

July 23, 2018

**NOTICE TO CURE DEFAULT OR QUIT**  
**(21/30 DAY NOTICE)**

TO: Mr. Kenneth Hauge and Ms. Liv Hauge



**VIA: 1<sup>ST</sup> CLASS MAIL, CERTIFIED, RETURN RECEIPT REQUESTED, AND  
HAND POSTED ON DOOR**

Please allow this letter to give you formal notice from Landlord pursuant to Virginia Code §55-248.31 that your tenancy in Apartment [REDACTED] (the "Property") located in the Evergreen at Smith Run with a street address of [REDACTED] in Fredericksburg, Virginia (the "Community"), will terminate on August 31, 2018 (a date which is not less than 30 days from the date of this notice), unless you cure the breach of the terms of your tenancy within twenty-one (21) days of the date of this notice.

You have breached the terms of your Lease by engaging in conduct which has caused, and continues to cause, serious and substantial disturbances with other residents of the Community, including, without limitation, operating an unauthorized business in Community facilities and interfering with other residents' use of Community facilities. Landlord has received a series of complaints over the past several months regarding your conduct at the Community. Specifically, Landlord has learned that you have hosted Bible study classes in the Club Room and have recently opened up these Bible study classes to non-residents of the Community. Landlord has received complaints from other residents that when they attempt to use the Club Room while you are hosting a Bible study class, they are being "harassed" and pressured to join the Bible study class, making them feel so uncomfortable, that they leave the Club Room to avoid confrontation. Landlord has also learned that you show religious films on Sunday evenings, followed by a group discussion on the religious film. This activity has resulted in complaints to Landlord similar to those related to the Bible study class. Landlord has also learned that you have commenced "counseling" of both residents and non-residents in the Club Room and have prevented other residents of the Community from entering and using the Club Room for previously scheduled activities during your "counseling" sessions. As indicated, multiple residents have stated to Landlord that they feel uncomfortable using the Club Room due to the frequency of religious activities and the interactions with you and your guests (both residents and non-residents) when the complaining residents attempt to use the Club Room. Some residents have even stated that they will be vacating the Community at the conclusion of their respective Lease term due to your interference with their ability to peacefully enjoy the Community and its facilities.

Your attention is called to Paragraph 19 of your Lease, which states in pertinent:

**19. LIMITATIONS ON CONDUCT:** ... Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited – except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

Your attention is further called to Paragraph 20 of your Lease, which states in pertinent part:

**20. PROHIBITED CONDUCT:** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner, disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations....

Your attention is further called to the Community Rules and Regulations Addendum to your Lease which states in pertinent part:

CC. Tenant shall in general not act or fail to act in any manner which unreasonably interferes with the rights, comfort and convenience of other tenants, or interferes with the performance by employees, agents and contractors of The Evergreen of their respective duties.

Further still, the Request for Club Room form used at the Community for any events to be held in the Club Room provides in in pertinent part that:

Club Room is for the sole use and enjoyment of the residents of The Evergreens at Smith Run and may be reserved to include the following types of gatherings:

- ▶ Bridal Showers
- ▶ Birthday parties for adults (over 18)
- ▶ Wedding Receptions
- ▶ Funeral Gathering
- ▶ Resident Socials
- ▶ Pot luck dinner functions
- ▶ Resident social activities
- ▶ Resident Seminars sponsored by management

The Club Room is not open to the general public nor shall it be used for any political fundraisers or functions of those outside of the building.

Management reserves the right to cancel/disapprove any activity/function that does not conform to, or be construed as, a resident social activity/function as outlined above.

If you do not cure the above-listed breaches by the twenty-first (21<sup>st</sup>) day after receipt of this notice by taking the following actions: (a) submitting a completed Request for Club Room form and appropriate deposit to Landlord in advance of any activity you seek to hold in the Club Room and complying with Landlord's determination as to whether the requested activity/function is permitted; (b) cease holding Bible study classes, religious movie screenings and/or "counseling" sessions in the Club Room; (c) cease using the Club Room during times that the same has been reserved by other residents of the Community and/or otherwise prohibiting or impeding other residents from using the Club Room when it is not reserved for a Landlord approved activity/function and otherwise open and available to all residents of the Community on a non-exclusive basis; (d) cease conducting any business operations in the Apartment and the Community (including, without limitation, the Club Room) other than those expressly permitted under your Lease (Bible study class, religious movie screenings and "counseling" sessions are not permitted "at home" business operations pursuant to your Lease, nor permitted activities in the Club Room); then your tenancy will terminate as of August 31, 2018 (a date which is not less than thirty (30) days after receipt of this Notice) and you must quit and vacate the Property by no later than 11:59:59 on that date.

If you do not comply with the terms of this Notice, then the Landlord will be entitled to file a Summons for Unlawful Detainer against you with the Fredericksburg General District Court to obtain possession of the Property, including a request for an award of costs and/or damages incurred by the Landlord (*i.e.*, attorneys' fees and court costs).

If the breach is remedied prior to the twenty-first (21<sup>st</sup>) day after receipt of this notice, then the Lease shall not be terminated.

**Please be advised that this 21/30 Notice is in no way based on your religious beliefs and/or practices or requesting that you cease practicing your religion. This 21/30 Notice is addressing complaints Landlord has received from residents of the Community related to incidents occurring in the Club Room in which you have been involved.**

In the event that any rental payments are made during this 21/30 day notice period or thereafter, they will be accepted with complete reservation by the landlord of all rights, claims, and remedies it has and/or may have against you and without waiving any such claims, rights, and remedies (*i.e.*, your Landlord will have the right to proceed against you to regain possession of your apartment based upon your violations of your lease as set forth in this notice).

If you have any questions, do not hesitate to contact Landlord's legal counsel, Joshua M. Greenberg, Esq., at [REDACTED]

[REDACTED]  
[REDACTED]  
✓ LANDLORD/AGENT

SERVED THIS 23<sup>rd</sup> DAY  
OF JULY 2018  
BY [REDACTED]

At 4:15pm.

cc: Tenant File  
[REDACTED]