

**THREE (3) DAY NOTICE TO PAY RENT OR QUIT
THREE (3) DAY NOTICE TO PERFORM COVENANTS OR QUIT
AND SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION**

TO _____
and all other tenants in possession of the premises describes as:

Address _____

City of _____ County of _____ California

PLEASE TAKE NOTICE that the rent is now due and payable on the above-described premises which you currently hold and occupy.

Your rental account is delinquent in the amount itemized as follows:

| | |
|---------------------|-------------------|
| Rental Period _____ | Rent due \$ _____ |
| Rental Period _____ | Rent due \$ _____ |
| Rental Period _____ | Rent due \$ _____ |
| Rental Period _____ | Rent due \$ _____ |

TOTAL RENT DUE \$ _____

THIS IS TO FURTHER NOTIFY YOU that the rental agreement under which you hold possession of the above premises requires performance on your part of the following covenants or agreements, which you have failed to perform. **THIS IS TO FURTHER NOTIFY YOU** that there are now due and unpaid the following utility and/or additional charges:

| | | | |
|-------------------|------------|----------|--------------|
| Description _____ | From _____ | to _____ | Amount _____ |
| Description _____ | From _____ | to _____ | Amount _____ |
| Description _____ | From _____ | to _____ | Amount _____ |
| Description _____ | From _____ | to _____ | Amount _____ |
| Description _____ | From _____ | to _____ | Amount _____ |
| Description _____ | From _____ | to _____ | Amount _____ |
| Description _____ | From _____ | to _____ | Amount _____ |

TOTAL AMOUNT NOW DUE AND PAYABLE IS _____

Payment can in person at _____
 be made by Mail addressed to _____
 By: Cash _____
 By: Cashiers Check _____
 By: Money Order _____
 By: Personal Check _____

Check or Cashier's Check to be made payable to _____
 person authorized to receive payment _____
 address where payment is to be made _____
 City, State, Zip _____

Payment can be made between the hours of _____ and _____
 Monday - Through Friday
 Other _____

WITHIN THREE DAYS after the service on you of this Notice, you are hereby required to pay the said rent and additional charges for the premises to the park owner or manager, or the owner of said premises will institute legal proceedings against you to declare the forfeiture of the rental agreement under which you occupy the said premises and to recover possession of said premises, together with court costs and attorney fees. You are further notified that the undersigned elects to and does declare the forfeiture of your rental agreement under which you hold possession of the above-described premises if the rent and other charges are not paid, within three (3) days after service on you of this Notice.

THIS NOTICE IS INTENDED AS A THREE DAY NOTICE TO PAY OR QUIT AS PROVIDED BY CALIFORNIA LAW.

Pursuant to California Civil Code 798.56(e) you are hereby notified that nonpayment of rent, utility charges, or reasonable incidental service charges is sufficient legal cause to terminate your tenancy.

Date: _____

 Landlord, or Landlord's Agent or Attorney at
 Law

SIXTY (60) DAY NOTICE TO TERMINATE POSSESSION
California Civil Code Section 795.56(d) & 798.57

TO _____
and all other tenants in possession of the premises describes as:

Address _____

City of _____ County of _____ California

YOU ARE HEREBY NOTIFIED that the landlord under whom you hold possession of the above-described property, pursuant to the applicable provisions of the Mobilehome Residency Law, declare the rental agreement by which you hold possession of the above-described premises forfeited and your tenancy terminated for the reasons specified below, and you must deliver up possession of said premises to the undersigned who is the authorized agent of the owner **SIXTY (60) DAYS** after the service of this Notice upon you.

GROUND FOR TERMINATION

The specific terms of the lease and/or Rules & Regulations of which you are in violation are as follows:

On or about _____ you were served with a three day notice to pay rent or quit
A copy of said notice(s) is/are attached hereto and marked collectively as exhibit (1) and incorporated herein as though fully set forth.

Your non-compliance has resulted in your tenancy being terminated pursuant to California Civil Code Section 798.56 which states in pertinent part as follows:

- "(a) Failure of the homeowner or resident to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate agency."
- "(b) Conduct by the homeowner or resident upon the park premises that constitutes a substantial annoyance to other homeowners or residents.."
- "(c) Conviction of the homeowner or resident for prostitution or a felony controlled substance offense if the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowners mobilehome."
- "(d) Failure of the homeowner or resident to comply with a reasonable rule or regulation of the park which is part of the rental agreement or any amendment thereto."
- "(e) Nonpayment of rent, utility charges, or reasonable incidental service charges, after service of three day notice to pay rent or quit."
- "(e)(5) If a homeowner has been given a three-day notice to pay the amount due or to vacate the tenancy on three or more occasions within the preceding 12-month period no written three-day notice shall be required in the case of a subsequent nonpayment of rent, utility charges, or reasonable incidental service charges."

THIS NOTICE IS GIVEN FOR THE PURPOSE OF TERMINATING YOUR TENANCY

if you fail to deliver up possession sixty (60) days after the service of this Notice upon you, legal proceedings will be commenced against you to recover possession of said premises, to declare the lease or rental agreement by which you hold possession of said premises forfeited and to recover **\$600.00 punitive damages** for the unlawful detention of said premises as well as attorney's fees and costs provided by law or agreement.

Service of this notice and enforcement of all related remedies under the applicable provisions of the California Civil Code and the California Code of Civil Procedure shall not prejudice, waive, limit, restrict or adversely impact any other rights or remedies that the landlord may have under applicable law.

Date:

Landlord, or Landlord's Agent or Attorney at
Law

PROOF OF SERVICE

Resident(s): _____

Space No.: _____

Address: _____

Date of Service _____

Document(s) Served:

____ Three & Sixty Day Notices

____ Sixty Day Notice ONLY

____ Seven Day Notice

____ Other:

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the above notice, of which this is a true copy, on the above-mentioned tenant(s) in possession in the manner(s) indicated below:

On _____, 20__ , I handed the notice to the tenants.

On _____, 20__ . after attempting personal service, I handed the notice to a person of suitable age and discretion at the tenant's residence/business and mailed a copy to tenants residence by first class mail, postage prepaid..

On _____, 20__ . after attempting service by both manners indicated above, I posted the notice on a conspicuous place at the tenant's residence, and mailed a copy to tenants residence by first class mail, postage prepaid.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness I can competently testify thereto.

Executed on _____, 20__ , at the City of _____ , **County of** _____
State of California.

Served by _____

Legal Owner

Registered Owner

Name _____

Name: _____

Address: _____

Address: _____

There are no legal or registered Owners of the mobilehome other than the Resident(s):

I hereby declare the foregoing to be true and correct under penalty of perjury.

Executed this _____ day of _____ at _____ California.

Landlord, or Landlord's Agent or Attorney at
Law