

First Regular Session  
Seventieth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 15-0427.01 Bob Lackner

SENATE BILL 15-095

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SENATE SPONSORSHIP

Kefalas,

HOUSE SPONSORSHIP

Tyler,

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Senate Committees  
Finance

House Committees

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A BILL FOR AN ACT

101 CONCERNING MANUFACTURED HOME COMMUNITIES, AND, IN  
102 CONNECTION THEREWITH, CHANGING TERMINOLOGY IN THE  
103 BASIC STATUTE GOVERNING SUCH COMMUNITIES, EXPANDING  
104 THE DUTIES OF THE DIVISION OF HOUSING WITHIN THE  
105 DEPARTMENT OF LOCAL AFFAIRS TO PROMOTE MANUFACTURED  
106 HOME COMMUNITIES, AND ESTABLISHING A MANUFACTURED  
107 HOME COMMUNITY FUND WITHIN THE STATE TREASURY.

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Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://www.leg.state.co.us/bills summaries>.)*

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters indicate new material to be added to existing statute.*  
*Dashes through the words indicate deletions from existing statute.*

In connection with the existing "Mobile Home Park Act" (act), **sections 1 through 6** of the bill change the name of the act to the "Manufactured Home Community Act". These sections of the bill also change the names of the terms "mobile home" and "mobile home park" in the act to "manufactured home" and "manufactured home community", respectively.

**Sections 7 and 8** of the bill add certain functions to the division of housing within the department of local affairs for the purpose of preserving and promoting manufactured home communities and the manufactured home industry. The bill specifies the powers and duties of the division in connection with manufactured home communities. The bill requires the division to create a dispute resolution program that will provide landlords, management, and home owners with a cost-effective and time-efficient process to resolve disputes concerning alleged violations of the "Manufactured Home Community Act". This section of the bill also creates in the state treasury the manufactured home community fund. The fund is administered by the division. The bill specifies, without being exclusive, certain permitted uses of moneys from the fund.

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

2 **SECTION 1.** In Colorado Revised Statutes, **amend** part 2 of  
3 article 12 of title 38 as follows:

4 PART 2

5 MANUFACTURED HOME COMMUNITY ACT

6 **38-12-200.1. Short title.** This part 2 shall be known and may be  
7 cited as the ~~"Mobile Home Park Act"~~ "MANUFACTURED HOME  
8 COMMUNITY ACT".

9 **38-12-200.2. Legislative declaration.** The general assembly  
10 hereby declares that the purpose of this part 2 is to establish the  
11 relationship between the owner of a ~~mobile home park~~ MANUFACTURED  
12 HOME COMMUNITY and the owner of a ~~mobile~~ MANUFACTURED home  
13 situated in such ~~park~~ COMMUNITY.

14 **38-12-201. Application of part 2.** (1) This part 2 shall apply only

1 to manufactured homes as defined in section 42-1-102 (106) (b), C.R.S.

2 (2) Repealed.

3 **38-12-201.3. Legislative declaration - increased availability of**  
4 **manufactured home communities.** (1) The general assembly hereby  
5 finds and declares that ~~mobile~~ MANUFACTURED homes ~~manufactured~~  
6 ~~housing~~ and factory-built housing are important and effective ways to  
7 meet Colorado's affordable housing needs. The general assembly further  
8 finds and declares that, because of the unique aspects of ~~mobile homes~~  
9 ~~and mobile home park ownership~~ MANUFACTURED HOMES AND THE  
10 OWNERSHIP OF MANUFACTURED HOME COMMUNITIES, there is a need to  
11 protect ~~mobile home~~ owners OF MANUFACTURED HOMES from eviction  
12 with short notice so as to prevent ~~mobile home~~ SUCH owners from losing  
13 their shelter as well as any equity in their ~~mobile~~ homes. The general  
14 assembly encourages local governments to allow and protect ~~mobile~~  
15 ~~home parks~~ MANUFACTURED HOME COMMUNITIES in their jurisdictions  
16 and to enact plans to increase the number of ~~mobile home parks~~ SUCH  
17 COMMUNITIES in their jurisdictions. The general assembly further  
18 encourages local governments to provide incentives to ~~mobile home park~~  
19 THE owners OF MANUFACTURED HOME COMMUNITIES to attract additional  
20 ~~mobile home parks~~ MANUFACTURED HOME COMMUNITIES and to increase  
21 the viability of current ~~parks~~ COMMUNITIES.

22 (2) THE GENERAL ASSEMBLY FURTHER FINDS AND DECLARES THAT  
23 IT IS THE POLICY OF THE STATE TO PRESERVE AFFORDABLE HOUSING,  
24 ENHANCE THE QUALITY AND STABILITY OF MANUFACTURED HOME  
25 COMMUNITIES, AND FOSTER THE COMMITMENT TO SOCIETY THAT COMES  
26 THROUGH HOME OWNERSHIP AND SELF-GOVERNANCE BY ENCOURAGING  
27 RESIDENT OWNERSHIP OF MANUFACTURED HOME COMMUNITIES, AS

1 APPROPRIATE, THROUGH RESIDENT OWNED COMMUNITIES, ASSOCIATIONS  
2 OR COOPERATIVES COMPRISED OF OWNERS OF MANUFACTURED HOMES,  
3 LAND TRUSTS, NONPROFIT HOUSING DEVELOPERS, AND HOUSING  
4 AUTHORITIES, OR SIMILAR ORGANIZATIONS OR ENTITIES.

5 (3) THIS PART 2 SHALL BE LIBERALLY CONSTRUED TO ACCOMPLISH  
6 THE LEGISLATIVE INTENT EXPRESSED IN SUBSECTIONS (1) AND (2) OF THIS  
7 SECTION.

8 **38-12-201.5. Definitions.** As used in this part 2, unless the  
9 context otherwise requires:

10 (1) "Home owner" means any person or family of such person  
11 owning a ~~mobile~~ MANUFACTURED home that is subject to a tenancy in a  
12 ~~mobile home park~~ MANUFACTURED HOME COMMUNITY under a rental  
13 agreement.

14 (1.5) "Management" or "landlord" means the owner or person  
15 responsible for operating and managing a ~~mobile home park~~  
16 MANUFACTURED HOME COMMUNITY or an agent, employee, or  
17 representative authorized to act on said management's behalf in  
18 connection with matters relating to tenancy in the ~~park~~ COMMUNITY.

19 (2) ~~"Mobile home" means a single-family dwelling built on a  
20 permanent chassis designed for long-term residential occupancy and  
21 containing complete electrical, plumbing, and sanitary facilities and  
22 designed to be installed in a permanent or semipermanent manner with or  
23 without a permanent foundation, which is capable of being drawn over  
24 public highways as a unit, or in sections by special permit, or a  
25 manufactured home as defined in section 38-29-102 (6) if the  
26 manufactured home is situated in a mobile home park~~ "MANUFACTURED  
27 HOME" MEANS ANY PRECONSTRUCTED BUILDING UNIT OR COMBINATION OF

1 PRECONSTRUCTED BUILDING UNITS, WITHOUT MOTIVE POWER, WHERE  
2 SUCH UNIT OR UNITS ARE MANUFACTURED IN A FACTORY OR AT A  
3 LOCATION OTHER THAN THE RESIDENTIAL SITE OF THE COMPLETED HOME,  
4 WHICH IS DESIGNED AND COMMONLY USED FOR OCCUPANCY BY PERSONS  
5 FOR RESIDENTIAL PURPOSES, IN EITHER TEMPORARY OR PERMANENT  
6 LOCATIONS, AND WHICH UNIT OR UNITS ARE NOT LICENSED AS A VEHICLE.

7 (3) ~~"Mobile home park" or "park" means a parcel of land used for~~  
8 ~~the continuous accommodation of five or more occupied mobile homes~~  
9 ~~and operated for the pecuniary benefit of the owner of the parcel of land,~~  
10 ~~his agents, lessees, or assignees. Mobile home park does not include~~  
11 ~~mobile home subdivisions or property zoned for manufactured home~~  
12 ~~subdivisions~~ "MANUFACTURED HOME COMMUNITY" OR "COMMUNITY"  
13 MEANS ANY INDIVIDUAL SITE, AREA, TRACT, OR PARCEL OF LAND UPON  
14 WHICH FIVE OR MORE MANUFACTURED HOMES USED OR OCCUPIED FOR  
15 DWELLING PURPOSES ARE LOCATED, AND SHALL INCLUDE ANY ROADWAY,  
16 BUILDING, STRUCTURE, INSTALLATION, ENCLOSURE, FIXTURES,  
17 EQUIPMENT, OR VEHICLE USED OR INTENDED FOR USE AS A PART OF THE  
18 FACILITIES OF THE COMMUNITY.

19 (4) ~~"Mobile home space", "space", "mobile home lot" or "lot"~~  
20 ~~means a parcel of land within a mobile home park designated by the~~  
21 ~~management to accommodate one mobile home and its accessory~~  
22 ~~buildings and to which the required sewer and utility connections are~~  
23 ~~provided by the mobile home park.~~

24 (5) "Premises" means a ~~mobile home park~~ MANUFACTURED HOME  
25 COMMUNITY and existing facilities and appurtenances therein, including  
26 furniture and utilities where applicable, and grounds, areas, and existing  
27 facilities held out for the use of home owners generally or the use of

1 which is promised to the home owner.

2 (6) "Rent" means any money or other consideration to be paid to  
3 the management for the right of use, possession, and occupation of the  
4 premises.

5 (7) "Rental agreement" means an agreement, written or implied  
6 by law, between the management and the home owner establishing the  
7 terms and conditions of a tenancy, including reasonable rules and  
8 regulations promulgated by the ~~park~~ MANUFACTURED HOME COMMUNITY  
9 management. A lease is a rental agreement.

10 (8) Repealed.

11 (9) "Tenancy" means the rights of a home owner to use a space or  
12 lot within a ~~park~~ MANUFACTURED HOME COMMUNITY on which to locate,  
13 maintain, and occupy a ~~mobile~~ MANUFACTURED home, lot improvements,  
14 and accessory structures for human habitation, including the use of  
15 services and facilities of the ~~park~~ COMMUNITY.

16 **38-12-202. Tenancy - notice to quit.** (1) (a) No tenancy or other  
17 lease or rental occupancy of space in a ~~mobile home park~~  
18 MANUFACTURED HOME COMMUNITY shall commence without a written  
19 lease or rental agreement, and no tenancy in a ~~mobile home park~~  
20 MANUFACTURED HOME COMMUNITY shall be terminated until a notice to  
21 quit has been served. Said notice to quit shall be in writing and in the  
22 form specified in section 13-40-107 (2), C.R.S. The property description  
23 required in section 13-40-107 (2), C.R.S., shall be deemed legally  
24 sufficient if it states:

25 (I) The name of the landlord or the ~~mobile home park~~  
26 MANUFACTURED HOME COMMUNITY;

27 (II) The mailing address of the property;

1 (III) The location or space number upon which the ~~mobile~~  
2 MANUFACTURED home is situate; and

3 (IV) The county in which the ~~mobile~~ MANUFACTURED home is  
4 situate.

5 (b) Service of the notice to quit ~~shall~~ MUST be as specified in  
6 section 13-40-108, C.R.S. Service by posting shall be deemed legally  
7 sufficient within the meaning of section 13-40-108, C.R.S., if the notice  
8 is affixed to the main entrance of the ~~mobile~~ MANUFACTURED home.

9 (c) (I) Except as otherwise provided in subparagraph (II) of this  
10 paragraph (c), the home owner shall be given a period of not less than  
11 sixty days to remove any ~~mobile~~ MANUFACTURED home from the premises  
12 from the date the notice is served or posted. In those situations where a  
13 ~~mobile~~ MANUFACTURED home is being leased to, or occupied by, persons  
14 other than its owner and in a manner contrary to the rules and regulations  
15 of the landlord, then in that event, the tenancy may be terminated by the  
16 landlord upon giving a thirty-day notice rather than said sixty-day notice.

17 (II) If the tenancy is terminated on grounds specified in section  
18 38-12-203 (1) (f), the home owner shall be given a period of not less than  
19 ten days to remove any ~~mobile~~ MANUFACTURED home from the premises  
20 from the date the notice is served or posted.

21 (2) No lease shall contain any provision by which the home owner  
22 waives his or her rights under this part 2, and any such waiver shall be  
23 deemed contrary to public policy and shall be unenforceable and void. In  
24 those situations where a ~~mobile~~ MANUFACTURED home is being leased to,  
25 or occupied by, persons other than its owner and in a manner contrary to  
26 the rules and regulations of the landlord OR MANAGEMENT, then, in that  
27 event, the tenancy may be terminated by the landlord upon giving a

1 thirty-day notice rather than said sixty-day notice.

2 (3) The landlord or management of a ~~mobile home park~~  
3 MANUFACTURED HOME COMMUNITY shall specify, in the notice required  
4 by this section, the reason for the termination, as described in section  
5 38-12-203, of any tenancy in such ~~mobile home park~~ MANUFACTURED  
6 HOME COMMUNITY. If the tenancy is being terminated based on the ~~mobile~~  
7 ~~home or mobile home~~ MANUFACTURED HOME OR MANUFACTURED HOME  
8 lot being out of compliance with the rules and regulations adopted  
9 pursuant to section 38-12-203 (1) (c), the notice required by this section  
10 shall include a statement advising the home owner that the home owner  
11 has a right to cure the noncompliance within thirty days of the date of  
12 service or posting of the notice to quit. The thirty-day period to cure any  
13 noncompliance set forth in this subsection (3) shall run concurrently with  
14 the sixty-day period to remove a ~~mobile~~ MANUFACTURED home from the  
15 premises as set forth in paragraph (c) of subsection (1) and subsection (2)  
16 of this section. Acceptance of rent by the landlord or management of a  
17 ~~mobile home park~~ MANUFACTURED HOME COMMUNITY during the  
18 thirty-day right to cure period set forth in section 38-12-203 (1) (c) shall  
19 not constitute a waiver of the landlord's right to terminate the tenancy for  
20 any noncompliance set forth in section 38-12-203 (1) (c).

21 **38-12-202.5. Action for termination.** (1) The action for  
22 termination shall be commenced in the manner described in section  
23 13-40-110, C.R.S. The property description shall be deemed legally  
24 sufficient and within the meaning of section 13-40-110, C.R.S., if it  
25 states:

26 (a) The name of the landlord or the ~~mobile home park~~  
27 MANUFACTURED HOME COMMUNITY;



1 (b) The mailing address of the property;

2 (c) The location or space number upon which the ~~mobile~~  
3 MANUFACTURED home is situate; and

4 (d) The county in which the ~~mobile~~ MANUFACTURED home is  
5 situate.

6 (2) Service of summons shall be as specified in section 13-40-112,  
7 C.R.S. Service by posting shall be deemed legally sufficient within the  
8 meaning of section 13-40-112, C.R.S., if the summons is affixed to the  
9 main entrance of the ~~mobile~~ MANUFACTURED home.

10 (3) Jurisdiction of courts in cases of forcible entry, forcible  
11 detainer, or unlawful detainer shall be as specified in section 13-40-109,  
12 C.R.S. Trial on the issue of possession shall be timely as specified in  
13 section 13-40-114, C.R.S., with no delay allowed for the determination  
14 of other issues or claims which may be severed at the discretion of the  
15 trial court.

16 (4) After commencement of the action and before judgment, any  
17 person not already a party to the action who is discovered to have a  
18 property interest in the ~~mobile~~ MANUFACTURED home shall be allowed to  
19 enter into a stipulation with the landlord and be bound thereby.

20 **38-12-203. Reasons for termination.** (1) A tenancy shall be  
21 terminated pursuant to this part 2 only for one or more of the following  
22 reasons:

23 (a) Failure of the home owner to comply with local ordinances  
24 and state laws and regulations relating to ~~mobile~~ MANUFACTURED homes  
25 and ~~mobile~~ MANUFACTURED home lots;

26 (b) Conduct of the home owner, on the ~~mobile home park~~  
27 MANUFACTURED HOME COMMUNITY premises, which constitutes an

1 annoyance to other home owners or interference with ~~park~~ management;

2 (c) Failure of the home owner to comply with written rules and

3 regulations of the ~~mobile home park~~ MANUFACTURED HOME COMMUNITY

4 either established by the management in the rental agreement at the

5 inception of the tenancy, amended subsequently thereto with the consent

6 of the home owner, or amended subsequently thereto without the consent

7 of the home owner on sixty days' written notice if the amended rules and

8 regulations are reasonable; except that the home owner shall have thirty

9 days from the date of service or posting of the notice to quit set forth in

10 section 38-12-202 (3) to cure any noncompliance on the ~~mobile home or~~

11 ~~mobile home~~ MANUFACTURED HOME OR MANUFACTURED HOME lot before

12 an action for termination may be commenced, except if local ordinances,

13 state laws and regulations, ~~park~~ COMMUNITY rules and regulations, or

14 emergency, health, or safety situations require immediate compliance. If

15 a home owner was in violation or noncompliance pursuant to this

16 paragraph (c) and was given notice and a right to cure such

17 noncompliance and within a twelve-month period from the date of service

18 of the notice is in noncompliance of the same rule or regulation and is

19 given notice of the second noncompliance, there shall be no right to cure

20 the second noncompliance. Regulations applicable to recreational

21 facilities may be amended at the reasonable discretion of the

22 management. For purposes of this paragraph (c), when the ~~mobile~~

23 MANUFACTURED home is owned by a person other than the owner of the

24 ~~mobile home park~~ MANUFACTURED HOME COMMUNITY, the ~~mobile~~

25 MANUFACTURED home is a separate unit of ownership, and regulations

26 that are adopted subsequent to the unit location in the ~~park~~ COMMUNITY

27 without the consent of the home owner and that place restrictions or

1 requirements on that separate unit are prima facie unreasonable. Nothing  
2 in this paragraph (c) shall prohibit a ~~mobile home park~~ MANUFACTURED  
3 HOME COMMUNITY owner from requiring compliance with current ~~park~~  
4 COMMUNITY unit regulations at the time of sale or transfer of the ~~mobile~~  
5 MANUFACTURED home to a new owner. Transfer under this paragraph (c)  
6 shall not include transfer to a co-owner pursuant to death or divorce or to  
7 a new co-owner pursuant to marriage.

8 (d) (I) Condemnation or change of use of the ~~mobile home park~~  
9 MANUFACTURED HOME COMMUNITY. When the owner of a ~~mobile home~~  
10 ~~park~~ MANUFACTURED HOME COMMUNITY is formally notified by a notice  
11 of intent to acquire pursuant to section 38-1-121 (1) or other similar  
12 provision of law, or a complaint in a condemnation action from an  
13 appropriate governmental agency that the ~~mobile home park~~  
14 MANUFACTURED HOME COMMUNITY, or any portion thereof, is to be  
15 acquired by the governmental agency or may be the subject of a  
16 condemnation proceeding, the landlord shall, within seventeen days,  
17 notify the home owners in writing of the terms of the notice of intent to  
18 acquire or complaint received by the landlord.

19 (II) In those cases where the landlord desires to change the use of  
20 the ~~mobile home park~~ MANUFACTURED HOME COMMUNITY and where  
21 such change of use would result in eviction of inhabited ~~mobile~~  
22 MANUFACTURED homes, the landlord shall first give the owner of each  
23 ~~mobile~~ MANUFACTURED home subject to such eviction a written notice of  
24 the landlord's intent to evict not less than six months prior to such change  
25 of use of the land, notice to be mailed to each home owner.

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

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

4 (I) Occurs on the ~~mobile home park~~ MANUFACTURED HOME  
5 COMMUNITY premises and unreasonably endangers the life of the  
6 landlord, any home owner or lessee of the ~~mobile home park~~  
7 MANUFACTURED HOME COMMUNITY, any person living in the ~~park~~  
8 COMMUNITY, or any guest, agent, invitee, or associate of the home owner  
9 or lessee of the home owner;

10 (II) Occurs on the ~~mobile home park~~ MANUFACTURED HOME  
11 COMMUNITY premises and constitutes willful, wanton, or malicious  
12 damage to or destruction of property of the landlord, any home owner or  
13 lessee of the ~~mobile home park~~ MANUFACTURED HOME COMMUNITY, any  
14 person living in the ~~park~~ COMMUNITY, or any guest, agent, invitee, or  
15 associate of the home owner or lessee of the home owner;

16 (III) Occurs on the ~~mobile home park~~ MANUFACTURED HOME  
17 COMMUNITY premises and constitutes a felony prohibited under article 3,  
18 4, 6, 7, 9, 10, 12, or 18 of title 18, C.R.S.; or

19 (IV) Is the basis for a pending action to declare the ~~mobile~~  
20 MANUFACTURED home or any of its contents a class 1 public nuisance  
21 under section 16-13-303, C.R.S.

22 (2) In an action pursuant to this part 2, the landlord ~~shall have~~ HAS  
23 the burden of proving that the landlord complied with the relevant notice  
24 requirements and that the landlord provided the home owner with a  
25 statement of reasons for the termination. In addition to any other defenses  
26 a home owner may have, it ~~shall be~~ IS a defense that the landlord's  
27 allegations are false or that the reasons for termination are invalid.

1           **38-12-204. Nonpayment of rent - notice required for rent**  
2 **increase.** (1) Any tenancy or other estate at will or lease in a ~~mobile~~  
3 ~~home park~~ MANUFACTURED HOME COMMUNITY may be terminated upon  
4 the landlord's written notice to the home owner requiring, in the  
5 alternative, payment of rent or the removal of the home owner's unit from  
6 the premises, within a period of not less than five days after the date  
7 notice is served or posted, for failure to pay rent when due.

8           (2) Rent shall not be increased without sixty days' written notice  
9 to the home owner. In addition to the amount and the effective date of the  
10 rent increase, such written notice ~~shall~~ MUST include the name, address,  
11 and telephone number of the ~~mobile home park~~ MANUFACTURED HOME  
12 COMMUNITY management, if such management is a principal owner, or  
13 owner of the ~~mobile home park~~ COMMUNITY and, if the owner is other  
14 than a natural person, the name, address, and telephone number of the  
15 owner's chief executive officer or managing partner; except that such  
16 ownership information need not be given if it was disclosed in the rental  
17 agreement made pursuant to section 38-12-213.

18           **38-12-204.3. Notice required for termination.** (1) Where the  
19 tenancy of a ~~mobile~~ MANUFACTURED home owner is being terminated  
20 under section 38-12-202 or ~~section~~ 38-12-204, the landlord or ~~mobile~~  
21 ~~home park~~ MANUFACTURED HOME COMMUNITY owner shall provide such  
22 ~~mobile~~ MANUFACTURED home owner with written notice as provided for  
23 in subsection (2) of this section. Service of such notice ~~shall~~ MUST occur  
24 at the same time and in the same manner as service of:

- 25           (a) The notice to quit as provided in section 38-12-202 (1); or
- 26           (b) The notice of nonpayment of rent as provided in section
- 27           38-12-204 (1).

1 (2) The notice required under this section ~~shall~~ MUST be in at least  
2 ten-point type and ~~shall~~ MUST read as follows:

3 **IMPORTANT NOTICE TO THE HOME OWNER:**

4 This notice and the accompanying notice to quit/notice of  
5 nonpayment of rent are the first steps in the eviction process. Any dispute  
6 you may have regarding the grounds for eviction should be addressed  
7 with your landlord or the management of the ~~mobile home park~~  
8 MANUFACTURED HOME COMMUNITY or in the courts if an eviction action  
9 is filed. Please be advised that the "~~Mobile Home Park Act~~"  
10 "MANUFACTURED HOME COMMUNITY ACT", part 2 of article 12 of title  
11 38, Colorado Revised Statutes, may provide you with legal protection:

12 NOTICE TO QUIT: The landlord or management of a ~~mobile~~  
13 ~~home park~~ MANUFACTURED HOME COMMUNITY must serve to a home  
14 owner a notice to quit in order to terminate a home owner's tenancy. The  
15 notice must be in writing and must contain certain information, including:

- 16 ! The grounds for the termination of the tenancy;
- 17 ! Whether or not the home owner has a right to cure under  
18 the "~~Mobile Home Park Act~~" "MANUFACTURED HOME  
19 COMMUNITY ACT"; and
- 20 ! That the home owner has a right to mediation pursuant to  
21 section 38-12-216, Colorado Revised Statutes, of the  
22 "~~Mobile Home Park Act~~" "MANUFACTURED HOME  
23 COMMUNITY ACT".

24 NOTICE OF NONPAYMENT OF RENT: The landlord or  
25 management of a ~~mobile home park~~ MANUFACTURED HOME COMMUNITY  
26 must serve to a home owner a notice of nonpayment of rent in order to  
27 terminate a home owner's tenancy. The notice must be in writing and

1 must require that the home owner either make payment of rent and any  
2 applicable fees due and owing or remove the owner's unit from the  
3 premises, within a period of not less than five days after the date the  
4 notice is served or posted, for failure to pay rent when due.

5 CURE PERIODS: If the home owner has a right to cure under the  
6 ~~"Mobile Home Park Act"~~ "MANUFACTURED HOME COMMUNITY ACT", the  
7 landlord or management of a ~~mobile home park~~ MANUFACTURED HOME  
8 COMMUNITY cannot terminate a home owner's tenancy without first  
9 providing the home owner with a time period OF 30 DAYS to cure the  
10 noncompliance. "Cure" refers to a home owner remedying, fixing, or  
11 otherwise correcting the situation or problem that caused the tenancy to  
12 be terminated pursuant to sections 38-12-202, 38-12-203, or 38-12-204,  
13 Colorado Revised Statutes.

14 COMMENCEMENT OF LEGAL ACTION TO TERMINATE  
15 THE TENANCY: After the last day of the notice period, a legal action  
16 may be commenced to take possession of the space leased by the home  
17 owner. In order to evict a home owner, the landlord or management of the  
18 ~~mobile home park~~ MANUFACTURED HOME COMMUNITY must prove:

19 ! The landlord or management complied with the notice  
20 requirements of the ~~"Mobile Home Park Act"~~  
21 "MANUFACTURED HOME COMMUNITY ACT";

22 ! The landlord or management provided the home owner  
23 with a statement of reasons for termination of the tenancy;  
24 and

25 ! The reasons for termination of the tenancy are true and  
26 valid under the ~~"Mobile Home Park Act"~~ "MANUFACTURED  
27 HOME COMMUNITY ACT".

1           A home owner must appear in court to defend against an eviction  
2           action. If the court rules in favor of the landlord or management of the  
3           ~~mobile home park~~ MANUFACTURED HOME COMMUNITY, the home owner  
4           will have not less than 48 hours from the time of the ruling to remove the  
5           ~~mobile~~ MANUFACTURED home and to vacate the premises. If a tenancy is  
6           being terminated pursuant to section 38-12-203 (1) (f), Colorado Revised  
7           Statutes, the home owner shall have not less than 48 hours from the time  
8           of the ruling to remove the home and vacate the premises. In all other  
9           circumstances, if the home owner wishes to extend such period beyond  
10          48 hours but not more than thirty days from the date of the ruling, the  
11          home owner shall prepay to the landlord an amount equal to any total  
12          amount declared by the court to be due to the landlord, as well as a pro  
13          rata share of rent for each day following the court's ruling that the ~~mobile~~  
14          MANUFACTURED home owner will remain on the premises. All  
15          prepayments shall be paid by certified check, by cashier's check, or by  
16          wire transfer and shall be paid no later than 48 hours after the court  
17          ruling.

18           **38-12-205. Termination prohibited.** A tenancy or other estate at  
19          will or lease in a ~~mobile home park~~ MANUFACTURED HOME COMMUNITY  
20          may not be terminated solely for the purpose of making the home owner's  
21          space in the ~~park~~ COMMUNITY available for another ~~mobile~~  
22          MANUFACTURED home or trailer coach.

23           **38-12-206. Home owner meetings - assembly in common areas.**  
24          Home owners ~~shall have the right to~~ MAY meet and establish a  
25          homeowners' association. Meetings of home owners or the homeowners'  
26          association relating to ~~mobile~~ MANUFACTURED home living and affairs in  
27          their ~~park~~ COMMUNITY common area, community hall, or recreation hall,



1 if such a facility or similar facility exists, ~~shall not be~~ ARE NOT subject to  
2 prohibition by the ~~park~~ COMMUNITY management if the common area or  
3 hall is reserved according to the ~~park~~ COMMUNITY rules and such  
4 meetings are held at reasonable hours and when the facility is not  
5 otherwise in use; except that no such meetings shall be held in the streets  
6 or thoroughfares of the ~~mobile home park~~ MANUFACTURED HOME  
7 COMMUNITY.

8 **38-12-207. Security deposits - legal process.** (1) The owner of  
9 a ~~mobile home park~~ MANUFACTURED HOME COMMUNITY or his OR HER  
10 agents may charge a security deposit not greater than the amount of one  
11 month's rent or two month's rent for multiwide units.

12 (2) Legal process, other than eviction, ~~shall~~ MUST be used for the  
13 collection of utility charges and incidental service charges other than  
14 those provided by the rental agreement.

15 **38-12-208. Remedies.** (1) (a) Upon granting judgment for  
16 possession by the landlord in a forcible entry and detainer action, the  
17 court shall immediately issue a writ of restitution which the landlord shall  
18 take to the sheriff. In addition, if a money judgment has been requested  
19 in the complaint and if service was accomplished by personal service, the  
20 court shall determine and enter judgment for any amounts due to the  
21 landlord and shall calculate a pro rata daily rent amount that must be paid  
22 for the MANUFACTURED home to remain in the ~~park~~ COMMUNITY. The  
23 court may rely upon information provided by the landlord or the  
24 landlord's attorney when determining the pro rata daily rent amount to be  
25 paid by the home owner. Upon receipt of the writ of restitution, the  
26 sheriff shall serve notice in accordance with the requirements of section  
27 13-40-108, C.R.S., to the home owner of the court's decision and entry of

1 judgment.

2 (b) The notice of judgment shall state that, at a specified time not  
3 less than forty-eight hours from the entry of judgment if a tenancy is  
4 being terminated pursuant to section 38-12-203 (1) (f) and, in all other  
5 instances, not less than forty-eight hours from the entry of judgment,  
6 which may be extended to not more than thirty days after the entry of  
7 judgment if the home owner has prepaid by certified check, by cashier's  
8 check, or by wire transfer no later than forty-eight hours after the court  
9 ruling to the landlord an amount equal to any total amount declared by the  
10 court to be due to the landlord, as well as a pro rata share of rent for each  
11 day following the court's ruling that the ~~mobile~~ MANUFACTURED home  
12 owner will remain on the premises, the sheriff will return to serve a writ  
13 of restitution and superintend the peaceful and orderly removal of the  
14 ~~mobile~~ MANUFACTURED home under that order of court. The notice of  
15 judgment shall also advise the home owner to prepare the ~~mobile~~  
16 MANUFACTURED home for removal from the premises by removing the  
17 skirting, disconnecting utilities, attaching tires, and otherwise making the  
18 ~~mobile~~ MANUFACTURED home safe and ready for highway travel.

19 (c) Should the home owner fail to have the ~~mobile~~  
20 MANUFACTURED home safe and ready for physical removal from the  
21 premises or should inclement weather or other unforeseen problems occur  
22 at the time specified in the notice of judgment, the landlord and the  
23 sheriff may, by written agreement, extend the time for the execution of  
24 the writ of restitution to allow time for the landlord to arrange to have the  
25 necessary work done or to permit the sheriff's execution of the writ of  
26 restitution at a time when weather or other conditions will make removal  
27 less hazardous to the ~~mobile~~ MANUFACTURED home.

1 (d) If the ~~mobile~~ MANUFACTURED home is not removed from the  
2 landlord's land on behalf of the ~~mobile~~ MANUFACTURED home owner  
3 within the time permitted by the writ of restitution, then the landlord and  
4 the sheriff ~~shall have the right to~~ MAY take possession of the ~~mobile~~  
5 MANUFACTURED home for the purposes of removal and storage. The  
6 liability of the landlord and the sheriff in such event ~~shall be~~ IS limited to  
7 gross negligence or willful and wanton disregard of the property rights of  
8 the home owner. The responsibility to prevent freezing and to prevent  
9 wind and weather damage to the ~~mobile~~ MANUFACTURED home lies  
10 exclusively with those persons who have a property interest in the ~~mobile~~  
11 MANUFACTURED home; except that the landlord may take appropriate  
12 action to prevent freezing, to prevent wind and weather damage, and to  
13 prevent damage caused by vandals.

14 (e) Reasonable removal and storage charges and the costs  
15 associated with preventing damage caused by wind, weather, or vandals  
16 can be paid by any party in interest. Those charges will run with the  
17 ~~mobile~~ MANUFACTURED home, and whoever ultimately claims the ~~mobile~~  
18 MANUFACTURED home will owe that sum to the person who paid it.

19 (2) (a) Prior to the issuance of said writ of restitution, the court  
20 shall make a finding of fact based upon evidence or statements of counsel  
21 that there is or is not a security agreement on the ~~mobile~~ MANUFACTURED  
22 home being subjected to the writ of restitution. A written statement on the  
23 ~~mobile~~ MANUFACTURED home owner's application for tenancy with the  
24 landlord that there is no security agreement on the ~~mobile~~  
25 MANUFACTURED home ~~shall be~~ CONSTITUTES prima facie evidence of the  
26 nonexistence of such security agreement.

27 (b) In those cases where the court finds there is a security

1 agreement on the ~~mobile~~ MANUFACTURED home subject to the writ of  
2 restitution and where that holder of the security agreement can be  
3 identified with reasonable certainty, then, upon receipt of the writ of  
4 restitution, the plaintiff shall promptly inform the holder of such security  
5 agreement as to the location of the ~~mobile~~ MANUFACTURED home, the  
6 name of the landlord who obtained the writ of restitution, and the time  
7 when the ~~mobile~~ MANUFACTURED home ~~will be~~ IS subject to removal by  
8 the sheriff and the landlord.

9 (3) The remedies provided in part 1 of this article and article 40  
10 of title 13, C.R.S., except as inconsistent with this part 2, ~~shall be~~ ARE  
11 applicable to this part 2.

12 **38-12-209. Entry fees prohibited - entry fee defined - security**  
13 **deposit - court costs - definition.** (1) The owner of a ~~mobile home park~~  
14 MANUFACTURED HOME COMMUNITY, or the agent of such owner, shall  
15 neither pay to nor receive from an owner or a seller of a ~~mobile~~  
16 MANUFACTURED home an entry fee of any type as a condition of tenancy  
17 in a ~~mobile home park~~ MANUFACTURED HOME COMMUNITY.

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

21 (a) Rent;

22 (b) A security deposit against actual damages to the premises or  
23 to secure rental payments, which deposit shall not be greater than the  
24 amount allowed under this part 2. Subsequent to July 1, 1979, security  
25 deposits will remain the property of the home owner, and they shall be  
26 deposited into a separate trust account by the landlord to be administered  
27 by the landlord as a private trustee. For the purpose of preserving the

1 corpus, the landlord will not commingle the trust funds with other money,  
2 but he OR SHE is permitted to keep the interest and profits thereon as his  
3 OR HER compensation for administering the trust account.

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

6 (d) Utilities;

7 (e) Incidental reasonable charges for services actually performed  
8 by the ~~mobile home park~~ MANUFACTURED HOME COMMUNITY owner or  
9 his OR HER agent and agreed to in writing by the home owner.

10 (3) The trial judge may award court costs and attorney fees in any  
11 court action brought pursuant to any provision of this part 2 to the  
12 prevailing party upon finding that the prevailing party undertook the court  
13 action and legal representation for a legally sufficient reason and not for  
14 a dilatory or unfounded cause.

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

21 **38-12-210. Closed communities prohibited.** (1) The owner of  
22 a ~~mobile home park~~ MANUFACTURED HOME COMMUNITY or his OR HER  
23 agent shall not require as a condition of tenancy in a ~~mobile home park~~  
24 MANUFACTURED HOME COMMUNITY that the prospective home owner has  
25 purchased a ~~mobile~~ MANUFACTURED home from any particular seller or  
26 from any one of a particular group of sellers.

27 (2) Such owner or agent shall not give any special preference in

1 renting to a prospective home owner who has purchased a ~~mobile~~  
2 MANUFACTURED home from a particular seller.

3 (3) A seller of ~~mobile~~ MANUFACTURED homes shall not require as  
4 a condition of sale that a purchaser locate in a particular ~~mobile home~~  
5 ~~park~~ MANUFACTURED HOME COMMUNITY or in any one of a particular  
6 group of ~~mobile home parks~~ MANUFACTURED HOME COMMUNITIES.

7 (4) The owner or operator of a ~~mobile home park~~ MANUFACTURED  
8 HOME COMMUNITY shall treat all persons equally in renting or leasing  
9 available space. Notwithstanding the foregoing, nothing in this subsection  
10 (4) ~~shall be construed to preclude~~ PRECLUDES owners and operators of  
11 ~~mobile home parks~~ MANUFACTURED HOME COMMUNITIES from providing  
12 housing for older persons as defined in section 24-34-502 (7) (b), C.R.S.

13 **38-12-211. Selling fees prohibited.** The owner of a ~~mobile home~~  
14 ~~park~~ MANUFACTURED HOME COMMUNITY or his OR HER agent shall not  
15 require payment of any type of selling fee or transfer fee by either a home  
16 owner in the ~~park~~ COMMUNITY wishing to sell his ~~mobile home~~ OR HER  
17 MANUFACTURED HOME to another party or by any party wishing to buy a  
18 ~~mobile~~ MANUFACTURED home from a home owner in the ~~park~~  
19 COMMUNITY as a condition of tenancy in a ~~mobile home park~~  
20 MANUFACTURED HOME COMMUNITY for the prospective buyer. This  
21 section shall in no way prevent the owner of a ~~mobile home park~~  
22 MANUFACTURED HOME COMMUNITY or his OR HER agent from applying  
23 the normal ~~park~~ COMMUNITY standards to prospective buyers before  
24 granting or denying tenancy or from charging a reasonable selling fee or  
25 transfer fee for services actually performed and agreed to in writing by  
26 the home owner. Nothing in this section ~~shall be construed to affect~~  
27 AFFECTS the rent charged. The owner of a ~~mobile~~ MANUFACTURED home

1 ~~shall have the right to~~ MAY place a "for sale" sign on or in his ~~mobile~~ OR  
2 HER MANUFACTURED home. The size, placement, and character of such  
3 signs ~~shall be~~ ARE subject to reasonable rules and regulations of the  
4 ~~mobile home park~~ MANUFACTURED HOME COMMUNITY.

5 **38-12-212. Certain types of owner-seller agreements**  
6 **prohibited.** A seller of ~~mobile~~ MANUFACTURED homes shall not pay or  
7 offer cash or other consideration to the owner of a ~~mobile home park~~  
8 MANUFACTURED HOME COMMUNITY or his OR HER agent for the purpose  
9 of reserving spaces or otherwise inducing acceptance of one or more  
10 ~~mobile~~ MANUFACTURED homes in a ~~mobile home park~~ MANUFACTURED  
11 HOME COMMUNITY.

12 **38-12-212.3. Responsibilities of landlord of a manufactured**  
13 **home community - acts prohibited.** (1) (a) Except as otherwise  
14 provided in this section, a landlord shall be responsible for and pay the  
15 cost of the maintenance and repair of:

16 (I) Any sewer lines, water lines, utility service lines, or related  
17 connections owned and provided by the landlord to the utility pedestal or  
18 pad space for a ~~mobile~~ MANUFACTURED home sited in the ~~park~~; and  
19 MANUFACTURED HOME COMMUNITY;

20 (II) Any accessory buildings or structures, including, but not  
21 limited to, sheds and carports, owned by the landlord and provided for the  
22 use of the residents; and

23 (III) The premises as defined in section 38-12-201.5 (5).

24 (b) Any landlord who fails to maintain or repair the items  
25 delineated in paragraph (a) of this subsection (1) shall be responsible for  
26 and pay the cost of repairing any damage to a ~~mobile~~ MANUFACTURED  
27 home which results from such failure. The landlord shall ensure that all

1 plumbing lines and connections owned and provided by the landlord to  
2 the utility pedestal or pad space for each ~~mobile~~ MANUFACTURED home  
3 in the ~~mobile home park~~ MANUFACTURED HOME COMMUNITY have  
4 plumbing that conformed to applicable law in effect at the time the  
5 plumbing was installed and that is maintained in good working order and  
6 running water and reasonable amounts of water at all times furnished to  
7 the utility pedestal or pad space and shall ensure that each pad space is  
8 connected to a sewage disposal system approved under applicable law;  
9 except that these conditions need not be met if:

10 (I) A ~~mobile~~ MANUFACTURED home is individually metered and  
11 the tenant occupying the ~~mobile~~ MANUFACTURED home fails to pay for  
12 water services;

13 (II) The local government in which the ~~mobile home park~~  
14 MANUFACTURED HOME COMMUNITY is situated shuts off water service to  
15 a ~~mobile~~ MANUFACTURED home for any reason;

16 (III) Weather conditions present a likelihood that water pipes will  
17 freeze, water pipes to a ~~mobile~~ MANUFACTURED home are wrapped in  
18 heated pipe tape, and the utility company has shut off electrical service to  
19 a ~~mobile~~ MANUFACTURED home for any reason or the heat tape  
20 malfunctions for any reason; or

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

23 (c) The landlord shall give a minimum of two days' notice to a  
24 ~~mobile~~ MANUFACTURED home owner if the water service will be disrupted  
25 for planned maintenance. The landlord shall ~~attempt to~~ give a reasonable  
26 amount of notice to home owners if water service is to be disrupted for  
27 any other reasons unless conditions are such that providing the notice



1 would result in property damage, health, or safety concerns or when  
2 conditions otherwise require emergency repair.

3 (2) No landlord shall require a resident to assume the  
4 responsibilities outlined in subsection (1) of this section as a condition of  
5 tenancy in the ~~mobile home park~~ MANUFACTURED HOME COMMUNITY.

6 (3) Nothing in this section: ~~shall be construed as:~~

7 (a) ~~Limiting~~ LIMITS the liability of a resident for the cost of  
8 repairing any damage caused by such resident to the landlord's property  
9 or other property located in the ~~park~~ MANUFACTURED HOME COMMUNITY;  
10 or

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

17 **38-12-212.7. Landlord's utilities account.** (1) Whenever a  
18 landlord contracts with a utility for service to be provided to a resident,  
19 the usage of which is to be measured by a master meter or other  
20 composite measurement device, such landlord shall remit to the utility all  
21 moneys collected from each resident as payment for the resident's share  
22 of the charges for such utility service within forty-five days of the  
23 landlord's receipt of payment.

24 (2) If a landlord fails to timely remit utility moneys collected from  
25 residents as required by subsection (1) of this section, such utility may,  
26 after written demand therefor is served upon the landlord, require the  
27 landlord to deposit an amount equal to the average daily charge for the

1 usage of such utility service for the preceding twelve months multiplied  
2 by the sum of ninety.

3 (3) Any utility ~~which~~ THAT prevails in an action brought to  
4 enforce the provisions of this section ~~shall be~~ IS entitled to an award of its  
5 reasonable attorney fees and court costs.

6 **38-12-213. Rental agreement - disclosure of terms in writing.**

7 (1) The terms and conditions of a tenancy must be adequately disclosed  
8 in writing in a rental agreement by the management to any prospective  
9 home owner prior to the rental or occupancy of a ~~mobile~~ MANUFACTURED  
10 home space or lot. Said disclosures shall include:

11 (a) The term of the tenancy and the amount of rent therefor,  
12 subject to the requirements of subsection (4) of this section;

13 (b) The day rental payment is due and payable;

14 (c) The day when unpaid rent shall be considered in default;

15 (d) The rules and regulations of the ~~park~~ COMMUNITY then in  
16 effect;

17 (e) The name and mailing address where a manager's decision can  
18 be appealed; AND

19 (f) All charges to the home owner other than rent.

20 (2) Said rental agreement shall be signed by both the management  
21 and the home owner, and each party shall receive a copy thereof.

22 (3) The management and the home owner may include in a rental  
23 agreement terms and conditions not prohibited by this part 2.

24 (4) The terms of tenancy ~~shall~~ MUST be specified in a written  
25 rental agreement subject to the following conditions:

26 (a) The standard rental agreement ~~shall~~ MUST be for a  
27 month-to-month tenancy.

1 (b) Upon written request by the home owner to the landlord, the  
2 landlord shall allow a rental agreement for a fixed tenancy of not less than  
3 one year if the home owner is current on all rent payments and is not in  
4 violation of the terms of the then-current rental agreement; except that an  
5 initial rental agreement for a fixed tenancy may be for less than one year  
6 in order to ensure conformity with a standard anniversary date. A landlord  
7 shall not evict or otherwise penalize a home owner for requesting a rental  
8 agreement for a fixed period.

9 (c) A landlord may, in the landlord's discretion, allow a lease for  
10 a fixed period of longer than one year. In such circumstances, the  
11 requirements of paragraphs (a) and (b) of this subsection (4) ~~shall~~ DO not  
12 apply.

13 **38-12-214. Rules and regulations.** (1) The management OF A  
14 MANUFACTURED HOME COMMUNITY shall adopt written rules and  
15 regulations concerning all home owners' use and occupancy of the  
16 premises. Such rules and regulations are enforceable against a home  
17 owner only if:

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

22 (b) They are reasonably related to the purpose for which they are  
23 adopted;

24 (c) They are not retaliatory or discriminatory in nature; AND

25 (d) They are sufficiently explicit in prohibition, direction, or  
26 limitation of the home owner's conduct to fairly inform him OR HER of  
27 what he OR SHE must or must not do to comply.

1           **38-12-215. New developments - rental of sites to dealers**  
2 **authorized.** (1) The management of a new ~~mobile home park or~~  
3 ~~manufactured housing~~ HOME community development may require as a  
4 condition of leasing a ~~mobile home site or~~ manufactured home site for the  
5 first time such site is offered for lease that the prospective lessee has  
6 purchased a ~~mobile home or~~ manufactured home from a particular seller  
7 or from any one of a particular group of sellers.

8           (2) A licensed ~~mobile home dealer or~~ a manufactured home dealer  
9 may, by contract with the management of a new ~~mobile home park or~~  
10 ~~manufactured housing~~ HOME community development, be granted the  
11 exclusive right to first-time rental of one or more ~~mobile home sites or~~  
12 manufactured home sites.

13           **38-12-216. Mediation, when permitted - court actions.** (1) In  
14 any controversy between the management and a home owner of a ~~mobile~~  
15 ~~home park~~ MANUFACTURED HOME COMMUNITY arising out of the  
16 provisions of this part 2, except for the nonpayment of rent or in cases in  
17 which the health or safety of other home owners is in imminent danger,  
18 such controversy may be submitted to mediation by either party prior to  
19 the filing of a forcible entry and detainer lawsuit upon agreement of the  
20 parties.

21           (2) The agreement, if one is reached, shall be presented to the  
22 court as a stipulation. Either party to the mediation may terminate the  
23 mediation process at any time without prejudice.

24           (3) If either party subsequently violates the stipulation, the other  
25 party may apply immediately to the court for relief.

26           **38-12-217. Notice of sale of manufactured home community**  
27 **- notice of change in use - definition.** (1) (a) The ~~mobile home park~~

1 owner OF THE MANUFACTURED HOME COMMUNITY shall notify the owners  
2 of all ~~mobile~~ MANUFACTURED homes in the ~~park~~ COMMUNITY and the  
3 municipality in which the ~~park~~ COMMUNITY is situated or, if none, the  
4 county in which the ~~park~~ COMMUNITY is situated of his or her intent to  
5 change the use of the land comprising the ~~park~~ COMMUNITY or to sell the  
6 ~~park~~ COMMUNITY pursuant to paragraph (b) or (c) of this subsection (1),  
7 as applicable.

8 (b) If the ~~mobile home park~~ owner OF THE MANUFACTURED HOME  
9 COMMUNITY intends to sell the ~~park~~ COMMUNITY, the notification shall be  
10 made only once for any particular contract to sell or trade and shall be by  
11 written notice mailed to each ~~mobile~~ MANUFACTURED home owner at the  
12 address shown on the rental agreement with the ~~mobile home park~~ owner  
13 OF THE MANUFACTURED HOME COMMUNITY at least ten days prior to the  
14 first scheduled closing for the sale or trade.

15 (c) If the ~~mobile home park~~ owner OF THE MANUFACTURED HOME  
16 COMMUNITY intends to change the use of the land comprising the ~~mobile~~  
17 ~~home park~~ COMMUNITY, the ~~mobile home park~~ owner OF THE COMMUNITY  
18 shall give written notice to each ~~mobile~~ MANUFACTURED home owner at  
19 least one hundred eighty days before the change in use will occur. The  
20 ~~mobile home park~~ owner OF THE COMMUNITY shall mail the written notice  
21 to each ~~mobile~~ MANUFACTURED home owner at the address shown on the  
22 LEASE OR rental agreement with the ~~mobile home park~~ owner OF THE  
23 COMMUNITY.

24 (2) The provisions of paragraph (b) of subsection (1) of this  
25 section shall not apply to the sale of a ~~mobile home park~~ MANUFACTURED  
26 HOME COMMUNITY when such sale occurs between members of an  
27 immediate family, related business entities, members and managers of a

1 limited liability company, shareholders, officers, and directors in a  
2 corporation, trustees and beneficiaries of a trust, or partners and limited  
3 liability partners in a partnership or limited liability partnership; except  
4 that such purchasers shall not change the use of the land comprising the  
5 ~~mobile home park~~ MANUFACTURED HOME COMMUNITY without complying  
6 with the notice provisions of this section. For purposes of this section,  
7 "immediate family" means persons related by blood or adoption WHO  
8 WOULD BE ENTITLED TO INHERIT FROM THE COMMUNITY OWNER UNDER  
9 PART 1 OR 2 OF ARTICLE 11 OF TITLE 15, C.R.S.

10 **38-12-218. Manufactured home owners - right to form a**  
11 **cooperative.** One or more members of a homeowners' association may,  
12 at any time, form a cooperative for the purposes of offering to purchase  
13 or finance a ~~mobile home park~~ MANUFACTURED HOME COMMUNITY. A  
14 home owner ~~shall~~ MUST be a member of the homeowners' association in  
15 order to participate in the cooperative, and participation in the cooperative  
16 ~~shall be~~ IS voluntary.

17 **38-12-219. Home owners' and owner or management's rights**  
18 **- treatment of manufactured home as real property.** (1) Every home  
19 owner and landlord ~~shall have~~ OR MANAGEMENT OF A MANUFACTURED  
20 HOME COMMUNITY HAS the right to the following:

21 (a) Protection from abuse or disregard of state or local law by the  
22 landlord OR MANAGEMENT and home owners;

23 (b) Peaceful enjoyment of the home owner's ~~mobile~~  
24 MANUFACTURED home space, free from unreasonable, arbitrary, or  
25 capricious rules and enforcement thereof; and

26 (c) Tenancy free from harassment or frivolous lawsuits by the  
27 landlord OR MANAGEMENT and homeowners.

1           **38-12-220. Private civil right of action.** Any home owner who  
2 owns a home in a ~~mobile home park~~ MANUFACTURED HOME COMMUNITY  
3 where the landlord has violated any provision of this article shall have a  
4 private civil right of action against the landlord. In any such action, the  
5 home owner ~~shall be~~ IS entitled to actual economic damages and  
6 reasonable attorney fees and costs if the home owner is successful in the  
7 action.

8           **38-12-221. Access by counties and municipalities.**  
9 Notwithstanding any other provision of law, upon a finding that the  
10 utilities in a ~~park~~ MANUFACTURED HOME COMMUNITY create a significant  
11 health or safety danger to ~~park~~ COMMUNITY residents, the landlord of a  
12 ~~mobile home park~~ MANUFACTURED HOME COMMUNITY shall grant county  
13 or municipal officers or employees access to the ~~mobile home park~~  
14 MANUFACTURED HOME COMMUNITY for the purposes of investigating or  
15 conducting a study related to such danger.

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

18           **13-40-110. Action - how commenced.** (2) In an action for  
19 termination of a tenancy in a ~~mobile home park~~ MANUFACTURED HOME  
20 COMMUNITY, the complaint, in addition to the requirements of subsection  
21 (1) of this section, shall specify the particular reasons for termination as  
22 such reasons are stated in section 38-12-203, C.R.S. Such complaint shall  
23 specify the approximate time, place, and manner in which the tenant  
24 allegedly committed the acts giving rise to the complaint. If the action is  
25 based on the ~~mobile home or mobile home~~ MANUFACTURED HOME OR  
26 MANUFACTURED HOME lot being out of compliance with the rules and  
27 regulations adopted pursuant to section 38-12-203 (1) (c), C.R.S., the

1 complaint shall specify that the home owner was given thirty days from  
2 the date of service or posting of the notice to quit to cure the  
3 noncompliance and that thirty days have passed and the noncompliance  
4 has not been cured.

5 **SECTION 3.** In Colorado Revised Statutes, 32-1-103, **amend** (5)  
6 (d) and (23) (c) as follows:

7 **32-1-103. Definitions.** As used in this article, unless the context  
8 otherwise requires:

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

15 (23) (c) For all elections and petitions that require ownership of  
16 real property or land, a mobile home as defined in section ~~38-12-201.5 (2)~~  
17 ~~or~~ 5-1-301 (29), C.R.S., or a manufactured home as defined in section  
18 42-1-102 (106) (b), C.R.S., ~~shall be~~ ARE deemed sufficient to qualify as  
19 ownership of real property or land for the purpose of voting rights and  
20 petitions.

21 **SECTION 4.** In Colorado Revised Statutes, **amend** 35-70-104.1  
22 as follows:

23 **35-70-104.1. Mobile home ownership - elections and petitions.**

24 Notwithstanding any other provision of this article to the contrary, for all  
25 elections and petitions that require ownership of real property or land, a  
26 mobile home as defined in section ~~38-12-201.5 (2)~~ ~~or~~ 5-1-301 (29),  
27 C.R.S., or a manufactured home as defined in section 42-1-102 (106) (b),



1 C.R.S., ~~shall be~~ ARE deemed sufficient to qualify as ownership of real  
2 property or land for the purpose of voting rights and petitions.

3 **SECTION 5.** In Colorado Revised Statutes, 37-97-103, **amend**  
4 (6) as follows:

5 **37-97-103. Mandatory use of metered water delivery and**  
6 **billing systems.** (6) A mobile home park, as defined in ~~section~~  
7 ~~38-12-201.5(3)~~ SECTION 5-1-301 (29), C.R.S., which makes water service  
8 available to tenants but does not bill such tenants for water as a separate  
9 item is exempt from the provisions of this article.

10 **SECTION 6.** In Colorado Revised Statutes, 38-12-506, **amend**  
11 (1) introductory portion as follows:

12 **38-12-506. Opt-out.** (1) If a dwelling unit is contained within a  
13 ~~mobile home park~~ MANUFACTURED HOME COMMUNITY, as defined in  
14 section 38-12-201.5 (3), or if there are four or fewer dwelling units  
15 sharing common walls or located on the same parcel, as defined in section  
16 30-28-302 (5), C.R.S., all of which have the same owner, or if the  
17 dwelling unit is a single-family residential premises:

18 **SECTION 7.** In Colorado Revised Statutes, 38-12-511, **amend**  
19 (1) (i) as follows:

20 **38-12-511. Application.** (1) Unless created to avoid its  
21 application, this part 5 shall not apply to any of the following  
22 arrangements:

23 (i) Any relationship between the owner of a ~~mobile home park~~  
24 MANUFACTURED HOME COMMUNITY and the owner of a ~~mobile home~~  
25 MANUFACTURED HOME situated in the park.

26 **SECTION 8.** In Colorado Revised Statutes, **add** 24-32-725 as  
27 follows:

1           **24-32-725. Manufactured homes - duties - dispute resolution**

2           **- manufactured home community fund - legislative declaration -**

3           **definitions.** (1) (a) THE GENERAL ASSEMBLY HEREBY FINDS, DETERMINES,

4           AND DECLARES THAT IT IS THE POLICY OF THE STATE TO PRESERVE

5           AFFORDABLE HOUSING AND THAT MANUFACTURED HOMES CONSTITUTE AN

6           IMPORTANT AND EFFECTIVE WAY TO MEET COLORADO'S AFFORDABLE

7           HOUSING NEEDS. BY ENACTING THIS SECTION, THE GENERAL ASSEMBLY

8           INTENDS TO ENHANCE THE QUALITY AND STABILITY OF MANUFACTURED

9           HOME COMMUNITIES, TO PRESERVE AND STRENGTHEN THE

10          MANUFACTURED HOME INDUSTRY, TO ESTABLISH ALTERNATIVE PROCESSES

11          TO TIME-CONSUMING AND COSTLY PROCESSES FOR RESOLVING DISPUTES

12          BETWEEN LANDLORDS AND HOME OWNERS, TO CREATE THE

13          MANUFACTURED HOME COMMUNITY FUND TO ASSIST OWNERS OF

14          MANUFACTURED HOME COMMUNITIES AND HOME OWNERS IN SATISFYING

15          THEIR MUTUAL INTERESTS IN THE CREATION AND PRESERVATION OF

16          STRONG, VIBRANT, AND GROWING COMMUNITIES, AND TO ENCOURAGE

17          RESIDENT OWNERSHIP OF MANUFACTURED HOME COMMUNITIES, AS

18          APPROPRIATE.

19                 (b) THIS SECTION IS TO BE LIBERALLY CONSTRUED TO ACCOMPLISH

20          THE LEGISLATIVE INTENT EXPRESSED HEREIN.

21                 (2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE

22          REQUIRES:

23                 (a) "FUND" MEANS THE MANUFACTURED HOME COMMUNITY FUND

24          CREATED IN SUBSECTION (5) OF THIS SECTION.

25                 (b) "HOME OWNER" HAS THE SAME MEANING AS IN SECTION

26          38-12-201.5 (1), C.R.S.

27                 (c) "MANAGEMENT" OR "LANDLORD" HAS THE SAME MEANING AS

1 IN SECTION 38-12-201.5 (1.5), C.R.S.

2 (d) "MANUFACTURED HOME" HAS THE SAME MEANING AS IN  
3 SECTION 38-12-201.5 (2), C.R.S.

4 (e) "MANUFACTURED HOME COMMUNITY" HAS THE SAME MEANING  
5 AS IN SECTION 38-12-201.5 (3), C.R.S.

6 (f) "MHCA" MEANS THE "MANUFACTURED HOME COMMUNITY  
7 ACT", PART 2 OF ARTICLE 12 OF TITLE 38, C.R.S.

8 (3) IN CONNECTION WITH ITS RESPONSIBILITIES UNDER THIS  
9 SECTION, THE DIVISION HAS THE FOLLOWING POWERS AND DUTIES,  
10 WITHOUT LIMITATION:

11 (a) TO SAFEGUARD AND PROMOTE THE MUTUAL INTERESTS OF  
12 LANDLORDS OR MANAGEMENT OF MANUFACTURED HOME COMMUNITIES  
13 AND HOME OWNERS;

14 (b) TO COLLECT ECONOMIC AND DEMOGRAPHIC DATA ANNUALLY  
15 FROM MANUFACTURED HOME COMMUNITIES ACROSS THE STATE,  
16 INCLUDING THE AMOUNT OF RENT AND RATE OF VACANCY FOR EACH TYPE  
17 OF MANUFACTURED HOME IN THE COMMUNITY, AS WELL AS DATA  
18 CONCERNING DISPUTES OVER AND ALLEGED VIOLATIONS OF THE MHCA,  
19 AND TO PROSCRIBE THE FORM OF COLLECTION FOR SUCH DATA;

20 (c) TO PROVIDE CONTINUING EDUCATIONAL OPPORTUNITIES FOR  
21 LANDLORDS OF, AND HOME OWNERS WITHIN, MANUFACTURED HOME  
22 COMMUNITIES CONCERNING THEIR RESPECTIVE RIGHTS AND  
23 RESPONSIBILITIES UNDER THE MHCA, THIS PART 34, AND UNDER ANY  
24 OTHER APPLICABLE LAWS OF THE STATE IN ADDITION TO, WITHOUT  
25 LIMITATION, INFORMATION CONCERNING THE FORMATION OF HOMEOWNER  
26 ASSOCIATIONS AND RESIDENT OWNED COMMUNITIES;

27 (d) TO ADMINISTER PROGRAMS ESTABLISHED BY THE STATE THAT

1 ARE INTENDED TO SAFEGUARD AND PROMOTE THE MAINTENANCE,  
2 DEVELOPMENT, AND SUCCESS OF MANUFACTURED HOME COMMUNITIES  
3 ACROSS THE STATE;

4 (e) TO FOSTER COLLABORATION WITH LOCAL GOVERNMENTS TO  
5 BETTER ACHIEVE THE PURPOSES OF THIS SECTION;

6 (f) TO CREATE AND ADMINISTER THE DISPUTE RESOLUTION  
7 PROGRAM IN ACCORDANCE WITH SUBSECTION (4) OF THIS SECTION; AND

8 (g) TO ADMINISTER THE MANUFACTURED HOME COMMUNITY FUND  
9 CREATED IN PARAGRAPH (a) OF SUBSECTION (5) OF THIS SECTION.

10 (4) (a) BY ENACTING THIS SUBSECTION (4), IT IS THE INTENT OF  
11 THE GENERAL ASSEMBLY TO PROVIDE AN EQUITABLE AS WELL AS A LESS  
12 COSTLY AND MORE EFFICIENT WAY FOR LANDLORDS, MANAGEMENT, AND  
13 HOME OWNERS TO RESOLVE DISPUTES THAT MAY ARISE BETWEEN OR  
14 AMONG THEM.

15 (b) NOT LATER THAN JULY 1, 2016, THE DIVISION SHALL CREATE  
16 BY RULE IN ACCORDANCE WITH ARTICLE 4 OF THIS TITLE A DISPUTE  
17 RESOLUTION PROGRAM THAT WILL PROVIDE LANDLORDS AND HOME  
18 OWNERS WITH A COST-EFFECTIVE AND TIME-EFFICIENT PROCESS TO  
19 RESOLVE DISPUTES CONCERNING ALLEGED VIOLATIONS OF THE MHCA.

20 (c) THE PROGRAM REQUIRED BY PARAGRAPH (b) OF THIS  
21 SUBSECTION (4) MUST ADDRESS SUCH MATTERS AS ARE APPROPRIATE FOR  
22 INCLUSION IN A DISPUTE RESOLUTION PROGRAM THAT WILL BEST FULFILL  
23 THE INTENT OF THIS SECTION.

24 (d) IN ADDITION TO ITS DUTIES UNDER SUBSECTION (3) OF THIS  
25 SECTION, THE DIVISION SHALL ALSO MAINTAIN FOR PUBLIC DISSEMINATION  
26 A LIST OF LOCAL GOVERNMENT AGENCIES AND COMMUNITY-BASED  
27 NONPROFIT ORGANIZATIONS THAT ARE CREATED AND EMPOWERED TO

1       MEDIATE DISPUTES BETWEEN OR AMONG LANDLORDS, MANAGEMENT, AND  
2       HOME OWNERS WITHIN MANUFACTURED HOME COMMUNITIES. THE LIST  
3       REQUIRED BY THIS PARAGRAPH (d) MUST BE MADE PUBLICLY AVAILABLE  
4       ON THE WEB SITE OF THE DIVISION.

5               (5) (a) THERE IS HEREBY CREATED IN THE STATE TREASURY THE  
6       MANUFACTURED HOME COMMUNITY FUND. THE FUND IS ADMINISTERED BY  
7       THE DIVISION. THE FUND CONSISTS OF ANY MONEYS:

8               (I) APPROPRIATED TO THE FUND BY THE GENERAL ASSEMBLY;

9               (II) TRANSFERRED INTO THE FUND FROM THE COLORADO HOUSING  
10       INVESTMENT FUND CREATED FROM THE ATTORNEY GENERAL'S CUSTODIAL  
11       FUNDS AND ADMINISTERED BY THE DIVISION OF HOUSING IN THE  
12       DEPARTMENT OF LOCAL AFFAIRS;

13              (III) TRANSFERRED INTO THE FUND FROM THE HOUSING  
14       INVESTMENT TRUST FUND CREATED IN SECTION 24-32-717 (1) (a), OR THE  
15       HOUSING DEVELOPMENT GRANT FUND CREATED IN SECTION 24-32-721 (1);  
16       AND

17              (IV) COLLECTED BY THE DIVISION FOR PURPOSES OF THIS SECTION  
18       FROM FEDERAL GRANTS AND FROM OTHER CONTRIBUTIONS, GIFTS,  
19       GRANTS, AND DONATIONS RECEIVED FROM ANY OTHER ORGANIZATION,  
20       ENTITY, OR INDIVIDUAL, PUBLIC OR PRIVATE.

21              (b) THE FUND ALSO CONSISTS OF ANY FEES OR INTEREST EARNED  
22       ON ANY OF THE MONEYS SPECIFIED IN PARAGRAPH (a) OF THIS SUBSECTION  
23       (5) THAT HAVE BEEN TRANSFERRED INTO THE FUND, WHICH MONEYS THE  
24       DIVISION IS HEREBY AUTHORIZED AND DIRECTED TO SOLICIT, ACCEPT,  
25       EXPEND, AND DISBURSE FOR THE PURPOSES SPECIFIED IN THIS SECTION.

26              (c) ANY MONEYS IN THE FUND AT THE END OF ANY FISCAL YEAR DO  
27       NOT REVERT TO THE GENERAL FUND. THE MONEYS IN THE FUND ARE

1 CONTINUOUSLY APPROPRIATED TO THE DIVISION FOR THE PURPOSES  
2 SPECIFIED IN THIS SECTION. FOR ANY STATE FISCAL YEAR, NO MORE THAN  
3 THREE PERCENT OF THE MONEYS APPROPRIATED FROM THE FUND MAY BE  
4 EXPENDED FOR THE ADMINISTRATIVE COSTS OF THE DIVISION IN  
5 ADMINISTERING THE TRUST FUND.

6 (d) IN ADDITION TO PROGRAM ADMINISTRATION AS SPECIFIED IN  
7 PARAGRAPH (c) OF THIS SUBSECTION (5), MONEYS IN THE FUND MUST BE  
8 USED, WITHOUT LIMITATION, AS FOLLOWS:

9 (I) ASSIST WITH THE COSTS OF RELOCATION INCURRED BY HOME  
10 OWNERS IN CONNECTION WITH A CHANGE IN LAND USE AFFECTING A  
11 MANUFACTURED HOME COMMUNITY;

12 (II) PROVIDE RENT SUBSIDIES TO ASSIST HOME OWNERS ON FIXED  
13 OR LOW INCOMES IN MEETING THEIR RENT OBLIGATIONS;

14 (III) PROVIDE LOW INTEREST LOANS OR GRANTS TO THE OWNERS  
15 OF MANUFACTURED HOME COMMUNITIES OR LOCAL GOVERNMENTS FOR  
16 THE PURPOSE OF REPAIRING AGING OR BROKEN INFRASTRUCTURE WITHIN  
17 MANUFACTURED HOME COMMUNITIES;

18 (IV) PRESERVE AND EXPAND THE INVENTORY OF MANUFACTURED  
19 HOUSING STOCK;

20 (V) LEVERAGE MONEY AT THE LOCAL LEVEL OR IN CONCERT WITH  
21 OTHER PUBLIC OR PRIVATE RESOURCES TO ACHIEVE ANY OF THE USES OF  
22 THE FUND SPECIFIED IN THIS PARAGRAPH (d); AND

23 (VI) ANY OTHER USES AS WILL, IN THE DETERMINATION OF THE  
24 DIVISION, PROMOTE THE OBJECTIVES OF THIS SECTION.

25 **SECTION 9.** In Colorado Revised Statutes, 24-32-705, **add** (1)  
26 (u) as follows:

27 **24-32-705. Functions of division - repeal.** (1) The division has

1 the following functions:

2 (u) TO PERFORM THE POWERS AND DUTIES DELEGATED TO IT  
3 UNDER SECTION 24-32-725, AND TO GENERALLY ADMINISTER SAID  
4 SECTION IN A MANNER THAT PROMOTES THE LEGISLATIVE INTENT  
5 SPECIFIED IN SECTION 24-32-725 (1).

6 **SECTION 10. Act subject to petition - effective date.** This act  
7 takes effect September 1, 2015; except that, if a referendum petition is  
8 filed pursuant to section 1 (3) of article V of the state constitution against  
9 this act or an item, section, or part of this act within the ninety-day period  
10 after final adjournment of the general assembly, then the act, item,  
11 section, or part will not take effect unless approved by the people at the  
12 general election to be held in November 2016 and, in such case, will take  
13 effect on the date of the official declaration of the vote thereon by the  
14 governor.