signed by:

Seller

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

Seller

2AF5E28684AD463

Date

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer

Date

Buyer

Date

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489 E San Jose



489 E San Jose

SPQ

10/08/2025

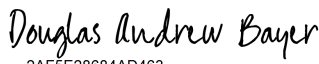
8. Serviced and repaired Air Conditioner, replaced water heater, replaced garbage disposal, rear patio French doors replaced, Refrigerator and freezer repaired (ice maker not working), Ovens have been serviced but top oven control panel hard to read and doesn't reliably control oven. It was suggested to replace the digital control panel.

10. Water heater leaked and was replaced; rear patio French doors had no flashing or threshold that allowed water intrusion during extreme rain events. Flashing and proper sealant was added to remediate issue.

11. Rodent issue remediated in 2024 by pest control company, with a year service contract. No repeat issue. HOA provides regular exterminator maintenance for the exteriors.

12. Land covenant for common area on side and rear of home, owner required to maintain liability insurance as specified in the land covenant attached.

Seller:

Signed by: Oct-08-2025 | 2:00 PM PDT

2AF5E28684AD463...
Douglas Andrew Bayer

Buyer:

Buyer

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

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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

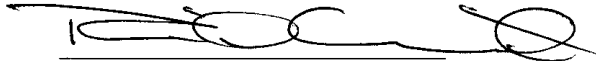
To Raffee: Rochelle Raffee
Richard Messerschmidt
489 San Jose Road
Palm Springs, CA 92264

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.

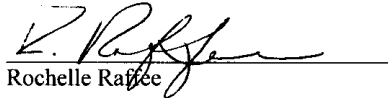
21. **Invalidation of Any Provision.** If any provision or part of this Agreement and Covenant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any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

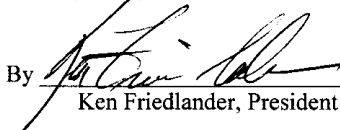


Richard Messerschmidt



Rochelle Raffee

CANYON VIEW #2 HOMEOWNERS
ASSOCIATION

By 
Ken Friedlander, President



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

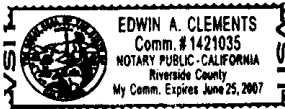
County of Riverside

} 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"

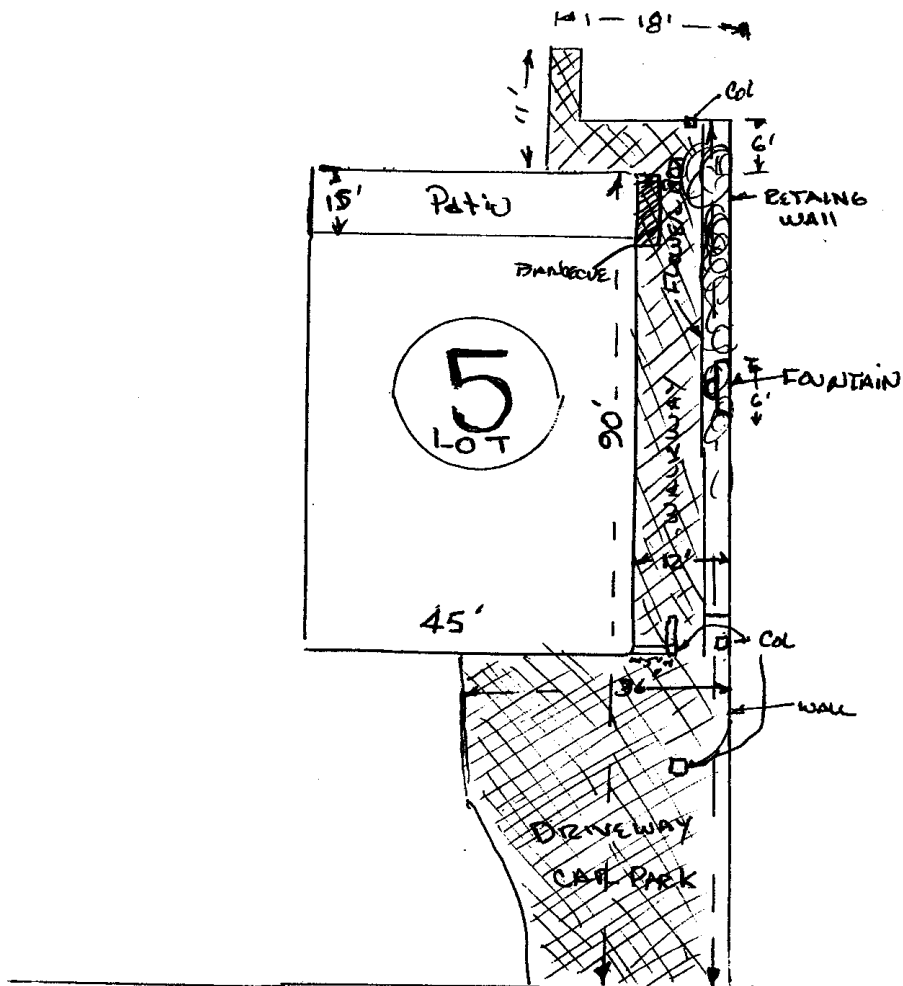


EXHIBIT "A"

PAGE 1 OF 2



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

Canyon View Estates #2
1 1 1 E Tahquitz Cyn Way Suite 1 03
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