

**Mobile Home Park Name
MHP Street Address
City, State, Zip**

DATE: April 18, 2016

TO: Homeowner Name

PREMISES: 123 Street Name (Space Number), City, State, Zip
(Hereinafter the "Premises")

Re: SEVEN (7) DAY NOTICE (Civil Code §799.90)

Dear:

I am the park manager for **Mobile Home Park Name** (hereinafter the "Park").

As you are aware, you are bound by the terms and conditions of the Rules and Regulations, Rental Agreement, and Residency Documents of the Park. These Residency Documents provide, in pertinent part, that you must conform to, and abide by, the provisions and terms set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

Furthermore, California Civil Code 798.56 provides, in part, that a tenancy in a mobilehome park may be terminated as follows:

A tenancy shall be terminated by the management only for one or more of the following reasons:

(b) Conduct by the homeowner or resident, upon the park premises, that constitutes a substantial annoyance to other homeowners or residents.

(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.

No act or omission of the homeowner or resident shall constitute a failure to comply with a reasonable rule or regulation unless and until the management has given the homeowner written notice of the alleged rule or regulation violation and the homeowner or resident has failed to adhere to the rule or regulation within seven days. However, if a homeowner has been given a written notice of an alleged violation of the same rule or regulation on three or more occasions within a 12-month period after the homeowner or resident has violated that rule or regulation, no written notice shall be required for a subsequent violation of the same rule or regulation.

With regard to each of the above referenced violations, the Park Manager has knowledge of these activities and conditions. These activities and conditions have occurred and have been located in and around your mobilehome space. Additionally, with respect to each of the violations noted above, other residents of the mobilehome park have personally observed each of these violations.

Pursuant to the Mobilehome Residency Law, set forth above, the foregoing constitutes the grounds upon which your tenancy may be terminated. Each violation listed above constitutes a separate and independent reason and ground for termination of your tenancy. Therefore, I must stress that your continuing course of nonconforming conduct and behavior must immediately cease.

It is important for you to understand the effect of your future conduct and behavior relative to your tenancy in the Park. If you do not cure the violation set forth above within 7 days after service of this notice upon you, then your tenancy within the Park shall be terminated by service of a 60 day notice of termination of tenancy.

The basic effects of the Sixty (60) Day Notice are as follows:

1. Your tenancy in the Park is terminated on the day the Sixty (60) Day Notice is served upon you, not sixty days later. In other words, the sixty days are provided solely for the purpose of giving you a reasonable time in which to locate a place to move or sell your mobilehome, not to make up your mind as to whether you wish to remedy these violations.

2. The termination of your tenancy means that you must leave the Park. Further, within the sixty days after service of a Sixty (60) Day Notice, you may advertise your mobilehome for sale and sell or otherwise transfer it if you wish, but you may not represent that it may remain at its present location after it is sold or otherwise transferred unless you pay past due rent and utilities upon the sale of the mobilehome as provided by Civil Code §§ 798.55(b)(1) and (2), with the Park reserving its right to require removal of the mobilehome pursuant to Civil Code § 798.73.

3. After the expiration of such sixty day period, the mobilehome may not remain at its present location and must be removed on sale or other transfer.

4. Both the California Civil Code Sections relating to mobilehome parks and the Park's Rental Agreement provide that you will be obligated to pay all legal fees and costs incurred by my client in terminating your tenancy. Typically, such fees and costs are very substantial. Therefore, as I am confident my client will prevail, I urge you to begin now to put aside sufficient monies in order that you can pay these sums to my client. In this regard, I would estimate that legal fees and costs will amount to several thousand dollars. As you can understand, this is a high price to pay for these continued violations.

Be advised that pursuant to this seven (7) day notice, we do not waive or in any way prejudice its right to seek any other relief to which my client may be other entitled under the Mobilehome Residency Law, the Park's Residency Documents, or other State or Local law. For example, should we determine that any conduct of any resident or guest of your recreational vehicle constitutes a substantial annoyance to other tenants, we may terminate your tenancy through the issuance of a 60 day notice of termination without any prior notice whatsoever. Additionally, we may file an action against you, seeking monetary damages for the above referenced violations. Finally, the above cited violations constitute a public nuisance, under the provisions of Section 798.87 of the California Civil Code, which provides:

"798.87(b) The substantial violation of a mobilehome park rule shall be deemed a public nuisance. Notwithstanding the provisions of Section 3491, such a nuisance only may be remedied by a civil action or abatement."

Demand is hereby made upon you to cease, desist, and to abate the violations above referenced, which constitute a public nuisance.

TAKE NOTICE THAT, PURSUANT TO CALIFORNIA CIVIL CODE SECTION 799.70 (e) THE MANAGEMENT OF THE PARK HEREBY GIVES YOU NOTICE OF THE ABOVE REFERRED TO VIOLATIONS. YOU HAVE SEVEN (7) DAYS AFTER RECEIPT OF THIS NOTICE TO REMEDY THE ABOVE SPECIFIED VIOLATIONS. IF YOU DO NOT COMPLY AND REMEDY EACH AND EVERY ONE OF THE ABOVE SPECIFIED VIOLATIONS WITHIN THAT TIME, THE NOTICE OF TERMINATION OF YOUR TENANCY IN THE PARK WILL BE ISSUED TO YOU AND YOU WILL BE REQUIRED WITHIN 60 DAYS THEREAFTER, AS DESCRIBED ABOVE, TO MOVE FROM THE SPACE YOU PRESENTLY OCCUPY AND TO REMOVE YOUR PERSONAL PROPERTY FROM THE PARK.

If you have any questions or comments concerning this notice, please contact me.

By: _____
Park Manager Name
Park Manager of Park Name

EXHIBIT "A"

I. PROVISIONS OF RESIDENCY DOCUMENTS VIOLATED:

RULES AND REGULATIONS

II. DESCRIPTION OF VIOLATIONS:

III. CURE OF VIOLATIONS:

WITHIN SEVEN (7) DAYS AFTER THE SERVICE OF THIS NOTICE UPON YOU, YOU MUST:

1.

2.

3.