

Three Day Notice to Surrender Possession

To _____

And all other occupants in possession

for the premises located at _____ 31460 Ceanothus Dr. _____ Unit # _____ (if applicable),
City _____ Laguna Beach _____, California 92651

Notice is hereby given that within three (3) days after service of this Notice, you are required to quit and deliver up possession of the subject premises to the undersigned or to:

Roger and Deanna Faselt

who is authorized to receive the same, or the undersigned will institute legal proceedings to recover possession of said premises which could result in a judgment against you and all other Residents in possession, including attorneys' fees and court costs, as allowed by law, plus Owner may recover an additional punitive award of six hundred dollars (\$600) in accordance with California law for such unlawful detention.

You are being served with this Notice because you have either failed to cure a material breach of your rental agreement pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure, after being issued a written notice to correct the violation [Civil Code Section 1946.2(c)], or you have used the subject premises in an illegal, improper or unauthorized manner, as defined by California Code of Civil Procedure §1161(4), in that you:

You were served with a Notice to Perform Covenants or Quit on May 14, 2024 directing you to remove the unauthorized animals from the premises and restore the premises to its original condition by removing all alterations made to the small garage, reserved for the Owner, and return the Owner's personal property that was stored there and restore the double car garage to its original unaltered condition by removing the pool room. You have failed to cure these violations. Due to your failure to cure, you are directed to permanently vacate the premises within this notice period.

May 29, 2024

Roger and Deanna Faselt

Date

Lessor / Agent for Lessor

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Notice to Perform Conditions and/or Covenants or Quit

To: _____

And all other occupants in possession of the Premises located at:
31460 Ceanothus Dr
Laguna Beach, CA 92651

PLEASE TAKE NOTICE that you have failed to perform the Conditions and/or Covenants of the lease or agreement by which you occupy the Premises. The Conditions and/or Covenants not performed are described as follows (*include dates and times of violations and names of witnesses if required by local ordinance*):

you have failed to pay late charges pursuant to paragraph 6(A) of your Lease for March 1, 2024 rent due, received April 18; April 1, 2024 rent due, received on April 25; and May 1, 2024 rent due, received on May 13 [wire appears to be in process] Late fees are \$750.00 for each default, three months late fees are \$2,250.00.

you are maintaining a dog and a cat on the Premises without the Owner's prior written consent, in violation of paragraph 13 of the Lease. The dog has been observed off leash, has aggressively charged a neighbor's dog, and has relieved itself numerous times on the gravel by your neighbor's mailbox without you cleaning up after it.
you have altered the Premises in violation of paragraph 17 in that you have removed the lock on the small garage, reserved for the Owner, and have removed all of the Owner's personal property stored there and have converted it to an exercise area by installing lights and other alterations. The double car garage has been altered as a pool room making it impossible to park any vehicle inside any garage, in violation of the Lease. You have been observed leaving your trash cans out on the street for extended periods of time in violation of the community rules.

WITHIN THREE [or THREE (3)] DAYS, whichever is longer, after service of this notice, excluding Saturdays, Sundays and other judicial holidays, you must perform or cure the conditions and/or covenants or move out of the Premises.

You are further notified that the Lessor hereby elects to declare the forfeiture of your Lease/Rental Agreement. If you fail to perform or otherwise comply, the Lessor will begin legal proceedings to recover possession of the Premises which could result in a judgment against you for any amounts due, holdover damages, and up to six hundred dollars (\$600.00) pursuant to CCP §1174(b), and all other remedies allowed by law, plus costs and attorneys' fees. Be advised that your failure to comply shall not relieve you of any future obligations you may have for any unexpired lease term. If this notice demands payment:

Payment should be made payable to: Roger or Deanna Faselt
Person to deliver Payment to: Roger or Deanna Faselt
Address: 37 Grey Feather Dr
Las Vegas, NV 89135
Telephone Number: 702.303.0056

The usual days and hours for payment are Monday through Friday, 9:00 am to 5:00 pm, or _____
Payment may be made by money order, certified check, or by personal check if permitted by your rental agreement.

May 13, 2024

Date

Roger and Deanna Faselt

Lessor

This notice was sent by a debt collector. Any information provided by you will be used for that purpose. Unless you dispute the validity of the amount demanded, or any portion thereof, within thirty days after receipt of this notice, the debt will be assumed to be valid by the debt collector. If you notify the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against you and a copy of such verification, or judgment, will be mailed to you by the debt collector. Upon your written request within the thirty-day period, the debt collector will provide you with the name and address of the original creditor, if different from the current creditor.

Law Firm representing Lessor:
The Durringer Law Group, PLC
181 S. Old Springs Road, First Floor
Anaheim Hills, CA 92808

