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HOUSE BILL 20-1196

BY REPRESENTATIVE(S) Hooton and McCluskie, Bird, Buckner, Buentello, Caraveo, Cutter, Duran, Esgar, Exum, Froelich, Gonzales-Gutierrez, Gray, Herod, Jackson, Jaquez Lewis, Kennedy, Kipp, McLachlan, Melton, Michaelson Jenet, Mullica, Roberts, Singer, Sirota, Snyder, Sullivan, Titone, Valdez A., Weissman, Woodrow, Becker; also SENATOR(S) Fenberg and Lee, Bridges, Danielson, Donovan, Fields, Ginal, Gonzales, Hansen, Moreno, Pettersen, Rodriguez, Story, Todd, Winter, Garcia.

CONCERNING UPDATES TO THE LAWS GOVERNING MOBILE HOME PARKS.

*Be it enacted by the General Assembly of the State of Colorado:*

**SECTION 1.** In Colorado Revised Statutes, **repeal and reenact, with amendments**, 38-12-201.5 as follows:

**38-12-201.5. Definitions.** AS USED IN THIS PART 2 AND PART 11 OF THIS ARTICLE 12, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) "ENTRY FEE" MEANS ANY FEE PAID TO OR RECEIVED FROM AN OWNER OF A MOBILE HOME PARK OR AN AGENT THEREOF EXCEPT FOR:

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*Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.*

(a) RENT;

(b) A SECURITY DEPOSIT TO PAY FOR ACTUAL DAMAGES TO THE PREMISES OR TO SECURE RENTAL PAYMENTS;

(c) FEES CHARGED BY ANY GOVERNMENTAL AGENCY OF THE STATE, A COUNTY, A TOWN, OR A CITY;

(d) UTILITIES; AND

(e) INCIDENTAL REASONABLE CHARGES FOR SERVICES ACTUALLY PERFORMED BY THE MOBILE HOME PARK OWNER OR THE HOME OWNER'S AGENT AND AGREED TO IN WRITING BY THE HOME OWNER.

(2) "HOME OWNER" MEANS ANY PERSON OR FAMILY OF A PERSON WHO OWNS A MOBILE HOME THAT IS SUBJECT TO A TENANCY IN A MOBILE HOME PARK UNDER A RENTAL AGREEMENT.

(3) "MANAGEMENT" OR "LANDLORD" MEANS THE OWNER OR PERSON RESPONSIBLE FOR OPERATING AND MANAGING A MOBILE HOME PARK OR AN AGENT, EMPLOYEE, OR REPRESENTATIVE AUTHORIZED TO ACT ON THE MANAGEMENT'S BEHALF IN CONNECTION WITH MATTERS RELATING TO TENANCY IN THE PARK.

(4) "MANAGEMENT VISIT" MEANS AN ENTRY BY MANAGEMENT ON A MOBILE HOME LOT.

(5) "MOBILE HOME" MEANS:

(a) A SINGLE-FAMILY DWELLING THAT IS BUILT ON A PERMANENT CHASSIS; IS DESIGNED FOR LONG-TERM RESIDENTIAL OCCUPANCY; CONTAINS COMPLETE ELECTRICAL, PLUMBING, AND SANITARY FACILITIES; IS DESIGNED TO BE INSTALLED IN A PERMANENT OR SEMIPERMANENT MANNER WITH OR WITHOUT A PERMANENT FOUNDATION; AND IS CAPABLE OF BEING DRAWN OVER PUBLIC HIGHWAYS AS A UNIT OR IN SECTIONS BY SPECIAL PERMIT; OR

(b) A MANUFACTURED HOME, AS DEFINED IN SECTION 38-29-102 (6), IF THE MANUFACTURED HOME IS SITUATED IN A MOBILE HOME PARK.

(6) "MOBILE HOME PARK" OR "PARK" MEANS A PARCEL OF LAND

USED FOR THE CONTINUOUS ACCOMMODATION OF FIVE OR MORE OCCUPIED MOBILE HOMES AND OPERATED FOR THE PECUNIARY BENEFIT OF THE OWNER OF THE PARCEL OF LAND OR THE OWNER'S AGENTS, LESSEES, OR ASSIGNEES. "MOBILE HOME PARK" DOES NOT INCLUDE MOBILE HOME SUBDIVISIONS OR PROPERTY ZONED FOR MANUFACTURED HOME SUBDIVISIONS.

(7) "MOBILE HOME SPACE", "SPACE", "MOBILE HOME LOT", OR "LOT" MEANS A PARCEL OF LAND WITHIN A MOBILE HOME PARK DESIGNATED BY THE MANAGEMENT TO ACCOMMODATE ONE MOBILE HOME AND ITS ACCESSORY BUILDINGS AND TO WHICH THE REQUIRED SEWER AND UTILITY CONNECTIONS ARE PROVIDED BY THE PARK.

(8) "PREMISES" MEANS A MOBILE HOME PARK AND EXISTING FACILITIES AND APPURTENANCES OF THE PARK, INCLUDING FURNITURE AND UTILITIES WHERE APPLICABLE, AND GROUNDS, AREAS, AND EXISTING FACILITIES HELD OUT FOR THE USE OF HOME OWNERS GENERALLY OR THE USE OF WHICH IS PROMISED TO HOME OWNERS.

(9) "RENT" MEANS ANY MONEY OR OTHER CONSIDERATION TO BE PAID TO THE MANAGEMENT FOR THE RIGHT OF USE, POSSESSION, AND OCCUPATION OF THE PREMISES.

(10) "RENTAL AGREEMENT" MEANS AN AGREEMENT, WRITTEN OR IMPLIED BY LAW, BETWEEN THE MANAGEMENT AND A HOME OWNER ESTABLISHING THE TERMS AND CONDITIONS OF A TENANCY, INCLUDING REASONABLE RULES AND REGULATIONS PROMULGATED BY THE PARK MANAGEMENT. A LEASE IS A RENTAL AGREEMENT.

(11) "RESIDENT" MEANS AN INDIVIDUAL WHO RESIDES IN A MOBILE HOME THAT IS LOCATED IN A MOBILE HOME PARK, REGARDLESS OF WHETHER THE INDIVIDUAL IS THE HOME OWNER.

(12) "RETALIATORY ACTION" INCLUDES:

(a) INCREASING RENT OR DECREASING SERVICES IN A SELECTIVE OR EXCESSIVE MANNER, OR IN A NONUNIFORM MANNER TO THE EXTENT THAT THE NONUNIFORM INCREASE OR DECREASE IS UNRELATED TO A LEGITIMATE BUSINESS PURPOSE;

(b) ISSUING MANDATORY FEES IN A SELECTIVE OR EXCESSIVE

MANNER, OR IN A NONUNIFORM MANNER TO THE EXTENT THAT THE NONUNIFORM ISSUANCE OF THE FEES IS UNRELATED TO A LEGITIMATE BUSINESS PURPOSE;

(c) ISSUING WARNINGS, CITATIONS, OR FINES THAT ARE NOT LAWFUL;

(d) SERVING NOTICES OR THREATENING EVICTION WHEN THE NOTICES OR THREATS ARE NOT REASONABLY JUSTIFIED;

(e) BILLING A HOME OWNER IN A SELECTIVE OR EXCESSIVE MANNER, OR IN A NONUNIFORM MANNER TO THE EXTENT THAT THE NONUNIFORM BILLING IS UNRELATED TO A LEGITIMATE BUSINESS PURPOSE, FOR AN ITEM OR SERVICE FOR WHICH THE HOME OWNER HAS NOT PREVIOUSLY BEEN BILLED;

(f) CREATING OR MODIFYING RULES AND REGULATIONS OF THE PARK THAT ARE NOT REASONABLY RELATED TO A LEGITIMATE PURPOSE;

(g) SELECTIVELY ENFORCING RULES OR REQUIREMENTS OF THE PARK;

(h) CONDUCTING MANAGEMENT VISITS THAT ARE SELECTIVE, NONUNIFORM, OR EXCESSIVE; EXCEPT THAT THIS SUBSECTION (12)(h) DOES NOT INCLUDE MANAGEMENT VISITS THAT ARE CONDUCTED FOR THE PURPOSE OF PROVIDING NOTICES THAT ARE REQUIRED BY LAW OR BY A RENTAL AGREEMENT;

(i) ALTERING OR REFUSING TO RENEW AN EXISTING RENTAL AGREEMENT;

(j) SURVEILLING A HOME OWNER WHO SUBMITS AN ORAL OR WRITTEN COMPLAINT ABOUT A MOBILE HOME PARK TO THE MANAGEMENT OR TO ANY FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY; EXCEPT THAT THIS SUBSECTION (12)(j) DOES NOT INCLUDE ROUTINE, NONEXCESSIVE COMMUNITY INSPECTIONS OR DOCUMENTING, PHOTOGRAPHING, OR RECORDING OF VIOLATIONS OF LAW, THE RENTAL AGREEMENT, OR THE RULES AND REGULATIONS OF THE PARK; OR

(k) REPORTING OR PUBLICIZING DAMAGING INFORMATION ABOUT A HOME OWNER WHO SUBMITS AN ORAL OR WRITTEN COMPLAINT ABOUT A MOBILE HOME PARK TO THE MANAGEMENT OR TO ANY FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY.

(13) "TENANCY" MEANS THE RIGHT OF A HOME OWNER TO:

(a) LOCATE, MAINTAIN, AND OCCUPY A MOBILE HOME, INCLUDING ACCESSORY STRUCTURES FOR HUMAN HABITATION, ON A SPACE WITHIN A PARK;

(b) MAKE IMPROVEMENTS TO THE SPACE; AND

(c) USE THE SERVICES AND FACILITIES OF THE PARK.

**SECTION 2.** In Colorado Revised Statutes, 38-12-202, **amend** (1)(c) and (3); **repeal** (2); and **add** (4) as follows:

**38-12-202. Tenancy - notice to quit.** (1) (c) (I) Except as otherwise provided in ~~subparagraph (H) of this paragraph (c)~~ the SUBSECTIONS (1)(c)(II) AND (3) OF THIS SECTION, THE MANAGEMENT SHALL GIVE A home owner ~~shall be given a period of not less than~~ AT LEAST ~~sixty~~ NINETY days AFTER THE DATE THE NOTICE IS SERVED OR POSTED TO SELL THE MOBILE HOME OR remove ~~any mobile home~~ IT from the premises. ~~from the date the notice is served or posted. In those situations where a mobile home is being leased to, or occupied by, persons other than its owner and in a manner contrary to the rules and regulations of the landlord, then in that event, the tenancy may be terminated by the landlord upon giving a thirty-day notice rather than said sixty-day notice.~~

(II) If ~~the~~ MANAGEMENT TERMINATES A tenancy ~~is terminated~~ on grounds ~~specified~~ DESCRIBED in section 38-12-203 (1)(f), THE MANAGEMENT SHALL GIVE the home owner ~~shall be given a period of not less than~~ AT LEAST ten days AFTER THE DATE THE NOTICE IS SERVED OR POSTED TO SELL THE MOBILE HOME OR remove ~~any mobile home~~ IT from the premises. ~~from the date the notice is served or posted.~~

(2) ~~No lease shall contain any provision by which the home owner waives his or her rights under this part 2, and any such waiver shall be deemed contrary to public policy and shall be unenforceable and void. In those situations where a mobile home is being leased to, or occupied by, persons other than its owner and in a manner contrary to the rules and regulations of the landlord, then, in that event, the tenancy may be terminated by the landlord upon giving a thirty-day notice rather than said sixty-day notice.~~

(3) IN ANY NOTICE PROVIDED BY THE MANAGEMENT AS REQUIRED BY THIS SECTION, ~~the landlord or management of a mobile home park~~ shall specify ~~in the notice required by this section~~, the reason for the termination, as described in section 38-12-203, of ~~any~~ THE tenancy ~~in such mobile home park~~ THAT IS THE SUBJECT OF THE NOTICE. If the MANAGEMENT IS TERMINATING THE tenancy ~~is being terminated based on~~ BECAUSE the mobile home or mobile home lot ~~being~~ IS OUT OF COMPLIANCE WITH LOCAL ORDINANCES OR STATE LAWS OR RULES RELATING TO MOBILE HOMES AND MOBILE HOME LOTS, AS DESCRIBED IN SECTION 38-12-203 (1)(a), OR out of compliance with ~~the~~ WRITTEN rules and regulations ~~adopted pursuant to~~ OF THE MOBILE HOME PARK, AS DESCRIBED IN section 38-12-203 (1)(c), the notice ~~required by this section shall~~ MUST include a statement advising the home owner that the home owner has a right to cure the noncompliance within ~~thirty~~ NINETY days ~~of~~ AFTER the date of service or posting of the notice to quit. ~~The thirty-day~~ THIS NINETY-DAY period ~~to cure any noncompliance set forth in this subsection (3) shall run~~ RUNS concurrently with the ~~sixty-day~~ NINETY-DAY period to SELL THE MOBILE HOME OR remove ~~a mobile home~~ IT from the premises as set forth in ~~paragraph (c) of subsection (1) and subsection (2)~~ SUBSECTION (1)(c)(I) of this section. RENT PAYMENT AND OTHER AGREED TENANT OBLIGATIONS REMAIN IN EFFECT DURING THIS NINETY-DAY PERIOD, AND acceptance of rent by ~~the~~ A landlord ~~or management of a mobile home park~~ during ~~the thirty-day~~ THIS NINETY-DAY ~~right-to-cure~~ period set forth in section 38-12-203 (1)(c) shall DOES not constitute a waiver of the landlord's right to terminate the tenancy for any noncompliance ~~set forth~~ DESCRIBED in section 38-12-203 ~~(1)(c)~~ (1)(a) OR (1)(c).

(4) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SECTION, IN ANY ACTION TO TERMINATE A HOME OWNER'S TENANCY BASED ON A VIOLATION DESCRIBED IN SECTION 38-12-203 (1)(a), THE PERIODS OF TIME SET FORTH IN THIS SECTION TO PROVIDE HOME OWNERS NOTICE OR A RIGHT TO CURE ARE SUPERSEDED BY ANY LOCAL ORDINANCES, STATE LAWS OR RULES, OR COURT ORDERS THAT REQUIRE A HOME OWNER'S COMPLIANCE WITHIN A SHORTER TIME PERIOD.

**SECTION 3.** In Colorado Revised Statutes, 38-12-203, **amend** (1) introductory portion, (1)(a), (1)(c), (1)(d)(II), (1)(e), (1)(f)(III), and (1)(f)(IV); and **repeal** (1)(b) as follows:

**38-12-203. Reasons for termination.** (1) THE MANAGEMENT OF A

MOBILE HOME PARK MAY TERMINATE a tenancy ~~shall be terminated pursuant to this part 2~~ only for one or more of the following reasons:

(a) EXCEPT IN THE CASE OF A HOME OWNER WHO CURES A NONCOMPLIANCE AS DESCRIBED IN SECTION 38-12-202 (3), failure of the home owner to comply with local ordinances and state laws and ~~regulations~~ RULES relating to mobile homes and mobile home lots;

(b) ~~Conduct of the home owner, on the mobile home park premises, which constitutes an annoyance to other home owners or interference with park management;~~

(c) EXCEPT IN THE CASE OF A HOME OWNER WHO CURES A NONCOMPLIANCE AS DESCRIBED IN SECTION 38-12-202 (3), failure of the home owner to comply with written rules and regulations of the mobile home park ~~either~~ THAT ARE ENFORCEABLE PURSUANT TO SECTION 38-12-214 (1), ARE NECESSARY TO PREVENT MATERIAL DAMAGE TO REAL OR PERSONAL PROPERTY OR TO THE HEALTH OR SAFETY OF ONE OR MORE INDIVIDUALS, AND WERE:

(I) Established by the management in the rental agreement at the inception of the tenancy;

(II) Amended ~~subsequently thereto~~ AFTER THE INCEPTION OF THE TENANCY with the consent of the home owner; or

(III) Amended ~~subsequently thereto~~ AFTER THE INCEPTION OF THE TENANCY without the consent of the home owner ~~or~~ AFTER PROVIDING sixty days' PRIOR written notice if ~~the amended rules and regulations are reasonable; except that the home owner shall have thirty days from the date of service or posting of the notice to quit set forth in section 38-12-202 (3) to cure any noncompliance on the mobile home or mobile home lot before an action for termination may be commenced, except if local ordinances, state laws and regulations, park rules and regulations, or emergency, health, or safety situations require immediate compliance. If a home owner was in violation or noncompliance pursuant to this paragraph (c) and was given notice and a right to cure such noncompliance and within a twelve-month period from the date of service of the notice is in noncompliance of the same rule or regulation and is given notice of the second noncompliance, there shall be no right to cure the second noncompliance. Regulations~~

~~applicable to recreational facilities may be amended at the reasonable discretion of the management. For purposes of this paragraph (c), when the mobile home is owned by a person other than the owner of the mobile home park, the mobile home is a separate unit of ownership, and regulations that are adopted subsequent to the unit location in the park without the consent of the home owner and that place restrictions or requirements on that separate unit are prima facie unreasonable. Nothing in this paragraph (c) shall prohibit a mobile home park owner from requiring compliance with current park unit regulations at the time of sale or transfer of the mobile home to a new owner. Transfer under this paragraph (c) shall not include transfer to a co-owner pursuant to death or divorce or to a new co-owner pursuant to marriage~~ TO THE HOME OWNER.

(d) (II) ~~In those cases where the~~ IF A landlord ~~desires~~ WANTS to change the use of ~~the~~ A mobile home park, and ~~where such~~ THE CHANGE OF USE HAS BEEN APPROVED BY THE LOCAL OR STATE AUTHORITY OR DOES NOT REQUIRE APPROVAL, AND THE change of use would result in THE eviction of inhabited mobile homes, the landlord shall ~~first~~ give the owner of each mobile home THAT IS subject to ~~such~~ THE eviction a written notice of the landlord's intent to evict not less than ~~six~~ TWELVE months ~~prior to such~~ BEFORE THE change of use of the land, WHICH notice ~~to~~ MUST be mailed to each home owner.

(e) The making or causing to be made, with knowledge, of MATERIALLY false or misleading statements on an application for tenancy;

(f) Conduct of the home owner or any lessee of the home owner or any guest, agent, invitee, or associate of the home owner or lessee of the home owner that:

(III) Occurs on the mobile home park premises, MATERIALLY HARMS OR THREATENS REAL OR PERSONAL PROPERTY OR THE HEALTH, SAFETY, OR WELFARE OF ONE OR MORE INDIVIDUALS OR ANIMALS, INCLUDING PET ANIMALS, AS DEFINED IN SECTION 35-80-102 (10), and constitutes a felony prohibited under article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18; ~~C.R.S.~~; or

(IV) ~~Is~~ WAS the basis for a ~~pending~~ AN action to ~~declare~~ THAT DECLARED the mobile home or any of its contents a class 1 public nuisance under section 16-13-303. ~~C.R.S.~~

**SECTION 4.** In Colorado Revised Statutes, 38-12-204.3, **amend** (2) as follows:

**38-12-204.3. Notice required for termination.** (2) The notice required under this section must be in at least ten-point type and must read as follows:

**IMPORTANT NOTICE TO THE HOME OWNER:**

This notice and the accompanying notice to quit/notice of nonpayment of rent are the first steps in the eviction process. Any dispute you may have regarding the grounds for eviction should be addressed with your landlord or the management of the mobile home park or in the courts if an eviction action is filed. Please be advised that the "Mobile Home Park Act", part 2 of article 12 of title 38, Colorado Revised Statutes, AND THE "MOBILE HOME PARK ACT DISPUTE RESOLUTION AND ENFORCEMENT PROGRAM" CREATED IN SECTION 38-12-1104, COLORADO REVISED STATUTES, may provide you with legal protection.

NOTICE TO QUIT: IN ORDER TO TERMINATE A HOME OWNER'S TENANCY, the landlord or management of a mobile home park must serve to a home owner a notice to quit. ~~in order to terminate a home owner's tenancy.~~ The notice must be in writing and must contain certain information, including:

- ! The grounds for the termination of the tenancy;
- ! Whether or not the home owner has a right to cure under the "Mobile Home Park Act"; and
- ! That the home owner has the option of mediation pursuant to section 38-12-216, Colorado Revised Statutes, of the "Mobile Home Park Act" AND THE OPTION OF FILING A COMPLAINT THROUGH THE "MOBILE HOME PARK ACT DISPUTE RESOLUTION AND ENFORCEMENT PROGRAM" CREATED IN SECTION 38-12-1104, COLORADO REVISED

## STATUTES.

NOTICE OF NONPAYMENT OF RENT: IN ORDER TO TERMINATE A HOME OWNER'S TENANCY DUE TO NONPAYMENT OF RENT, the landlord or management of a mobile home park must serve to a home owner a notice of nonpayment of rent. ~~in order to terminate a home owner's tenancy~~. The notice must be in writing and must require that the home owner either make payment of rent ~~and any applicable fees due and owing~~ or ~~remove~~ SELL the owner's unit OR REMOVE IT from the premises within a period of not less than ten days after the date the notice is served or posted, for failure to pay rent when due.

CURE PERIODS: If the home owner has a right to cure under the "Mobile Home Park Act", the landlord or management of a mobile home park cannot terminate a home owner's tenancy without first providing the home owner with a time period to cure the noncompliance. "Cure" refers to a home owner remedying, fixing, or otherwise correcting the situation or problem that ~~caused the tenancy to be terminated~~ MADE THE TENANCY SUBJECT TO TERMINATION pursuant to sections 38-12-202, 38-12-203, or 38-12-204, Colorado Revised Statutes.

COMMENCEMENT OF LEGAL ACTION TO TERMINATE THE TENANCY: After the last day of the APPLICABLE notice period REQUIRED BY SECTION 38-12-202 (1)(c), COLORADO REVISED STATUTES, a legal action may be commenced to take possession of the space leased by the home owner. In order to evict a home owner, the landlord or management of the mobile home park must prove:

- ! The landlord or management complied with the notice requirements of the "Mobile Home Park Act";
- ! The landlord or management provided the home owner with a statement of reasons for termination of the tenancy; and

! The reasons for termination of the tenancy are true and valid under the "Mobile Home Park Act".

~~A home owner must appear in court~~ To defend against an eviction action, A HOME OWNER MUST APPEAR IN COURT. If the court rules in favor of the landlord or management of the mobile home park, the home owner has not less than thirty days from the time of the ruling to either remove or sell the mobile home and to vacate the premises. If the home owner wishes to extend such period beyond thirty days but not more than sixty days from the date of the ruling, the home owner shall prepay to the landlord an amount equal to a pro rata share of rent for each day following the expiration of the initial thirty-day period after the court's ruling that the mobile home owner will remain on the premises. All prepayments shall be paid no later than thirty days after the court ruling. This section does not preclude earlier removal by law enforcement officers of a mobile home or one or more mobile home owners or occupants from the mobile home park if a mobile home owner violates article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18 or section 16-13-303, COLORADO REVISED STATUTES.

**SECTION 5.** In Colorado Revised Statutes, 38-12-207, **amend** (1); and **add** (3) as follows:

**38-12-207. Security deposits - legal process.** (1) The owner of a mobile home park or ~~his~~ THE OWNER'S agents may charge a security deposit IN AN AMOUNT not greater than ~~the amount of~~ one month's rent. ~~or two month's rent for multiwide units.~~

(3) A SECURITY DEPOSIT REMAINS THE PROPERTY OF THE HOME OWNER, AND A LANDLORD SHALL DEPOSIT EACH SECURITY DEPOSIT INTO A SEPARATE TRUST ACCOUNT TO BE ADMINISTERED BY THE LANDLORD AS A PRIVATE TRUSTEE. FOR THE PURPOSE OF PRESERVING THE CORPUS, THE LANDLORD SHALL NOT COMMINGLE THE TRUST FUNDS WITH OTHER MONEY; HOWEVER, THE LANDLORD MAY KEEP THE INTEREST AND PROFITS EARNED FROM THE CORPUS AS COMPENSATION FOR ADMINISTERING THE TRUST ACCOUNT.

**SECTION 6.** In Colorado Revised Statutes, 38-12-209, **amend** (4); and **repeal** (2) as follows:

**38-12-209. Entry fees prohibited - security deposit - court costs.**

(2) ~~As used in this section, "entry fee" means any fee paid to or received from an owner of a mobile home park or his agent except for:~~

~~(a) Rent;~~

~~(b) A security deposit against actual damages to the premises or to secure rental payments, which deposit shall not be greater than the amount allowed under this part 2. Subsequent to July 1, 1979, security deposits will remain the property of the home owner, and they shall be deposited into a separate trust account by the landlord to be administered by the landlord as a private trustee. For the purpose of preserving the corpus, the landlord will not commingle the trust funds with other money, but he is permitted to keep the interest and profits thereon as his compensation for administering the trust account.~~

~~(c) Fees charged by any state, county, town, or city governmental agency;~~

~~(d) Utilities;~~

~~(e) Incidental reasonable charges for services actually performed by the mobile home park owner or his agent and agreed to in writing by the home owner.~~

(4) The management or ~~the~~ A resident may bring a civil action for violation of the rental agreement or any provision of this part 2 in the appropriate court of the county in which the park is located. Either party may recover actual damages or the court may in its discretion award such equitable relief as it deems necessary, including the enjoining of either party from further violations.

**SECTION 7.** In Colorado Revised Statutes, 38-12-210, **amend** (1) as follows:

**38-12-210. Closed parks prohibited.** (1) NEITHER the owner of a mobile home park ~~or his~~ NOR THE OWNER'S agent ~~shall not~~ MAY require as

a condition of tenancy in a mobile home park that ~~the~~ A prospective home owner has purchased a mobile home from any particular seller or from any one of a particular group of sellers.

**SECTION 8.** In Colorado Revised Statutes, **amend** 38-12-211 as follows:

**38-12-211. Selling fees prohibited - "for sale" signs permitted.**

(1) NEITHER the owner of a mobile home park ~~or his~~ NOR THE OWNER'S agent ~~shall not~~ MAY require payment of any type of selling fee or transfer fee by either a home owner in the park wishing to sell ~~his~~ THE HOME OWNER'S mobile home to another party or by any party wishing to buy a mobile home from a home owner in the park as a condition of tenancy in a ~~mobile home~~ park for the prospective buyer.

(2) (a) This section ~~shall in no way~~ DOES NOT prevent the owner of a mobile home park or ~~his~~ THE OWNER'S agent from applying the normal park standards to prospective buyers before granting or denying tenancy or from charging a reasonable selling fee or transfer fee for services actually performed and agreed to in writing by ~~the~~ A home owner.

(b) Nothing in this section shall be construed to affect the rent charged BY A LANDLORD TO A HOME OWNER PURSUANT TO A RENTAL AGREEMENT.

(3) The owner of a mobile home ~~shall have the right to~~ MAY place a "for sale" sign on or in ~~his~~ THE OWNER'S mobile home. The size, placement, and character of ~~such signs shall be~~ THE SIGN IS subject to reasonable rules and regulations of the mobile home park.

**SECTION 9.** In Colorado Revised Statutes, **amend** 38-12-212 as follows:

**38-12-212. Certain types of landlord-seller agreements prohibited.** A seller of mobile homes shall not pay or offer cash or other consideration to the owner of a mobile home park or ~~his~~ THE PARK OWNER'S agent for the purpose of reserving spaces or otherwise inducing acceptance of one or more mobile homes in a mobile home park.

**SECTION 10.** In Colorado Revised Statutes, **amend** 38-12-212.3

as follows:

**38-12-212.3. Responsibilities of landlord - acts prohibited.**

(1) (a) Except as otherwise provided in this section: ~~a landlord shall be responsible for and pay the cost of the maintenance and repair of:~~

~~(I) Any sewer lines, water lines, utility service lines, or related connections owned and provided by the landlord to the utility pedestal or pad space for a mobile home sited in the park; and~~ IN ANY RENTAL AGREEMENT, THE LANDLORD IS DEEMED TO COVENANT, WARRANT, AND MAINTAIN, THROUGHOUT THE PERIOD OF THE TENANCY DESCRIBED IN THE RENTAL AGREEMENT, PREMISES THAT ARE SAFE, CLEAN, FIT FOR HUMAN HABITATION AND REASONABLE USE, AND ACCESSIBLE TO PEOPLE WITH DISABILITIES;

~~(II) Any accessory buildings or structures, including, but not limited to, sheds and carports, owned by the landlord and provided for the use of the residents~~ A LANDLORD IS RESPONSIBLE FOR AND SHALL PAY THE COST OF THE MAINTENANCE AND REPAIR OF ANY SEWER LINES, WATER LINES, UTILITY SERVICE LINES, OR RELATED CONNECTIONS OWNED AND PROVIDED BY THE LANDLORD TO THE UTILITY PEDESTAL OR PAD SPACE FOR A MOBILE HOME LOCATED IN THE PARK; and

~~(III) The premises as defined in section 38-12-201.5 (5).~~ A LANDLORD SHALL ENSURE THAT:

(A) ALL PLUMBING LINES AND OTHER UTILITY CONNECTIONS OWNED AND PROVIDED BY THE LANDLORD TO THE UTILITY PEDESTAL OR PAD SPACE FOR EACH MOBILE HOME IN THE PARK HAVE PLUMBING AND UTILITY CONNECTIONS THAT CONFORMED TO APPLICABLE LAW IN EFFECT AT THE TIME THEY WERE INSTALLED AND ARE MAINTAINED IN GOOD WORKING ORDER;

(B) EACH PAD SPACE IS CONNECTED TO A SEWAGE DISPOSAL SYSTEM APPROVED UNDER APPLICABLE LAW; AND

(C) RUNNING WATER AND REASONABLE AMOUNTS OF WATER ARE FURNISHED AT ALL TIMES TO EACH UTILITY PEDESTAL OR PAD SPACE; EXCEPT THAT A LANDLORD NEED NOT SATISFY THE CONDITIONS DESCRIBED IN THIS SUBSECTION (1)(a)(III)(C) IF A MOBILE HOME IS INDIVIDUALLY METERED

AND THE TENANT OCCUPYING THE MOBILE HOME FAILS TO PAY FOR WATER SERVICES; THE LOCAL GOVERNMENT IN WHICH THE MOBILE HOME PARK IS SITUATED SHUTS OFF WATER SERVICE TO A MOBILE HOME FOR ANY REASON; WEATHER CONDITIONS PRESENT A LIKELIHOOD THAT WATER PIPES WILL FREEZE, WATER PIPES TO A MOBILE HOME ARE WRAPPED IN HEATED PIPE TAPE, AND THE UTILITY COMPANY HAS SHUT OFF ELECTRICAL SERVICE TO A MOBILE HOME FOR ANY REASON OR THE HEAT TAPE MALFUNCTIONS FOR ANY REASON; RUNNING WATER IS NOT AVAILABLE FOR ANY OTHER REASON OUTSIDE THE LANDLORD'S CONTROL TO PREVENT THROUGH REASONABLE AND TIMELY MAINTENANCE; OR THE LANDLORD IS MAKING REPAIRS OR IMPROVEMENTS TO THE ITEMS DESCRIBED IN SUBSECTION (1)(a)(II) OF THIS SECTION, THE LANDLORD HAS PROVIDED REASONABLE ADVANCE NOTICE TO THE MOBILE HOME RESIDENTS OF A SERVICE DISRUPTION THAT IS REQUIRED IN CONNECTION WITH THE REPAIRS OR IMPROVEMENTS, AND THE SERVICE DISRUPTION CONTINUES FOR NO LONGER THAN TWENTY-FOUR HOURS.

(b) ~~Any~~ IF A landlord ~~who~~ fails to maintain or repair the items ~~delineated~~ DESCRIBED in ~~paragraph (a) of this subsection (1) shall be~~ responsible for and pay the cost of repairing any damage to a mobile home which results from such failure. The landlord shall ensure that all plumbing lines and connections owned and provided by the landlord to the utility pedestal or pad space for each mobile home in the mobile home park have plumbing that conformed to applicable law in effect at the time the plumbing was installed and that is maintained in good working order and running water and reasonable amounts of water at all times furnished to the utility pedestal or pad space and shall ensure that each pad space is connected to a sewage disposal system approved under applicable law; ~~except that these conditions need not be met if~~ SUBSECTION (1)(a)(II) OF THIS SECTION:

(I) ~~A mobile home is individually metered and the tenant occupying the mobile home fails to pay for water services~~ THE LANDLORD IS RESPONSIBLE FOR AND SHALL PAY THE COST OF REPAIRING ANY DAMAGE TO A MOBILE HOME OR MOBILE HOME LOT THAT RESULTS FROM THE FAILURE;

(II) ~~The local government in which the mobile home park is situated shuts off water service to a mobile home for any reason;~~ LANDLORD IS RESPONSIBLE FOR AND SHALL PAY THE COST OF PROVIDING ALTERNATIVE SOURCES OF POTABLE WATER AND MAINTAINING PORTABLE TOILETS, WHICH PORTABLE TOILETS ARE LOCATED REASONABLY NEAR AFFECTED MOBILE

HOMES IN A MANNER THAT RENDERS THEM ACCESSIBLE TO PEOPLE WITH DISABILITIES, NO LATER THAN TWENTY-FOUR HOURS AFTER THE SERVICE DISRUPTION BEGINS, UNLESS CONDITIONS BEYOND THE LANDLORD'S CONTROL PREVENT COMPLIANCE WITH THIS SUBSECTION (1)(b)(II); AND

~~(III) Weather conditions present a likelihood that water pipes will freeze, water pipes to a mobile home are wrapped in heated pipe tape, and the utility company has shut off electrical service to a mobile home for any reason or the heat tape malfunctions for any reason;~~ or THE LANDLORD SHALL REIMBURSE RESIDENTS FOR ANY DAMAGES TO THEIR PERSONS OR PROPERTY, FOR ANY LOSS OF USE OF THEIR PROPERTY, AND FOR ANY EXPENSES THAT THEY REASONABLY INCUR AS A RESULT OF THE FAILURE.

~~(IV) Running water is not available for any other reason outside the landlord's control.~~

(c) ~~The~~ A landlord shall give a minimum of ~~two days'~~ FORTY-EIGHT HOURS' notice to ~~a mobile home owner~~ RESIDENTS if ~~the~~ water service will be disrupted for MORE THAN TWO HOURS FOR planned IMPROVEMENTS, maintenance, OR REPAIRS. The landlord shall attempt to give a reasonable amount of notice to ~~home owners~~ RESIDENTS if water service ~~is to~~ WILL be disrupted for any other reasons unless conditions are such that providing the notice would result in property damage, health, or safety concerns or when conditions otherwise require emergency repair.

(2) ~~No landlord shall require a resident to assume the responsibilities outlined in subsection (1) of this section as a condition of tenancy in the mobile home park.~~ IN ADDITION TO THE RESPONSIBILITIES DESCRIBED IN SUBSECTION (1)(a) OF THIS SECTION, A LANDLORD IS RESPONSIBLE FOR:

(a) ANY ACCESSORY BUILDINGS OR STRUCTURES, INCLUDING SHEDS AND CARPORTS, THAT ARE OWNED BY THE LANDLORD AND PROVIDED FOR THE USE OF THE RESIDENTS; AND

(b) THE PREMISES, INCLUDING:

(I) MAINTAINING ALL COMMON AREAS IN CLEAN CONDITION, GOOD REPAIR, AND IN COMPLIANCE WITH APPLICABLE HEALTH AND SAFETY LAWS; KEEPING COMMON AREAS AND FACILITIES GENERALLY AVAILABLE FOR USE BY PARK RESIDENTS; AND KEEPING COMMON AREAS ACCESSIBLE TO PEOPLE

WITH DISABILITIES;

(II) MAINTAINING ROADS AND OTHER PAVEMENT OWNED BY THE LANDLORD IN A PASSABLE, SAFE CONDITION THAT IS SUFFICIENT TO PROVIDE ACCESS FOR RESIDENTS' VEHICLES, EMERGENCY VEHICLES, VANS PROVIDING TRANSPORTATION SERVICES TO PERSONS WHO ARE ELDERLY OR DISABLED, AND SCHOOL BUSES, IF APPLICABLE, WHICH MAINTENANCE INCLUDES SNOW REMOVAL, ENSURING ADEQUATE DRAINAGE, AND MAINTAINING PAVEMENT ABOVE WATER LINES;

(III) MAINTAINING LOT GRADES, REGRADING LOTS AS NECESSARY TO PREVENT THE ACCUMULATION OF STAGNANT WATER AND THE DETRIMENTAL EFFECTS OF MOVING WATER, AND TAKING REASONABLY NECESSARY STEPS TO MAINTAIN THE INTEGRITY OF THE FOUNDATION OF EACH MOBILE HOME'S UTILITY PEDESTAL OR PAD SPACE IN ORDER TO PREVENT STRUCTURAL DAMAGE TO THE MOBILE HOME, EXCEPT IN CIRCUMSTANCES WHERE THE NEED FOR SUCH MAINTENANCE IS CAUSED BY A RESIDENT'S ACTIONS; AND

(IV) MAINTAINING TREES ON THE PREMISES IN A MANNER THAT PROTECTS THE SAFETY OF RESIDENTS OF THE PARK AND THEIR PROPERTY, INCLUDING THE PRESERVATION OF HEALTHY, MATURE TREES THAT HOME OWNERS REASONABLY EXPECTED TO REMAIN ON THE PREMISES WHEN THEY SIGNED THEIR RENTAL AGREEMENTS, SO LONG AS SUCH PRESERVATION DOES NOT POSE A SAFETY RISK TO ANY PERSON, PROPERTY, OR INFRASTRUCTURE.

~~(3) Nothing in this section shall be construed as:~~ A LANDLORD SHALL NOT REQUIRE A RESIDENT TO ASSUME ANY OF THE RESPONSIBILITIES DESCRIBED IN SUBSECTION (1) OR (2) OF THIS SECTION AS A CONDITION OF ANY HOME OWNER'S TENANCY IN THE PARK.

~~(a) Limiting the liability of a resident for the cost of repairing any damage caused by such resident to the landlord's property or other property located in the park; or~~

~~(b) Restricting a landlord or his agent or a property manager from requiring a resident to comply with reasonable rules and regulations or terms of the rental agreement and any covenants binding upon the landlord or resident, including covenants running with the land which pertain to the cleanliness of such resident's lot and routine lawn and yard maintenance, exclusive of major landscaping projects.~~

(4) NOTHING IN THIS SECTION MAY BE CONSTRUED AS:

(a) LIMITING THE LIABILITY OF AN INDIVIDUAL FOR THE COST OF REPAIRING ANY DAMAGE CAUSED BY THE INDIVIDUAL TO THE LANDLORD'S PROPERTY OR OTHER PROPERTY LOCATED IN THE PARK; OR

(b) RESTRICTING A LANDLORD FROM REQUIRING A HOME OWNER TO COMPLY WITH RULES AND REGULATIONS OF THE PARK THAT ARE ENFORCEABLE PURSUANT TO SECTION 38-12-214 OR WITH TERMS OF THE RENTAL AGREEMENT AND ANY COVENANTS BINDING UPON THE LANDLORD OR HOME OWNER, INCLUDING COVENANTS RUNNING WITH THE LAND THAT PERTAIN TO THE CLEANLINESS OF THE HOME OWNER'S LOT AND ROUTINE LAWN AND YARD MAINTENANCE, AND EXCLUDING MAJOR LANDSCAPING PROJECTS.

(5) A LANDLORD SHALL ESTABLISH AND MAINTAIN AN EMERGENCY CONTACT NUMBER, POST THE NUMBER IN COMMON AREAS OF THE PARK, AND COMMUNICATE THE NUMBER TO HOME OWNERS IN EACH RENTAL AGREEMENT AND EACH REVISION OF THE PARK RULES AND REGULATIONS. A HOME OWNER WHO USES THE EMERGENCY CONTACT NUMBER IN A TIMELY MANNER TO REPORT A PROBLEM WITH A CONDITION DESCRIBED IN SUBSECTION (1) OR (2) OF THIS SECTION IS DEEMED TO HAVE PROVIDED NOTICE TO THE LANDLORD OF THE PROBLEM.

(6) IF A LANDLORD FAILS TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION, A HOME OWNER OF THE PARK MAY FILE A COMPLAINT WITH THE DIVISION OF HOUSING PURSUANT TO THE "MOBILE HOME PARK ACT DISPUTE RESOLUTION AND ENFORCEMENT PROGRAM" CREATED IN SECTION 38-12-1104. IF THE DIVISION FINDS BY A WRITTEN DETERMINATION THAT THE LANDLORD HAS VIOLATED THIS SECTION, THE DIVISION MAY:

(a) IMPOSE PENALTIES, AS DESCRIBED IN SECTION 38-12-1105 (5);

(b) ISSUE AN ORDER TO CEASE AND DESIST, AS DESCRIBED IN SECTION 38-12-1105 (6);

(c) REQUIRE THE LANDLORD TO REDUCE THE RENT OWED BY A HOME OWNER ON A PRORATED BASIS TO REFLECT THE HOME OWNER'S LOSS OF USE OF THE MOBILE HOME SPACE; OR

(d) REQUIRE THE LANDLORD TO COMPENSATE A HOME OWNER FOR HOUSING EXPENSES ON A PER DIEM BASIS IF THE HOME OWNER IS DISPLACED FROM THE HOME OWNER'S MOBILE HOME AS A RESULT OF THE LANDLORD'S VIOLATION.

**SECTION 11.** In Colorado Revised Statutes, **add** 38-12-212.4 and 38-12-212.5 as follows:

**38-12-212.4. Required disclosure and notice of water usage and billing - responsibility for leaks.** (1) IF THE MANAGEMENT CHARGES HOME OWNERS INDIVIDUALLY FOR WATER USAGE IN THE PARK, THEN, ON OR BEFORE JANUARY 31 OF EACH YEAR, THE MANAGEMENT SHALL PROVIDE TO EACH HOME OWNER AND POST IN A CLEARLY VISIBLE LOCATION IN AT LEAST ONE COMMON AREA OF THE MOBILE HOME PARK THE FOLLOWING INFORMATION:

(a) THE METHODOLOGY BY WHICH THE MANAGEMENT CALCULATES THE AMOUNT CHARGED TO EACH HOME OWNER FOR WATER USAGE ON THE HOME OWNER'S LOT;

(b) THE METHODOLOGY BY WHICH THE MANAGEMENT CALCULATES THE AMOUNT CHARGED TO EACH HOME OWNER FOR WATER USAGE IN COMMON AREAS OF THE MOBILE HOME PARK; AND

(c) THE CURRENT RESIDENTIAL WATER RATE SCHEDULE OF THE WATER UTILITY OR MUNICIPAL WATER SERVICE PROVIDER THAT SUPPLIES WATER TO THE PARK.

(2) IF THE MANAGEMENT CHARGES HOME OWNERS FOR WATER USAGE IN THE PARK, WHETHER INDIVIDUALLY OR IN AN AGGREGATE AMOUNT, THE MANAGEMENT SHALL PROVIDE TO EACH HOME OWNER A MONTHLY WATER BILL THAT INDICATES THE AMOUNT OWED BY THE HOME OWNER, THE TOTAL AMOUNT OWED BY ALL THE RESIDENTS IN THE MOBILE HOME PARK, AND, IF THE MANAGEMENT PURCHASES THE WATER FROM A PROVIDER, THE TOTAL AMOUNT PAID BY THE MANAGEMENT TO THE PROVIDER.

(3) THE MANAGEMENT SHALL NOT CHARGE A HOME OWNER FOR ANY COSTS IN ADDITION TO THE ACTUAL COST OF WATER BILLED TO THE MANAGEMENT.

(4) THE MANAGEMENT SHALL USE A METHODOLOGY THAT IS REASONABLE, EQUITABLE, AND CONSISTENT FOR BILLING HOME OWNERS FOR ANY TYPE OF WATER USAGE.

(5) IF THE MANAGEMENT LEARNS OF A LEAK IN A WATER LINE INSIDE THE PARK, THE MANAGEMENT SHALL NOTIFY EACH HOME OWNER OF THE LEAK WITHIN TWENTY-FOUR HOURS.

(6) THE MANAGEMENT SHALL NOT BILL A HOME OWNER FOR ANY WATER USAGE THAT IS CAUSED BY A LEAK IN A WATER LINE INSIDE THE PARK.

**38-12-212.5. Prohibition on retaliation.** (1) THE MANAGEMENT SHALL NOT TAKE RETALIATORY ACTION AGAINST A HOME OWNER WHO EXERCISES ANY RIGHT CONFERRED UPON THE HOME OWNER BY THIS PART 2, PART 11 OF THIS ARTICLE 12, OR ANY OTHER PROVISION OF LAW.

(2) EXCEPT AS DESCRIBED IN SUBSECTION (3) OF THIS SECTION, IN AN ACTION OR ADMINISTRATIVE PROCEEDING BY OR AGAINST A HOME OWNER, THE MANAGEMENT'S ACTION IS PRESUMED TO BE RETALIATORY IF, WITHIN THE ONE HUNDRED TWENTY DAYS PRECEDING THE MANAGEMENT'S ACTION, THE HOME OWNER:

(a) COMPLAINED OR EXPRESSED AN INTENTION TO COMPLAIN TO A GOVERNMENTAL AGENCY ABOUT A MATTER RELATING TO THE MOBILE HOME PARK;

(b) SUBMITTED A COMPLAINT TO THE MANAGEMENT ABOUT A VIOLATION DESCRIBED IN THIS PART 2;

(c) ORGANIZED OR BECAME A MEMBER OF A TENANTS' ASSOCIATION OR SIMILAR ORGANIZATION; OR

(d) MADE ANY OTHER EFFORT TO SECURE OR ENFORCE ANY OF THE RIGHTS OR REMEDIES PROVIDED BY THIS PART 2 OR ANY OTHER PROVISION OF LAW.

(3) THE PRESUMPTION OF RETALIATORY ACTION DESCRIBED IN SUBSECTION (2) OF THIS SECTION DOES NOT APPLY TO AN ACTION OR ADMINISTRATIVE HEARING WHERE THE MANAGEMENT:

(a) ADDRESSES NONPAYMENT OF RENT BY A HOME OWNER, AS DESCRIBED IN SECTION 38-12-204; OR

(b) WAS NOTIFIED BY A PEACE OFFICER OR OTHERWISE BECAME AWARE THAT THE MOBILE HOME THAT IS THE BASIS OF THE ADMINISTRATIVE HEARING WAS BEING OPERATED AS AN ILLEGAL DRUG LABORATORY, AS DEFINED IN SECTION 25-18.5-101 (8).

(4) THE MANAGEMENT MAY REBUT A PRESUMPTION OF RETALIATION WITH SUFFICIENT EVIDENCE OF A NONRETALIATORY PURPOSE.

(5) THE RIGHTS AND REMEDIES PROVIDED BY THIS SECTION ARE AVAILABLE TO HOME OWNERS IN ADDITION TO THE ANTI-RETALIATION PROTECTION PROVIDED IN SECTION 38-12-1105 (13).

**SECTION 12.** In Colorado Revised Statutes, 38-12-213, **add** (5) and (6) as follows:

**38-12-213. Rental agreement - disclosure of terms in writing - prohibited terms.** (5) A RENTAL AGREEMENT MAY NOT INCLUDE ANY PROVISION:

(a) BY WHICH A HOME OWNER WAIVES ANY RIGHTS CREATED BY THIS PART 2 OR PART 11 OF THIS ARTICLE 12;

(b) THAT REQUIRES A HOME OWNER TO AGREE TO A POSSESSORY LIEN;

(c) THAT BINDS A HOME OWNER TO ARBITRATION IN LIEU OF A CIVIL TRIAL; OR

(d) THAT AUTHORIZES A THIRD PERSON TO CONFESS JUDGMENT ON A CLAIM THAT ARISES FROM THE RENTAL AGREEMENT, THIS PART 2, OR PART 11 OF THIS ARTICLE 12.

(6) ANY PROVISION OF A RENTAL AGREEMENT THAT IS PROHIBITED BY SUBSECTION (1) OF THIS SECTION IS AGAINST PUBLIC POLICY, UNENFORCEABLE, AND VOID.

**SECTION 13.** In Colorado Revised Statutes, **amend** 38-12-214 as

follows:

**38-12-214. Rules and regulations - amendments - notice - complaints.** (1) The management shall adopt written rules and regulations concerning all home owners' use and occupancy of the premises. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, such rules and regulations are enforceable against a home owner only if:

(a) Their purpose is to promote the ~~convenience~~, safety or welfare of the home owners, protect and preserve the premises from ~~abusive use~~ ABUSE, or make a fair distribution of services and facilities held out for the home owners generally;

(b) They are reasonably related to ~~the~~ A LEGITIMATE purpose, for which they are adopted;

(c) They are not ARBITRARY, CAPRICIOUS, UNREASONABLE, retaliatory, or discriminatory in nature;

(d) They are sufficiently explicit in prohibition, direction, or limitation of ~~the~~ EACH home owner's conduct to fairly inform ~~him~~ EACH HOME OWNER of what ~~he~~ THE HOME OWNER must DO or ~~must~~ not do to comply; AND

(e) THEY ARE ESTABLISHED IN THE RENTAL AGREEMENT AT THE INCEPTION OF THE TENANCY, AMENDED SUBSEQUENTLY WITH THE CONSENT OF THE HOME OWNER, OR, EXCEPT AS DESCRIBED IN SUBSECTION (2) OF THIS SECTION, AMENDED SUBSEQUENTLY WITHOUT THE CONSENT OF THE HOME OWNER AFTER THE MANAGEMENT HAS PROVIDED WRITTEN NOTICE OF THE AMENDMENTS TO THE HOME OWNER AT LEAST SIXTY DAYS BEFORE THE AMENDMENTS BECOME EFFECTIVE, AND, IF APPLICABLE, ENFORCED IN COMPLIANCE WITH SUBSECTION (3) OF THIS SECTION.

(2) WHEN A MOBILE HOME IS OWNED BY A PERSON OTHER THAN THE OWNER OF THE MOBILE HOME PARK IN WHICH THE MOBILE HOME IS LOCATED, THE MOBILE HOME IS A SEPARATE UNIT OF OWNERSHIP, AND RULES AND REGULATIONS THAT IMPOSE RESTRICTIONS OR REQUIREMENTS ON THAT SEPARATE UNIT THAT ARE ADOPTED AFTER THE HOME OWNER SIGNS THE RENTAL AGREEMENT AND WITHOUT THE CONSENT OF THE HOME OWNER ARE PRESUMED UNREASONABLE. NOTHING IN THIS SUBSECTION (2) PROHIBITS

THE MANAGEMENT FROM REQUIRING COMPLIANCE WITH PARK RULES AND REGULATIONS AT THE TIME OF SALE OR TRANSFER TO A NEW OWNER; EXCEPT THAT, AS USED IN THIS SUBSECTION (2), "TRANSFER" DOES NOT INCLUDE A TRANSFER OF OWNERSHIP PURSUANT TO DEATH OR DIVORCE OR A TRANSFER OF OWNERSHIP TO A NEW CO-OWNER PURSUANT TO MARRIAGE.

(3)(a) IF THE MANAGEMENT PROVIDES EACH HOME OWNER WRITTEN NOTICE OF THE MANAGEMENT'S INTENT TO ADD OR AMEND ANY WRITTEN RULE OR REGULATION AS DESCRIBED IN SUBSECTION (1)(e) OF THIS SECTION, A HOME OWNER MAY FILE A COMPLAINT CHALLENGING THE RULE, REGULATION, OR AMENDMENT PURSUANT TO SECTION 38-12-1105 WITHIN SIXTY DAYS AFTER RECEIVING THE NOTICE. IF A HOME OWNER FILES SUCH A COMPLAINT, AND THE NEW OR AMENDED RULE OR REGULATION WILL INCREASE A COST TO THE HOME OWNER IN AN AMOUNT THAT EQUALS OR EXCEEDS TEN PERCENT OF THE HOME OWNER'S MONTHLY RENT OBLIGATION UNDER THE RENTAL AGREEMENT, THE MANAGEMENT SHALL NOT ENFORCE THE RULE, REGULATION, OR AMENDMENT UNLESS AND UNTIL THE PARTIES REACH AN AGREEMENT CONCERNING THE RULE, REGULATION, OR AMENDMENT OR THE DISPUTE RESOLUTION PROCESS CONCLUDES AND THE DIVISION OF HOUSING WITHIN THE DEPARTMENT OF LOCAL AFFAIRS ISSUES A WRITTEN DETERMINATION, PURSUANT TO SECTION 38-12-1105 (4), THAT THE RULE, REGULATION, OR AMENDMENT DOES NOT CONSTITUTE A VIOLATION OF THIS PART 2 AND MAY BE ENFORCED. NOTWITHSTANDING ANY PROVISION OF PART 11 OF THIS ARTICLE 12 TO THE CONTRARY, AS PART OF THE COMPLAINT PROCESS DESCRIBED IN SECTION 38-12-1105, THE MANAGEMENT HAS THE BURDEN OF ESTABLISHING THAT THE RULE, REGULATION, OR AMENDMENT SATISFIES THE REQUIREMENTS DESCRIBED IN SUBSECTION (1) OF THIS SECTION.

(b) NOTHING IN THIS SECTION PRECLUDES A HOME OWNER FROM FILING A COMPLAINT, PURSUANT TO SECTION 38-12-1105, CONCERNING A RULE OR REGULATION AT ANY TIME AFTER THE RULE OR REGULATION TAKES EFFECT.

(4) RULES AND REGULATIONS THAT CONCERN RECREATIONAL FACILITIES MAY BE AMENDED AT THE REASONABLE DISCRETION OF THE MANAGEMENT.

**SECTION 14.** In Colorado Revised Statutes, **add** 38-12-222 as follows:

**38-12-222. Home owners' right to privacy.** (1) (a) THE MANAGEMENT SHALL RESPECT THE PRIVACY OF HOME OWNERS. EXCEPT AS OTHERWISE PROVIDED BY LAW, THE MANAGEMENT HAS NO RIGHT OF ENTRY TO A MOBILE HOME:

(I) WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE HOME OWNER;

(II) AS DESCRIBED IN SUBSECTION (2) OF THIS SECTION;

(III) IN THE CASE OF AN EMERGENCY; OR

(IV) WHEN THE MOBILE HOME HAS BEEN ABANDONED.

(b) A HOME OWNER MAY REVOKE CONSENT IN WRITING AT ANY TIME.

(2) UNLESS OTHERWISE PROHIBITED BY LAW, THE MANAGEMENT HAS A RIGHT OF ENTRY TO MOBILE HOME SPACE TO FULFILL THE DUTIES DESCRIBED IN SECTION 38-12-212.3 AND TO ENSURE COMPLIANCE WITH APPLICABLE CODES, STATUTES, ORDINANCES, AND ADMINISTRATIVE RULES; THE RENTAL AGREEMENT; AND THE RULES AND REGULATIONS OF THE PARK. A LANDLORD SHALL NOT ENTER IN A MANNER THAT INTERFERES WITH A HOME OWNER'S PEACEFUL ENJOYMENT OF THE MOBILE HOME SPACE, AS DESCRIBED IN SECTION 38-12-219 (1)(b), EXCEPT IN THE CASE OF AN EMERGENCY.

(3) EXCEPT WHEN POSTING NOTICES THAT ARE REQUIRED BY LAW OR BY A RENTAL AGREEMENT, THE MANAGEMENT SHALL MAKE A REASONABLE EFFORT TO NOTIFY A HOME OWNER OF THE MANAGEMENT'S INTENTION TO ENTER THE MOBILE HOME SPACE AT LEAST FORTY-EIGHT HOURS BEFORE ENTRY.

**SECTION 15.** In Colorado Revised Statutes, 38-12-1105, **amend** (13) as follows:

**38-12-1105. Dispute resolution program - complaint process.** (13) A landlord may not take any retaliatory actions against a home owner. ~~for expressing an intention to file a complaint under this program or filing a complaint under this program.~~ If the division determines that a landlord has retaliated against a home owner, the division may impose a fine of up

to ten thousand dollars on the landlord.

**SECTION 16.** In Colorado Revised Statutes, 1-1-104, **amend** (48) as follows:

**1-1-104. Definitions.** As used in this code, unless the context otherwise requires:

(48) "Taxable property" means real or personal property subject to general ad valorem taxes. For all elections and petitions that require ownership of real property or land, ownership of a mobile home or manufactured home, as defined in section 5-1-301 (29), 38-12-201.5 ~~(2)~~ (5), or 42-1-102 (106)(b), ~~C.R.S.~~, is sufficient to qualify as ownership of real property or land for the purpose of voting rights and petitions.

**SECTION 17.** In Colorado Revised Statutes, 13-40-110, **amend** (2) as follows:

**13-40-110. Action - how commenced.** (2) In an action for termination of a tenancy in a mobile home park, the complaint, in addition to the requirements of subsection (1) of this section, ~~shall~~ MUST specify the ~~particular~~ reasons for termination as ~~such~~ THE reasons are stated in section 38-12-203. ~~C.R.S. Such~~ THE complaint ~~shall~~ MUST specify the approximate time, place, and manner in which the tenant allegedly committed the acts giving rise to the complaint. If the action is based on the mobile home or mobile home lot being out of compliance with the rules and regulations adopted pursuant to ~~section 38-12-203 (1)(c), C.R.S.~~ SECTION 38-12-214, the complaint ~~shall~~ MUST specify that the home owner was given ~~thirty~~ NINETY days ~~from~~ AFTER the date of service or posting of the notice to quit to cure the noncompliance, ~~and that thirty~~ NINETY days have passed, and the noncompliance has not been cured.

**SECTION 18.** In Colorado Revised Statutes, 32-1-103, **amend** (5)(d) and (23)(c) as follows:

**32-1-103. Definitions.** As used in this article 1, unless the context otherwise requires:

(5) (d) For all elections and petitions that require ownership of real property or land, THE OWNERSHIP OF a mobile home as defined in section

38-12-201.5 ~~(2)~~ (5) or 5-1-301 (29), ~~C.R.S.~~, or a manufactured home as defined in section 42-1-102 (106)(b), ~~C.R.S.~~, shall be deemed IS sufficient to qualify as ownership of real property or land for the purpose of voting rights and petitions.

(23) (c) For all elections and petitions that require ownership of real property or land, THE OWNERSHIP OF a mobile home as defined in section 38-12-201.5 ~~(2)~~ (5) or 5-1-301 (29), ~~C.R.S.~~, or a manufactured home as defined in section 42-1-102 (106)(b), ~~C.R.S.~~, shall be deemed IS sufficient to qualify as ownership of real property or land for the purpose of voting rights and petitions.

**SECTION 19.** In Colorado Revised Statutes, **amend** 35-70-104.1 as follows:

**35-70-104.1. Mobile home ownership - elections and petitions.** Notwithstanding any other provision of this ~~article~~ ARTICLE 70 to the contrary, for all elections and petitions that require ownership of real property or land, THE OWNERSHIP OF a mobile home as defined in section 38-12-201.5 ~~(2)~~ (5) or 5-1-301 (29), ~~C.R.S.~~, or a manufactured home as defined in section 42-1-102 (106)(b), ~~C.R.S.~~, shall be deemed IS sufficient to qualify as ownership of real property or land for the purpose of voting rights and petitions.

**SECTION 20.** In Colorado Revised Statutes, 37-45-103, **amend** the introductory portion and (4)(c) as follows:

**37-45-103. Definitions.** As used in this ~~article~~ ARTICLE 45 unless the context otherwise requires:

(4) (c) For all elections and petitions that require ownership of real property or land, THE OWNERSHIP OF a mobile home or manufactured home as defined in section 38-12-201.5 ~~(2)~~ (5), 5-1-301 (29), or 42-1-102 (106)(b), ~~C.R.S.~~, shall be deemed IS sufficient to qualify as ownership of real property or land for the purpose of voting rights and petitions.

**SECTION 21.** In Colorado Revised Statutes, 37-97-103, **amend** (6) as follows:

**37-97-103. Mandatory use of metered water delivery and billing**

**systems.** (6) A mobile home park, as defined in ~~section 38-12-201.5 (3),~~ ~~C.R.S., which~~ SECTION 38-12-201.5 (6), THAT makes water service available to tenants but does not bill ~~such~~ THE tenants for water as a separate item is exempt from ~~the provisions of this article~~ ARTICLE 97.

**SECTION 22.** In Colorado Revised Statutes, 38-41-201.6, **amend** (1) as follows:

**38-41-201.6. Mobile home, manufactured home, trailer, and trailer coach homestead exemption.** (1) A manufactured home as defined in section 38-29-102 (6) ~~which~~ THAT includes a mobile home or manufactured home as defined in section 38-12-201.5 ~~(2)~~ (5), 5-1-301 (29), or 42-1-102 (106)(b), ~~C.R.S.,~~ that has been purchased by an initial user or subsequent user, and for which a certificate of title or registration has been issued in accordance with section 38-29-110 or pursuant to section 38-29-108, is a homestead and is entitled to the same exemption as enumerated in section 38-41-201, except for any loans, debts, or obligations incurred prior to January 1, 1983. For purposes of this homestead exemption, the term "house" as used in section 38-41-205 ~~shall be~~ IS deemed to include mobile homes or manufactured homes.

**SECTION 23. Safety clause.** The general assembly hereby finds,

determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.

\_\_\_\_\_  
KC Becker  
SPEAKER OF THE HOUSE  
OF REPRESENTATIVES

\_\_\_\_\_  
Leroy M. Garcia  
PRESIDENT OF  
THE SENATE

\_\_\_\_\_  
Robin Jones  
CHIEF CLERK OF THE HOUSE  
OF REPRESENTATIVES

\_\_\_\_\_  
Cindi L. Markwell  
SECRETARY OF  
THE SENATE

APPROVED \_\_\_\_\_  
(Date and Time)

\_\_\_\_\_  
Jared S. Polis  
GOVERNOR OF THE STATE OF COLORADO