

WARNING: This notice is the _____ three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56(e)(5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

Three-Day Notice To Pay Rent Or Quit

To: _____

_____ and all other persons in possession of the below-described space.

Space Address: _____ (the "Space").

This notice is being served concurrently with a "Three-day Notice to Perform Covenants or Quit". The sums demanded in both notices must be fully and timely paid in order to avoid legal action being commenced against you.

Within three (3) days after service of this notice upon you, you are required to pay the sum of \$ _____, to the owner or authorized agent for base rent for the Space, or quit and deliver up possession of the above-described Space to Park management. The sum(s) due, owing and unpaid is(are) enumerated as follows:

\$ _____	for the period	_____	to	_____
\$ _____	for the period	_____	to	_____
\$ _____	for the period	_____	to	_____
\$ _____	for the period	_____	to	_____
\$ _____	for the period	_____	to	_____
\$ _____	for the period	_____	to	_____

Non-payment of this(these) sum(s) is(are) evidenced by the Park's books and records and is(are) known to Park management.

If you should fail to pay the total amount of base rent enumerated above within three days after service of this notice upon you, then any tenancy or leasehold which you may have in the Space is terminated, and as soon thereafter as permitted by law, the owner of the Space will institute legal proceedings against you seeking a judgment for possession of the Space, an order forfeiting the agreement under which you hold possession of the Space, a monetary judgment for all unpaid rent (including punitive damages if applicable), rental damages, reasonable attorney fees and costs of suit.

Payment demanded herein shall be made as follows:

Make rent payable to: _____

Name of Person to deliver rent to: _____

Delivery address: _____

Telephone Number: () _____

The usual days and hours that the Park manager or other authorized agent will be present at the delivery address to receive rent payments are as follows:

Days: _____

Hours: _____

A "drop slot" is is not available for delivery of payment.

You are further notified that the owner elects to and does declare the forfeiture of the agreement under which you hold possession of the Space.

(The following "60-Day Notice To Remove or Sell Mobilehome" applies to you only if you fail to timely comply with the demands of the "Three-Day Notice To Pay Rent Or Quit" set forth above.)

60-Day Notice To Remove or Sell Mobilehome

Additionally, **YOU ARE HEREBY NOTIFIED** that, if you fail to fully and timely comply with the demands of the "Three-Day Notice To Pay Rent Or Quit" set forth above, then your tenancy in the Space is terminated.

Within sixty (60) days after service of this Notice upon you, you are required, at your election, to either sell or remove your mobilehome from the Space.

In other words, within the sixty-day period following service of this notice upon you, you may advertise your mobilehome for sale and sell it if you wish, and, unless otherwise permitted by law, management may not require the removal of your mobilehome from the Park in the event of its sale to a third party. However, Park management reserves the right to prior approval of any prospective purchaser of your mobilehome who desires to establish a tenancy in the Park. Such prior approval shall be evaluated pursuant to law and the Park's qualification guidelines and shall not unreasonably be withheld. In the event that you sell your mobilehome to a third party as provided for herein, you shall be required to pay all past due rent, utilities, and other reasonable incidental service charges for the Space and may be required to make certain repairs to your mobilehome as provided for by California law.

In the event you fail within sixty days of service of this notice to remove or sell your mobilehome as provided for by law, you are required to quit and deliver up possession of the Space to the Park Manager who is authorized to receive possession thereof, or legal proceedings for unlawful detainer will be instituted against you by the owners of the Space to declare the agreement under which you hold possession of the Space forfeited, recover possession of the Space and to recover treble rents and damages for your continued possession of the Space together with court costs and attorney fees.

This sixty-day notice does not extend the time within which you may pay the amounts due, but is provided only for the purpose of allowing you a reasonable time within which to either sell your mobilehome as provided for by law or locate another place to move your mobilehome. Notwithstanding any other rights you may have, your tenancy will not be reinstated or renewed by an attempted payment after the three-day period stated in the herein notices expires.

Finally, be advised that the California Civil Code provides that "In any action arising out of the provisions of this chapter, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during trial, unless the parties otherwise agree in the settlement or compromise."

These notices are intended as a three-day notice to pay rent or quit and sixty-day notice to remove or sell your mobilehome as provided for by California law.

Date: _____

Owner/Agent/Manager

cc: Park Ownership & Management; Legal and Registered Owners; File

WARNING: This notice is the _____ three-day notice for nonpayment of rent, utility charges, or other reasonable incidental services that has been served upon you in the last 12 months. Pursuant to Civil Code Section 798.56(e)(5), if you have been given a three-day notice to either pay rent, utility charges, or other reasonable incidental services or to vacate your tenancy on three or more occasions within a 12-month period, management is not required to give you a further three-day period to pay rent or vacate the tenancy before your tenancy can be terminated."

Three-Day Notice To Perform Covenants Or Quit

To: _____

_____ and all other persons in possession of the below-described space.

Space Address: _____ (the "Space").

This notice is being served concurrently with a "Three-day Notice to Pay Rent or Quit". The sums demanded in both notices must be fully and timely paid in order to avoid legal action being commenced against you.

Pursuant to the agreement under which you now hold possession of the above-referenced Space, you covenanted and agreed to timely pay utilities and other reasonable incidental service charges for the Space. Certain of the utilities billed for the Space are billed in arrears, i.e., after they have been consumed. Other of the utilities are billed to the Space in advance, as with base space rent.

Please be advised that you are in material breach of the agreement under which you hold possession of the Space in that you have failed to pay the sum of \$ _____, representing utilities and other reasonable incidental services charges for the Space.

The sum of utilities and other reasonable incidental service charges due, owing and unpaid for the Space is enumerated as follows:

UTILITY OR OTHER CHARGE	PERIOD DUE		AMOUNT
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$
	to		\$
Total Utility and Other Charges Due:			\$

Non-payment of this(these) sum(s) is(are) evidenced by the Park's books and records and is(are) known to Park management.

Within three (3) days after service of this notice upon you, you are required to perform or otherwise comply with your covenant to timely pay utilities and other reasonable incidental service charges for the Space by paying the sums enumerated above to Park management, or quit and deliver up possession of the above-described Space to the undersigned or authorized agent described herein.

If you should fail to pay the total amount enumerated above within three days after service of this notice upon you, then any tenancy or leasehold which you may have in the Space is terminated, and as soon thereafter as permitted by law, the owner of the Space will institute legal proceedings against you seeking a judgment for possession of the Space, an order forfeiting the agreement under which you hold possession of the Space, a monetary judgment for all unpaid sums according to proof, damages (including punitive damages if permitted), reasonable attorney fees and costs of suit.

Payment demanded herein shall be made as follows:

Make rent payable to: _____

Name of person to deliver rent to: _____

Delivery address: _____

Telephone Number: () _____

The usual days and hours that the Park manager or other authorized agent will be present at the delivery address to receive rent payments are as follows:

Days: _____

Hours: _____

A "drop slot" is is not available for payment 24 hours a day, 7 days a week.

You are further notified that the owner elects to and does declare the forfeiture of the agreement under which you hold possession of the Space.

(The following "60-Day Notice To Remove or Sell Mobilehome" applies to you only if you fail to timely comply with the demands of the "Three-Day Notice To Perform Covenants Or Quit" set forth above.)

60-Day Notice To Remove or Sell Mobilehome

Additionally, **YOU ARE HEREBY NOTIFIED** that, if you fail to fully and timely comply with the demands of the "Three-Day Notice To Perform Covenants Or Quit" set forth above, then your tenancy in the Space is terminated.

Within sixty (60) days after service of this Notice upon you, you are required, at your election, to either sell or remove your mobilehome from the Space.

In other words, within the sixty-day period following service of this notice upon you, you may advertise your mobilehome for sale and sell it if you wish, and, unless otherwise permitted by law, management may not require the removal of your mobilehome from the Park in the event of its sale to a third party. However, Park management reserves the right to prior approval of any prospective purchaser of your mobilehome who desires to establish a tenancy in the Park. Such prior approval shall be evaluated pursuant to law and the Park's qualification guidelines and shall not unreasonably be withheld. In the event that you sell your mobilehome to a third party as provided for herein, you shall be required to pay all past due rent, utilities, and other reasonable incidental service charges for the Space and may be required to make certain repairs to your mobilehome as provided for by California law.

In the event you fail within sixty days of service of this notice to remove or sell your mobilehome as provided for by law, you are required to quit and deliver up possession of the Space to the Park Manager who is authorized to receive possession thereof, or legal proceedings for unlawful detainer will be instituted against you by the owners of the Space to declare the agreement under which you hold possession of the Space forfeited, recover possession of the Space and to recover treble rents and damages for your continued possession of the Space together with court costs and attorney fees.

This sixty-day notice does not extend the time within which you may pay the amount(s) due, but is provided only for the purpose of allowing you a reasonable time within which to either sell your mobilehome as provided for by law or locate another place to move your mobilehome. Notwithstanding any other rights you may have, your tenancy will not be reinstated or renewed by an attempted payment after the three-day period stated in the herein notice expires.

Finally, be advised that the California Civil Code provides that "In any action arising out of the provisions of this chapter, the prevailing party shall be entitled to reasonable attorney's fees and costs. A party shall be deemed a prevailing party for the purposes of this section if the judgment is rendered in his or her favor or where the litigation is dismissed in his or her favor prior to or during trial, unless the parties otherwise agree in the settlement or compromise."

These notices are intended as a three-day notice to perform covenants or quit and sixty-day notice to remove or sell your mobilehome as provided for by California law.

Date: _____

Owner/Agent/Manager

cc: Park Ownership & Management; Legal and Registered Owners; File

DECLARATION OF SERVICE OF NOTICE TO TENANT

I, the undersigned, declare that at the time of service of the papers herein referred to, I was at least eighteen (18) years of age, and that I served the following document:

3-DAY NOTICE TO PAY RENT OR QUIT & 60-DAY NOTICE TO REMOVE OR SELL MOBILEHOME; 3-DAY NOTICE TO PERFORM COVENANT OR QUIT & 60-DAY NOTICE TO REMOVE OR SELL MOBILEHOME

dated _____

on the following person(s):

on _____, by:

(Date of Service)

PERSONALLY DELIVERING a copy of the Notice to each of the above-named occupants at _____.

LEAVING a copy for each of the above-named occupants with a person of suitable age and discretion at the residence or usual place of business of the occupants, said occupants being absent therefrom; and,

MAILING by first-class mail on said date, a copy to each occupant by depositing such copies in the United States Mail, in a sealed envelope, with postage fully-prepaid, addressed to the above-named occupants at _____.

After having first made a due and diligent attempt to personally serve the above-referenced documents on the above-named occupants, but there being no person of suitable age or discretion to be found at any known place of residence or business of said occupants, by both **POSTING** a copy for each of the above-named occupants in a conspicuous place on the property therein described; and,

MAILING by first-class mail on said date, a copy to each occupant by depositing such copies in the United States Mail, in a sealed envelope, with postage fully-prepaid, addressed to the above-named occupants at _____.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

Executed on _____, at _____, California.

Owner/Agent/Manager