

NOTICE TO PERMANENTLY PERFORM COVENANT OR QUIT

TO: THOMAS SHEPARD

AND ALL OTHERS IN POSSESSION:

NOTICE IS HEREBY GIVEN that within three (3) days after the service upon you of this notice, you are hereby required to comply with the below described covenant or quit and deliver up possession of the subject premises to the undersigned or to SR HOUSING ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP ("OWNER") which is authorized to receive the same, or the undersigned will institute proceedings against you to recover possession of said premises, to recover court costs, attorney's fees as permitted by law, and you may be liable for additional statutory damages of up to SIX HUNDRED DOLLARS (\$600.00) in accordance with California Code of Civil Procedure Section 1174(b), as a result of your failure to comply with the terms of this notice UNLESS YOU PERFORM SAID COVENANT WITHIN THREE DAYS.

You are further notified that if you fail to perform or otherwise comply, Owner/Agent does hereby elect to declare the forfeiture of your Rental Agreement under which you hold possession of the above-described premises.

You are being served with this Notice by reason of the fact that you have breached covenants contained in your Lease or Rental Agreement, in that you have, contrary to the following provisions of your lease agreement and the tax credit rules and regulations which govern your tenancy done or omitted to do the following:

Pursuant to Paragraph 13 of your Lease Agreement, "Tenant will not violate any criminal or civil law, ordinance or statute in the use and occupancy of the Premises, commit waste or nuisance, annoy, molest or interfere with any other Tenant or neighbor."

Pursuant to Paragraph 18 of your Lease Agreement (in pertinent part), "Tenant must not engage in or permit unlawful or hazardous activities in the Premises, in the common areas, or on the project grounds, nor shall Tenant make or permit noises or acts that will disturb the rights or comfort of neighbors. Tenant further agrees not to harass, verbally abuse or denigrate Landlord, its agents and contractors."

You have violated the above stated provisions of your Lease Agreement by doing the following, all of which Management has been informed and does believe to be true:

On April 28, 2015, at approximately 12:30 p.m., you confronted Marisol Huerta, property manager for the Fountains, in an aggressive manner and complained in a loud voice that you were tired of hearing the dog belonging to a neighboring tenant bark. The other resident also approached Ms. Huerta and informed Ms. Huerta that you had threatened her and her dog with a broom. The other resident complained to Ms. Huerta that your brandishing of a broom and verbal threats greatly disturbed her and made her fearful for her safety. Such misconduct is a violation of Paragraphs 13 and 18 of your Lease Agreement and is grounds for the termination of your tenancy.

On April 29, 2015, you approached an employee of 1-Hour Drain, which was hired by Management to conduct plumbing work on the property, and began badgering the 1-Hour Drain employee with questions, making the 1-Hour Drain employee very uncomfortable. Monica Zamora, assistant property manager, witnessed you harassing the 1-Hour Drain employee and had to ask you to leave the 1-Hour Drain employee alone. A short while later, you were on your balcony and started screaming and shouting at a neighboring resident who was walking her dog. You then left your apartment, came down to the ground level, and continued to scream and shout at the resident while brandishing the broom in a menacing manner. Your behavior made the resident fearful for her safety. Such misconduct is a violation of Paragraphs 13 and 18 of your Lease Agreement and is good cause for the termination of your tenancy.

On June 8, 2015, at approximately 10:55 a.m., you confronted Ms. Zamora over the closure of the community's computer lab. You told Ms. Zamora, in a loud voice, that "MidPen is crap." You continued to shout and swear at Ms. Zamora, repeating your statement that "MidPen is bullshit," "crap," and that "MidPen is going down a black hole." Your aggressive demeanor and offensive language disturbed Ms. Zamora. You then went outside and confronted Ricard Haro, another MidPen employee, who was working with an inspector from the City of Mountain View. You yelled and screamed at Mr. Haro, again saying that MidPen is "shitty," "crap," and "does whatever they want with resident time." When Mr. Haro asked you to refrain from using foul language and offered to discuss your complaints in the leasing office, you refused and continued to scream and curse. Such misconduct is a violation of Paragraphs 13 and 18 of your Lease Agreement and is good cause for the termination of your tenancy.

On July 8, 2015, you were again badgering contractors hired by Management with questions. When Ms. Huerta approached you and asked you to leave the contractors alone, you began to scream and shout at Ms. Huerta, stating that all Management employees were "Nazis" and accused MidPen of engaging in illegal activities towards residents. Ms. Huerta asked you to lower your voice and come to the leasing office to discuss your problems, but you refused and continued to scream, curse, and shout. You continued to verbally harass Ms. Huerta as she walked away from you. Such misconduct is a violation of Paragraphs 13 and 18 of your Lease Agreement and is good cause for the termination of your tenancy.

On July 13, 2015, Ms. Huerta sent you a written warning letter informing you that your behavior on July 8, 2015, was a violation of the terms of your Lease Agreement and is grounds for the termination of your tenancy.

On July 22, 2015, you confronted Ms. Zamora while she was passing out flyers for residents. You accused Ms. Zamora of wearing "inappropriate" shoes, stating that "real property managers weren't allowed to wear them." You then proceeded to follow Ms. Zamora and another MidPen employee as they continued to pass out flyers. While you were following them you continued to shout and curse at them. You then attempted to take pictures of Ms. Zamora's shoes, claiming that you were going to forward them to her superiors so "they will know how ridiculous (she) looks." Ms. Zamora asked you to stop taking pictures, but you refused to. Several other residents witnessed the confrontation. Your behavior disturbed and offended Ms. Zamora. Such misconduct is a

violation of Paragraphs 13 and 18 of your Lease Agreement and is good cause for the termination of your tenancy.

On July 24, 2015, at approximately 8:00 a.m., Ms. Huerta arrived at the property to start her workday and discovered a flyer posted on her door that read "Marisol and Monica; power is abused; power is abused absolutely; gross immaturity." Identical letters were found on every apartment door throughout the community. Additional identical flyers were posted at another neighboring Mid-Pen property. A member of Management staff that lives onsite observed you in possession of a number of these flyers while sitting on a bench by the community playground. Ms. Huerta was offended and disturbed by your posting of these flyers throughout the community. Such misconduct is a violation of Paragraphs 13 and 18 of your Lease Agreement and is good cause for the termination of your tenancy.

On August 2, 2015, you were served with a Notice to Perform Covenant or Quit in which you were required, within three days, to permanently refrain from confronting, disturbing, menacing, or engaging in any manner of activity that is disturbing or offensive to neighboring residents and members of management staff, including but not limited to, shouting, screaming, cursing, following, verbally harassing, or posting defamatory flyers regarding other residents or members of management staff, or quit and deliver up possession of the premises to Management. Said Notice expired on August 5, 2015.

On September 4, 2015, at approximately 8:15 a.m., you entered the leasing office and confronted Ms. Huerta, telling her in a loud and angry voice that another resident of the community needed assistance with moving plants out of the way of construction workers. Ms. Huerta replied that the matter had already been taken care of, to which you responded in a loud and angry voice "MidPen doesn't give a shit about the residents!" Jason Garcia, another MidPen employee, heard your shouting, entered the office, and told you to leave. Your hostile and aggressive demeanor made Ms. Huerta fearful for her safety. That same day, at approximately 10:45 a.m., you went back to the leasing office and again confronted Ms. Huerta, telling her that a resident of the community was looking for a maintenance technician. You then proceeded to pull out your camera and started taking pictures of Ms. Huerta without her consent or permission. Ms. Huerta again told you to leave the office, but you only did so after Ms. Huerta told another member of management staff to call the police. Your hostile and aggressive demeanor made Ms. Huerta fearful for her safety. Such misconduct is a violation of Paragraphs 13 and 18 of your Lease Agreement and is good cause for the termination of your tenancy.

On September 9, 2015, at approximately 4:50 p.m., you entered the leasing office and confronted Monica Zamora, a member of management staff, accusing MidPen of hiring private investigators to stalk and harass you. You told Ms. Zamora "thanks to you guys and MidPen I'll be sitting in a jail cell pissing in a metal bucket" and that "Deb Sobek and her soldiers are the reason I haven't been able to sleep for the past weeks." You continued to yell at, and berate, Ms. Zamora, making her fearful for her safety. Ms. Zamora was forced to leave the leasing office to get away from you. Such misconduct is a violation of Paragraphs 13 and 18 of your Lease Agreement and is good cause for the termination of your tenancy.

YOU MUST PERMANENTLY COMPLY WITH THE ABOVE COVENANT WITHIN THE NEXT THREE (3) DAYS BY REFRAINING FROM CONFRONTING, DISTURBING, MENACING, OR ENGAGING IN ANY MANNER OF ACTIVITY THAT IS DISTURBING OR OFFENSIVE TO NEIGHBORING RESIDENTS AND MEMBERS OF MANAGEMENT STAFF, INCLUDING BUT NOT LIMITED TO, SHOUTING, SCREAMING, CURSING, FOLLOWING, VERBALLY HARASSING, TAKING PICTURES OF RESIDENTS OR MEMBERS OF MANAGEMENT STAFF WITHOUT CONSENT, OR POSTING DEFAMATORY FLYERS REGARDING OTHER RESIDENTS OR MEMBERS OF MANAGEMENT STAFF.

The premises herein referred to is situated in the City of MOUNTAIN VIEW, County of SANTA CLARA, State of California, designated by the number and street as 2005 SAN RAMON AVENUE, #E724.

Dated: 9/11/2015

By: 
Attorney for Agent/Landlord

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September 11, 2015

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RE: 2005 San Ramon Avenue, #E724, Mountain View, CA

Dear Mr. Shepard:

Our law firm has been retained to proceed with the eviction process if you fail to comply with the notice that has been served. This process will begin with the filing of an unlawful detainer lawsuit case against you.

Please be advised that your failure to comply with the notice could ultimately result in a judgment against you.

You may avoid a lawsuit if you choose to comply with the terms set forth in the notice. If you desire to contact our firm regarding this matter, please communicate in writing only; we will not discuss this case with you over the telephone or in person. Your cooperation is appreciated.

We have been advised by our client that you have invited its executives and board of directors to a meeting on September 14, 2015, at the Palo Alto City Library. Please be advised that due to the short notice and unilateral nature of the scheduling of this meeting, the executives and directors of our client must respectfully decline your invitation at this time. With that said, our client is prepared to engage in a mediation of your issues and disputes with an independent and impartial mediator. If you are inclined to accept this offer of mediation please contact our firm, in writing only, so that a date may be arranged.

Very Truly Yours,

KIMBALL, TIREY & ST. JOHN LLP



Justin A. Brewer
Attorney at Law