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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

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Lucero Zuniga

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE – PALM SPRINGS COURT**

TRI PALM UNIFIED OWNERS  
ASSOCIATION, a California nonprofit  
mutual benefit corporation,

Plaintiff,

v.

ANDY TEASLEY, individually and as  
Trustee of The Sundance Trail Trust dated  
January 20, 2018; ANDY TEASLEY,  
individually and as Trustee of the Oakland  
Hills Trust dated 3/17/1980; ANDY  
TEASLEY, individually and as Trustee of  
The Quivira Street Trust; ANDY  
TEASLEY, individually and as Trustee of  
the CODY TRUST dated 03/17/1979;  
ANDY TEASLEY, individually and as  
Trustee of The Westchester Trust dated  
3/17/1979; ANDY TEASLEY, individually  
and as Trustee of the Westchester Trust;  
ANDY TEASLEY, individually and as  
Trustee of the Algonquin Trust Dated  
3/17/1979; ANDY TEASLEY, individually  
and as Trustee of The St. Andrews Trust  
dated March 17, 1979; ANDY TEASLEY,  
individually and as Trustee of the Pine  
Valley Trust dated March 17, 1980; ANDY  
TEASLEY, individually and as Trustee of  
the Pine Valley Trust dated March 17, 1979;  
ANDY TEASLEY, individually and as  
Trustee of The Tucson Trust dated March  
17, 1979; ANDY TEASLEY, individually  
and as Trustee of The Cody Avenue Trust  
dated November 1, 2019; ANDY

CASE NO. PSC2001024

Assigned For All Purposes to the  
Honorable Kira Klatchko, Department PS1

**STIPULATED JUDGMENT FOR  
PERMANENT INJUNCTION**

Complaint Filed: 2/7/2020  
Trial Date: None set

1 TEASLEY, individually and as Trustee of  
2 the San Miguelito Trust dated January 13,  
3 2020; ANDY TEASLEY, individually and  
4 as Trustee of The Westchester Trust dated  
5 January 15<sup>th</sup>, 2020; and DOES 1 through 30,  
6 inclusive,

7 Defendants.

8 TRI PALM UNIFIED OWNERS ASSOCIATION (“Association”), by and through its  
9 attorneys of record Rian W. Jones and Joyce J. Kapsal of Epsten, APC, and Defendants  
10 ANDY TEASLEY, individually (hereinafter “TEASLEY”) and as Trustee of The Sundance  
11 Trail Trust dated January 20, 2018; The Oakland Hills Trust dated 3/17/1980; The Quivira  
12 Street Trust; the CODY TRUST dated 03/17/1979; The Westchester Trust dated 3/17/1979;  
13 the Westchester Trust; the Algonquin Trust Dated 3/17/1979; The St. Andrews Trust dated  
14 March 17, 1979; The Pine Valley Trust dated March 17, 1980; the Pine Valley Trust dated  
15 March 17, 1979; The Tucson Trust dated March 17, 1979; The Cody Avenue Trust dated  
16 November 1, 2019; the San Miguelito Trust dated January 13, 2020; and The Westchester  
17 Trust dated January 15<sup>th</sup>, 2020, (hereinafter collectively the “TEASLEY TRUSTS”) by and  
18 through their attorney of record, Jeffrey Fromberg of Fromberg, Edelstein and Fromberg,  
19 hereby stipulate to Judgment in the above-entitled action as follows:

20 1. A Permanent Injunction shall be entered against TEASLEY and the TEASLEY  
21 TRUSTS that restrains and enjoins TEASLEY and the TEASLEY TRUSTS from alienating  
22 and/or separating in any manner title/ownership of any Lot within the Association from  
23 title/ownership to the existing Dwelling Unit situated on said Lot, provided however, that an  
24 existing Dwelling Unit may be removed from a Lot as long as title/ownership of any  
25 replacement Dwelling Unit placed upon said Lot is not separated from title/ownership of the  
26 Lot. “Dwelling Unit” shall mean any existing home, mobilehome, trailer, manufactured home  
27 or other that is situated upon or was constructed on any Lot within the Association and is/was  
28 situated on said Lot at the time title/ownership of the Lot was conveyed to TEASLEY and/or a  
TEASLEY TRUST.

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1           2.     The Permanent Injunction shall additionally restrain, enjoin and prohibit  
2 TEASLEY and/or the TEASLEY TRUSTS from acquiring title to any Lots within the  
3 ASSOCIATION wherein TEASLEY and/or the TEASLEY TRUSTS cause ownership or title  
4 of any such Lot and Dwelling Unit located thereon to be separated.

5           3.     With respect to Lots owned by TEASLEY or the TEASLEY TRUSTS that are  
6 subject to the ASSOCIATION'S Governing Documents, and Options to Purchase and or  
7 Rights of First Refusal have been recorded, conveyed or granted, the Permanent Injunction  
8 shall restrain and enjoin TEASLEY and the TEASLEY TRUSTS from exercising any such  
9 Option to Purchase or Rights of First Refusal or conveying title pursuant to any such Option to  
10 Purchase or Rights of First Refusal in a manner that causes title or ownership of any Lot and  
11 Dwelling Unit to be separated; provided however, that an existing Dwelling Unit may be  
12 removed from a Lot as long as title/ownership of any replacement Dwelling Unit placed upon  
13 said Lot is not separated from title/ownership of said Lot. Exercise of any such Option to  
14 Purchase or Right of First Refusal much be accomplished in a manner that results in a single  
15 owner owning both the Lot and the Dwelling Unit situated thereon.

16           4.     As to the properties owned by The Sundance Trail Trust dated January 20,  
17 2018, located at 33647 Sundance Trail, Thousand Palms, CA 92276, and by The Quivira  
18 Street Trust, located at 73057 Quivara Street, Thousand Palms, CA, 92276, the Parties  
19 acknowledge that title to said Lots is currently separated from title to the Dwelling Units  
20 situated on said Lots. The Parties agree to allow the current ownerships of the respective Lots  
21 and Dwelling Units situated on said Lots to remain separated; provided, however, that upon  
22 the sale, conveyance or transfer of the respective Lot or Dwelling Unit situated on said Lot,  
23 ownership of both the Lot and the Dwelling Unit must be reunited under a single owner.

24           5.     The Stipulated Judgment shall be recorded, shall bind all successors-in-interest,  
25 and shall run with the land as to each of the following properties:

26                 32160 Oakland Hills, Thousand Palms, CA 92276; APN # 693-054-017

27                 32170 Cody Avenue, Thousand Palms, CA 92276; APN # 693-053-004

28                 33820 Westchester Drive, Thousand Palms, CA 92276; APN # 693-241-032

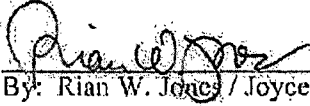
- 1 33121 Westchester Drive, Thousand Palms, CA 92276; APN # 693-202-008
- 2 73597 Algonquin Place, Thousand Palms, CA 92276; APN # 693-152-017
- 3 32515 St. Andrews Drive, Thousand Palms, CA 92276; APN # 693-075-007
- 4 73241 Pine Valley, Thousand Palms, CA 92276; APN # 693-064-003
- 5 73251 Pine Valley, Thousand Palms, CA 92276; APN # 693-064-004
- 6 32674 Tucson Place, Thousand Palms, CA 92276; APN # 693-102-030
- 7 32222 Cody Avenue, Thousand Palms, CA 92276; APN # 653-073-006
- 8 32561 San Miguelito Drive, Thousand Palms, CA 92276; APN # 693-111-016
- 9 33920 Westchester Drive, Thousand Palms, CA 92276; APN # 693-241-037

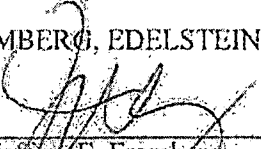
10 6. As to the following properties, this Judgment shall only be applied in the event  
 11 of a subsequent transfer or sale as further described in Paragraph 4 above:

- 12 33647 Sundance Trail, Thousand Palms, CA 92276; APN # 693-242-022
- 13 73057 Quivira Street, Thousand Palms, CA 92276; APN # 693-074-013

14 7. In the event TEASLEY or a TEASLEY TRUST shall enter into a sale of a Lot  
 15 or Dwelling Unit which causes the title to be unified to a single owner(s) or entity(ies) at the  
 16 closing, Association agrees that it shall execute any documents and place them into the escrow  
 17 to be recorded at the closing which may be required by an escrow or title company to deliver  
 18 title clear of the Judgment to be entered and recorded as set forth in the Settlement Agreement  
 19 between the Parties.

20 **IT IS SO STIPULATED.**

21 DATED: June 14, 2021 EPSTEN, APC  
 22   
 23 By: Rian W. Jones / Joyce J. Kapsal  
 24 Attorneys for Plaintiff TRI PALM UNIFIED OWNERS  
 ASSOCIATION

25 DATED: 6/12 2021 FROMBERG, EDELSTEIN AND FROMBERG  
 26   
 27 By: Jeffrey E. Fromberg  
 28 Attorneys for Defendants TEASLEY and the  
 TEASLEY TRUSTS

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2  
3 **ORDER**

4 Based upon the Stipulation of the Parties and for good cause appearing,

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

6 1. Judgment is hereby entered against TEASLEY and each of the afore-mentioned  
7 TEASLEY TRUSTS. TEASLEY and the TEASLEY TRUSTS are hereby permanently  
8 restrained and enjoined from the following actions and/or conduct:

9 A. From alienating and/or separating in any manner title/ownership of any  
10 Lot within the Association from title/ownership to the existing Dwelling Unit situated  
11 on said Lot, provided however, that an existing Dwelling Unit may be removed from a  
12 Lot as long as title/ownership of any replacement Dwelling Unit placed upon said Lot  
13 is not separated from title/ownership of said Lot. "Dwelling Unit" shall mean any  
14 existing home, mobilehome, trailer, manufactured home or other that is situated upon  
15 or was constructed on any Lot within the Association and is/was situated on said Lot at  
16 the time title/ownership of the Lot was conveyed to TEASLEY and/or a TEASLEY  
17 TRUST.

18 B. From acquiring title to any additional Lots within the ASSOCIATION  
19 wherein TEASLEY and/or the TEASLEY TRUSTS and/or their successors-in-interest  
20 cause ownership or title of any such Lot and Dwelling Unit situated thereon to be  
21 separated.

22 C. With respect to Lots owned by TEASLEY or the TEASLEY TRUSTS  
23 that are subject to the ASSOCIATION'S Governing Documents, and Options to  
24 Purchase and or Rights of First Refusal have been recorded, conveyed or granted,  
25 TEASLEY and the TEASLEY TRUSTS are enjoined and restrained from exercising  
26 any such Option to Purchase or Rights of First Refusal or conveying title pursuant to  
27 any such Option to Purchase or Rights of First Refusal in a manner that causes title or  
28 ownership of any Lot and Dwelling Unit to be separated; provided however, that an  
existing Dwelling Unit may be removed from a Lot as long as title/ownership of any  
replacement Dwelling Unit placed upon said Lot is not separated from title/ownership

1 of said Lot. Exercise of any such Option to Purchase or Right of First Refusal much be  
2 accomplished in a manner that results in a single owner owning both the Lot and the  
3 Dwelling Unit situated thereon.

4 D. As to the properties owned by The Sundance Trail Trust dated January  
5 20, 2018, located at 33647 Sundance Trail, Thousand Palms, CA 92276, and by The  
6 Quivira Street Trust, located at 73057 Quivara Street, Thousand Palms, CA, 92276,  
7 title to said Lots is currently separated from title to the Dwelling Units situated on said  
8 Lots. The current ownerships of the respective Lots and Dwelling Units situated on  
9 said Lots may remain separated, provided however, that upon the sale, conveyance or  
10 transfer of the respective Lot or Dwelling Unit situated on said Lot, ownership of both  
11 the Lot and the Dwelling Unit shall be reunited under a single owner.

12 2. This Stipulated Judgment shall be recorded, shall be binding on all successors-  
13 in-interest to TEASLEY and/or the TEASLEY TRUSTS, and shall run with the land as to each  
14 of the following properties:

- 15 32160 Oakland Hills, Thousand Palms, CA 92276; APN # 693-054-017
- 16 32170 Cody Avenue, Thousand Palms, CA 92276; APN # 693-053-004
- 17 33820 Westchester Drive, Thousand Palms, CA 92276; APN # 693-241-032
- 18 33121 Westchester Drive, Thousand Palms, CA 92276; APN # 693-202-008
- 19 73597 Algonquin Place, Thousand Palms, CA 92276; APN # 693-152-017
- 20 32515 St. Andrews Drive, Thousand Palms, CA 92276; APN # 693-075-007
- 21 73241 Pine Valley, Thousand Palms, CA 92276; APN # 693-064-003
- 22 73251 Pine Valley, Thousand Palms, CA 92276; APN # 693-064-004
- 23 32674 Tucson Place, Thousand Palms, CA 92276; APN # 693-102-030
- 24 32222 Cody Avenue, Thousand Palms, CA 92276; APN # 653-073-006
- 25 32561 San Miguelito Drive, Thousand Palms, CA 92276; APN # 693-111-016
- 26 33920 Westchester Drive, Thousand Palms, CA 92276; APN # 693-241-037

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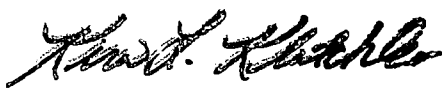
3. As to the following properties, this Judgment shall only be applied in the event of a subsequent transfer or sale as further described in Paragraph 1(D) of this Order:

33647 Sundance Trail, Thousand Palms, CA 92276; APN # 693-242-022

73057 Quivira Street, Thousand Palms, CA 92276; APN # 693-074-013

**IT IS SO ORDERED.**

Dated: 7/8/21



\_\_\_\_\_  
Honorable Kira Klatchko  
JUDGE OF THE SUPERIOR COURT