

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 confronted a neighboring resident, who was walking her dog. You were on your apartment balcony screaming and shouting at the resident, while brandishing a broom. 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 grounds 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 grounds 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 grounds 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 grounds 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 grounds 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, 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: 7/30/2015

By: 
Attorney for Agent/Landlord

Kimball, Tirey & St. John LLP

Dave E. Abad
 Julia M. Adams
 Jonathan D. Alvanos
 R. Scott Andrews
 A. Gary Arakelian
 Helaine S. Ashton
 Abraham M. Bagheri
 Shawn K. Bankson
 Leanne E. Barbat
 Taylor S. Baumann
 Eric M. Bray
 Justin A. Brewer
 Richard L. Brown
 Anthony W. Burton
 Judy Y. Chiang
 Calvin Clements III
 Michaelene H. Cody

Patricia A. Coyne
 Shelley M. Crawford
 Lynn N. Dover
 Chris J. Evans
 Rebecca J. Fortune
 Eduardo Garcia
 Paul L. Goodwin
 Eli A. Gordon
 Susan E. Greek
 Alejandra Mendez Hall
 Melissa M. Hernandez
 Matthew J. Hogan
 Adrienne R. Kelly
 Roy S. Kim
 Ted Kimball
 Danielle T. Kussler
 Susan E. Lamson

500 Ygnacio Valley Road, Suite 290
 Walnut Creek, California 94596
 Telephone: (925) 469-1690
 Facsimile: (925) 469-2655
 www.kts-law.com

July 30, 2015

Kenneth E. Lange
 Susan J. Lein
 Eftren A. Limbag
 James R. McKinley
 James O. McLaughlin
 Craig D. McMahon
 Steven J. Mehlman
 Stephen J. Modafferi
 Kristin D. Molloy
 Lyra D. Myers
 D. Patrick O'Laughlin
 Abel Ortiz
 Richard A. Ostrow
 Lisa K. Padilla
 Christine M. Relph
 Daniel Riley
 Ashley N. Rossetto

Karl P. Schlecht
 Kenneth D. Schnur
 Charles Scott
 Daniel R. Segnit
 Sherman Shew
 Puneet K. Singh
 Gurmukh Sohal
 Cynthia D. Stelzer
 Jamie J. Sternberg
 Wendy St. John
 Mahesh Subramanian
 Robert C. Thorn
 Patricia H. Tirey
 Gary D. Urie
 Erik S. Velie
 David C. Williamson
 Robert H. Winter, Jr.

Justin A. Brewer, Attorney at Law
 Email: justin.brewer@kts-law.com

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

Dear Occupant(s):

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.

Very Truly Yours,

KIMBALL, TIREY & ST. JOHN LLP



Justin A. Brewer
 Attorney at Law

