

District Court Gunnison County, Colorado Court Address: 200 E. Virginia Ave. Gunnison, CO 81230	DATE FILED: June 30, 2022 1:39 PM FILING ID: 9A69A8B2E3160 CASE NUMBER: 2022CV30027
Plaintiff: Organizacion de Nuevas Esperanzas, a Colorado nonprofit corporation v. Defendant: Ski Town Village, LLC, a Colorado limited liability company	▲ COURT USE ONLY ▲
Pro Bono Attorneys for Plaintiff: William P. Edwards, Atty. Reg. #: 54820 William P. Edwards, PC 125 W. Virginia Ave., #237 Gunnison, CO 81230 Telephone: 970-648-0808 will@edwardslawcolorado.com Blair Kanis, Atty. Reg. #: 41654 David Valleau, Atty. Reg. #: 53800 Colorado Poverty Law Project 1801 California, Suite 3000 Denver, CO 80202	Case Number: 22CV___ Division: Courtroom:
VERIFIED COMPLAINT	

Plaintiff Organizacion de Nuevas Esperanzas (“ONE”), by and through its *pro bono* attorneys William P. Edwards, PC and the Colorado Poverty Law Project, and for its Complaint against Defendant Ski Town Village, LLC (“Ski Town Village”), states as follows:

Parties, Jurisdiction, and Venue

1. ONE is a Colorado nonprofit corporation with its principal place of business at 2388 State Hwy 135, Lot 20, Gunnison, CO 81230.
2. ONE’s membership includes mobile homeowners of the mobile home park located at 2388 State Hwy 135, Lot 20, Gunnison, CO 81230, commonly known and referenced

- to herein as “Country Meadows” although the new owner has purported to change its name to Ski Town Village mobile home park.
3. Ski Town Village, LLC is a Colorado limited liability company with its principal place of business at 901 N Pennsylvania St, Denver CO 80203-3118.
 4. This dispute concerns violations of the Colorado Mobile Home Park Act, C.R.S. § 38-12-200, *et seq.* (“MHPA”), and related laws concerning tenants and landlords.
 5. MHPA provides mobile home owners for a private civil right of action against landlords who violate the MHPA. C.R.S. § 38-12-220.
 6. This right is independent of, and not limited by, administrative enforcement of the MHPA. C.R.S. § 38-12-1105(12) (“This section does not provide an exclusive remedy and does not limit the right of landlords or home owners to take legal action against another party as provided in the act or otherwise.”). Mobile home owners may bring a private civil action without exhausting administrative remedies. *Id.* (“Exhaustion of the administrative remedy provided in this section is not required before a landlord or home owner may bring a legal action.”).
 7. ONE has filed an administrative complaint with the Colorado Department of Local Affairs, Division of Housing (the “Division”) concurrent with filing of this Complaint in which it also asserts the MHPA violations set forth herein.
 8. ONE has organizational standing to assert claims on behalf of its members in this case. *See, CO2 Comm., Inc. v. Montezuma Cty.*, 2021 COA 36M, ¶ 27, 491 P.3d 516.
 9. This Court has jurisdiction pursuant to Colo. Const. art. VI, § 9.
 10. Personal jurisdiction exists over Ski Town Village because the claims asserted in this Complaint arise from Ski Town Village’s operation of a mobile home park located in Gunnison County.
 11. This complaint concerns rights in real property located in Gunnison County, Colorado. Therefore, venue is proper pursuant to C.R.C.P. 98(a).

Factual Background

12. Country Meadows is a mobile home park located in Gunnison County, just north of the city limits of Gunnison. The property constituting Country Meadows is fully described in **Exhibit A**.
13. Prior to the purchase of Country Meadows by Ski Town Village, Country Meadows was owned by River Walk Village, LLC, a Colorado limited liability company (“River Walk”).

14. Approximately 55 mobile homes are located on the premises of Country Meadows.
15. On information and belief, almost all of these homes are owned by people residing in the homes.
16. Sometime in late 2019 or early 2020, the mobile home owners (the “Homeowners”) of Country Meadows organized informally under the name The Association of Homeowners and Residents of Country Meadows (the “Association”).
17. The Association undertook action on behalf the Homeowners to advocate for better conditions in Country Meadows and to enforce the rights of the Homeowners under Colorado law as it pertained to their tenancy at Country Meadows.
18. On May 10, 2020, the Division received a complaint from the Association regarding numerous issues pertaining to the conditions at Country Meadows (the “DOLA Complaint”). See **Exhibit B**, Written Determination and Notice of Violation, 2.
19. The Division had previously corresponded with River Walk between January and April 2020 regarding improper lease terminations and an improper rent increase. *Id.*
20. The Division conducted an investigation of the allegations set forth in the DOLA Complaint (the “DOLA Investigation”), receiving evidence from the Association, certain residents, Gunnison County, and River Walk, between May 13, 2020 and September 3, 2021. *Id.*
21. During the pendency of the DOLA Investigation, in a letter dated June 25, 2021, the previous owner of Country Meadows, River Walk notified the Homeowners that River Walk had listed Country Meadows for sale on June 22, 2021, and “intend[ed] to make a final, unconditional acceptance of an offer to purchase Country Meadows received June 24, 2021.” See **Exhibit C**, Letter dated June 25, 2021.
22. The listing of Country Meadows and pending acceptance of an offer gave the Homeowners the right to submit their own purchase offer to River Walk pursuant to C.R.S. § 38-12-217 or assign that right to a nonprofit organization or local government.
23. ONE was formally created by the Homeowners in August 2021 to pursue this opportunity to purchase Country Meadows, as well as to provide a formal, collective voice for the Homeowners in matters affecting the living conditions at Country Meadows and the Homeowners’ rights under Colorado law.
24. Through ONE, the Homeowners assigned their right to purchase Country Meadows to Gunnison County.
25. Gunnison County attempted to contact River Walk regarding purchasing Country Meadows, but requests for information by the County were ignored. Gunnison

County's attempt to purchase Country Meadows ultimately failed due to this lack of communication.

26. Despite its failed attempt to purchase the park, ONE and the Homeowners continued to work with Gunnison County to improve conditions at Country Meadows and inform Homeowners of their rights under Colorado law.
27. Such actions included hosting "know your rights" trainings for Homeowners and lobbying state and local representatives regarding amendments to the MHPA.
28. On February 24, 2022, the Division issued a Written Determination and Notice of Violation, finding that River Walk had violated the MHPA due to failures to maintain utility lines, failure to remove snow, failure to provide adequate drainage, failure to maintain trees, failure to provide notice of water service disruption, and improper lease termination. Ex. B, Written Determination and Notice of Violation, 2-11.
29. The NOV noted that, while the failure to maintain utility lines had been remedied before the NOV was issued, River Walk would incur fines related to the remaining violations if the violations were not corrected within specific timeframes. Ex. B, Written Determination and Notice of Violation, 2-11.
30. On information and belief, none of the remaining violations have been remedied by either River Walk or Ski Town Village.
31. ONE also attempted to work with another nonprofit organization, Thistle ROC, to obtain independent financing to make an offer on Country Meadows.
32. As part of this process, ONE explored grant and community funding for anticipated needed capital improvements at Country Meadows.
33. On ONE's behalf, Thistle ROC put together a pro forma and draft offer for Country Meadows. This draft offer was presented to the Homeowners in a community meeting held Saturday, April 24, 2022. At the conclusion of the meeting, the Homeowners decided to consider the offer and hold a vote on it at the next community meeting a week later.
34. On or about April 29, 2022, the Homeowners received a letter from Ski Town Village (the "Sale Notice") notifying them that Country Meadows had been sold and informing the Homeowners that lot rent would be increased from \$425 per month to \$725 per month beginning July 1, 2022. See **Exhibit D**, Sale Notice Letter.
35. The Sale Notice listed John Romero as the chief executive officer of Ski Town Village. The Sale Notice also gave a phone number for Romero with a California area code, and a local emergency contact number.

36. The Sale Notice listed a P.O. Box in Cheyenne, Wyoming as Ski Town Village's address, and instructed Homeowners to mail rent there. The Sale Notice stated that "[e]ffective immediately, no former representative or employee of [River Walk] has authority to act on our behalf in any capacity." *Id.*
37. Due to the Sale Notice arriving only days before rent was due, some Homeowners had already mailed rent payments to River Walk.
38. Despite the apparent revocation of any authority from River Walk, these payments were not returned, and checks mailed to River Walk were deposited.¹ This situation caused confusion among some Homeowners as to whether the Sale Notice was genuine.
39. Homeowners experienced water outages on April 30, having either no water, only intermittent water, or extremely low water pressure. There was no notice before or after these outages.
40. Some Homeowners reached out to the phone numbers provided by Ski Town Village.
41. One such Homeowner is Elizabeth "Liz" McGee, the president of the ONE board.
42. McGee had received the Sale Notice on May 4 and left a voicemail at the number provided for Romero that day. McGee also called on May 6 and left another voicemail.
43. Romero returned McGee's call later in the day on May 6. Among other things, McGee told Romero about the water issues at Country Meadows and inquired about the rent increase and expressed concern that many Homeowners would not be able to afford the increase.
44. Romero told McGee that the rent increase was to pay for infrastructure at Country Meadows and "profit."
45. Another Homeowner, Kaitlyn Young, spoke with Romero over the phone on May 2. Romero informed Young that he was raising rent because of a potential cap on rent increases then included in draft legislation to amend the MHPA.
46. McGee spoke with Romero by phone again on or about May 17, regarding maintenance at Country Meadows. In that phone call, Romero informed McGee that issues with trees would be addressed that week, that issues with road drainage would be addressed the following week, and that Ski Town Village was still working on issues with the Country Meadows water system.

¹ Residents were not required to pay double rent. It appears that there was likely some agreement between River Walk and Ski Town Village regarding these payments, but ONE has no knowledge of any such agreement.

47. However, on the same or a separate call around the same time period, Romero informed McGee that he would not have a regular maintenance person at Country Meadows or in Gunnison.
48. Despite these assurances, no work was done on the trees at County Meadows until June 1 and the work that was done did not fully address the MHPA violation related to the trees.
49. Further, at the time of the filing of this Complaint, no work has been done to remedy the road drainage issues.
50. On or about May 17, Country Meadows also began experiencing regular water outages and extremely low water pressure. These issues continued through the remainder of the month and limited the Homeowners' ability to engage in basic every day activities at least 50% of days in May and the first three weeks of June 2022.
51. Several Homeowners attempted to contact Ski Town Village regarding the water outages and other maintenance issues, at both the emergency phone number provided and the phone number for Romero. Both numbers led to voicemails and only Romero returned calls to either number, often days after the fact.
52. To facilitate discussion regarding the issues at Country Meadows, McGee reached out to Romero around this same time to invite him to a ONE board meeting. When McGee informed Romero that he could attend by Zoom, he told her did not use Zoom, nor email, nor text messaging.
53. McGee spoke with Romero by phone again on May 24, regarding water issues, the rent increase, issues with the lack of a written rental agreement, and an upcoming ONE board meeting that Romero had been invited to attend.
54. On that May 24 phone call, Romero informed McGee that it had come to his attention that many Homeowners did not have leases. McGee requested a written lease for herself from Ski Town Village on that same call.
55. On May 26, the ONE board held a meeting at which Romero called in and spoke with the ONE board. At this meeting, the ONE board informed Romero that the Homeowners wanted a written lease with Ski Town Village. Romero told the ONE board that he would have his attorney draft a lease.
56. As of the date of this filing, Homeowners have not received a lease or other written rental agreement from Ski Town Village.
57. At the same May 26 board meeting, Romero informed the ONE board that he had taken out a \$50,000 loan for tree maintenance at Country Meadows.

58. The ONE board also raised the issue of the rent increase with Romero, expressed concern that many Homeowners would not be able to afford the increase, and asking if Romero would consider reducing or delaying any increase if the ONE board could raise funds for capital improvements at Country Meadows. Romero said that he was open to the idea.
59. Based on this response, the ONE board reached out to officials at Gunnison County regarding potential funds.
60. However, when County officials spoke to Romero about a potential funding for capital improvements at Country Meadows, Romero informed them that he would take the money but not agree to any restrictions regarding rent.
61. Despite the efforts of the ONE board to work with Ski Town Village and Romero on issues at Country Meadows, conditions at the park did not improve in June.
62. On June 1, a contractor removed only approximately three trees near the home of one Homeowner.
63. Homeowners received a letter from Ski Town Village dated June 9, which informed the Homeowners of the imposition of a \$50 late fee if rent was not paid by the 10th of the month and instructed Homeowners to remove “all trash, appliances, furniture, unlicensed or inoperable vehicles, and other items stored outside your trailers.” See **Exhibit E**, June 9 Letter from Ski Town Village.
64. When one Homeowner spoke with Romero about the June 9 letter on June 16, Romero informed the Homeowner that Ski Town Village would be towing inoperable and unlicensed vehicles from the Homeowners’ lots.
65. From June 3–10, several Homeowners did not have running water, or only had intermittent water. Homeowners received no prior notice of this outage, nor any notice after the outage. No alternative source of drinking water, portable toilets, or other services were provided to Homeowners.
66. Several Homeowners called and left messages with Romero regarding these issues.
67. The former maintenance man for River Walk sold his mobile home, but instead of leaving Country Meadows after the sale, simply began squatting in the common area at the front of the park with several other unknown persons.
68. When a ONE board member contacted Romero on June 7 about the squatter, Romero informed the board member that Romero was attempting to evict the squatter.
69. Several Homeowners had observed the squatter and others going in and out of the shed that housed one of the pumps for the water system at Country Meadows. Believing that

- this activity might be linked to their water outages, and concerned due to the squatter's reputation in the community for being involved with illicit drug activity, Homeowners spoke with a Sheriff's Deputy about the issue on June 14.
70. The Deputy told Homeowners that law enforcement was aware of the issues with the squatter and were well aware of his reputation. The Deputy asked Homeowners to attempt to take photos or video of the squatter using the well house, as they did not have permission from Ski Town Village to search the well house and believed photos or video would help them obtain a search warrant.
 71. In response to additional inquiries from Homeowners, on June 16, the Gunnison County Sheriff's Office informed the ONE board that Romero had given the squatter permission to remain at Country Meadows until June 30.
 72. Homeowners observed law enforcement searching the shed around noon on June 18, presumptively in relation to the squatter's activities.
 73. Sometime between June 18 and June 21, locks were installed on the sheds housing the Country Meadows three well pumps.
 74. On June 21, Homeowners again experienced extremely low water pressure.
 75. June 21 was one of McGee's days off, and she was in the middle of dying her and her mother's hair at the time of the loss of water pressure. The water pressure was so low that McGee and her mother could not rinse the dye from their hair.
 76. When McGee reported this issue to Romero, he informed McGee that there were no issues, and that the issues had been fixed. He also informed McGee that she was the only Homeowner complaining of issues at Country Meadows.
 77. Incised that Romero did not believe her, and needing to rinse her hair McGee left her home and walked to one of the well houses at Country Meadows.
 78. At the well house, McGee encountered the squatter, who informed her that the well pump had been leaking some days prior, and approximately two to three inches of water had accumulated on the well house floor, flooding the adjacent shed.
 79. The squatter told McGee that he had broken into the well house due to the leak, through a hole in the well house wall.
 80. McGee observed that the squatter had a pressure washer attached to the well system during this conversation.
 81. McGee captured video of her conversation with the squatter and reported it to the Sheriff's Office.

82. On June 23, another Homeowner called the Incident Reporting Line of the Colorado Office of Emergency Preparedness and Response and reported that she had experienced repeated water outages over the past three weeks. See **Exhibit F**, Email regarding water outages.
83. The Office of Emergency Preparedness and Response passed this information along to officials from Gunnison County, the Colorado Department of Public Health and Environment, and other State officials in an email recommending the Homeowners contact the State Mobile Home Park Oversight Program (“MHPOP”), part of the Division.
84. When Gunnison County officials reached out to MHPOP, MHPOP recommended that Homeowners reach out to the Office of Emergency Preparedness and Response.
85. Despite the confused response from state agencies, Gunnison County officials responded to the situation, contacting Romero, and providing Homeowners with a portable, 550-gallon tank of potable water.
86. By the end of day on June 24, most, if not all, Homeowners finally had running water.
87. Although Homeowners have been assured that the water system is now fixed, given the past history of the system and communications from Romero, many believe the water system will likely fail again soon.
88. Ski Town Village has stated that it will evict Homeowners who fall behind on rent. See Letter dated June 9, 2020.
89. ONE has polled its members, and a significant number of Homeowners have stated that they cannot afford the increased rent amount. These Homeowners will be irreparably harmed by eviction if the rent increase is allowed to go into effect.
90. The Homeowners will also suffer irreparable harm if ongoing deprivation of their statutory rights under the MHPA is allowed to occur, including lack of access to running water and expenses incurred due to improper towing or removal of personal items from their lots.
91. On information and belief, Ski Town Village had instituted the rent increase to pay for the improvements mandated by the Division in the NOV to bring Country Meadows and Ski Town Village into compliance with the MHPA despite the Division mandate that these improvements be billed to the prior owner. Ex. B.

First Claim for Relief

Excessive Rent Increase In Violation of C.R.S. § 38-12-212.5 as a Retaliatory Action.

92. The allegations set forth above are incorporated herein by this reference.
93. The MHPA prohibits “retaliatory action against a home owner who exercises any right conferred upon the home owner by this part 2 [the MPHA], part 11 [the Mobile Home Park Act Dispute Resolution and Enforcement Program] of this article 12, or any other provision of law.” C.R.S. § 38-12-212.5(1).
94. Under the MHPA, “‘Retaliatory action’ includes: (a) Increasing rent or decreasing services in a selective **or** excessive manner.” C.R.S. § 38-12-201.5(12) (emphasis added).
95. Further, “in an action . . . 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.

C.R.S. § 38-12-212.5(2).

96. The rent increase from \$425 per month to \$725 per month is an increase of approximately 70%.
97. The rent covers only the use of the lot as Homeowners either own or rent their mobile homes.
98. On information and belief, this level of rent is not in line with market rates in Gunnison County and is unaffordable for many Homeowners.
99. Accordingly, this rent increase is objectively excessive in violation of C.R.S. § 38-12-212.5(12).

100. Several individual Homeowners have complained to governmental agencies regarding MHPA violations at Ski Town Village, submitted complaints to management, and made efforts to secure and enforce their rights under the MHPA. ONE and its predecessor, the Association, also made complaints and took efforts to secure and enforce the rights of the Homeowners under the MHPA on the Homeowners' behalf.

101. These actions by the Homeowners and their representatives have occurred regularly in the recent history of the Country Meadows and fall within 120 days of notice of the rent increase.

102. This Court should therefore presume that Ski Town's rent increase is retaliatory pursuant to C.R.S. § 38-12-212.5(2)

103. Colorado's Uniform Declaratory Judgments Law and Rules of Civil Procedure provide that:

Any person . . . whose rights, status, or other legal relations are affected by a statute . . . may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status, or other legal relations thereunder.

C.R.S. § 13-51-106. And:

Any person interested under a deed, will, written contract, or other writings constituting a contract, or whose rights, status, or other legal relations are affected by a statute, municipal ordinance, contract, or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status, or other legal relations thereunder.

C.R.C.P. 57(b)

104. An actual and justiciable controversy exists between the parties regarding their rights and obligations under the MHPA for which declaratory judgment may be granted. Accordingly, ONE is entitled to declaratory judgment regarding the rights of the Homeowners under the MHPA.

105. "Further relief based on a declaratory judgment or decree may be granted when necessary or proper." C.R.S. § 13-51-112.

106. The MHPA also provides for equitable and injunctive relief in private civil actions to enforce its provisions. C.R.S. § 38-12-209(4) ("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.”).

107. Pursuant to Colorado’s declaratory judgment laws, ONE requests declaratory judgment that the rent increase proposed by Ski Town Village is excessive, retaliatory, and prohibited by the MHPA.
108. Ski Town Village’s retaliatory actions will cause the Homeowners immediate and irreparable harm unless such activities are enjoined by this Court.
109. The Homeowners have no adequate remedy at law.
110. Accordingly ONE further requests that this Court enjoin the rent increase and “award such equitable relief as it deems necessary.”

Second Claim for Relief

Improper Shifting of Remedial Costs to Homeowners in Violation of C.R.S. § 38-12-1105(10) and 8 CCR § 1302-15(3.11).

111. The allegations set forth above are incorporated herein by this reference.
112. C.R.S. § 38-12-1105(10) states that “[w]hen the division imposes any penalty against a respondent landlord under this part 11, the respondent may not seek any recovery or reimbursement of the penalty from a complainant or from any other home owner.”
113. Colorado regulations provide that, “[a] landlord found to be in violation of the Act or Program cannot pass on the costs of any remedial action(s), including penalties, fines, or fees, required by the Division or an Administrative Law Judge in a Final Agency Order to any home owner.” 8 CCR § 1302-15(3.11).
114. In the NOV, the Division found several violations of the MHPA at Country Meadows.
115. In an Amended NOV issued by the Division dated June 13, 2022, the Division acknowledged the sale of the park and that the new owner Ski Town Village was responsible for remedying the ongoing violations of the MHPA. Ex. B.
116. The violations identified in the Amended NOV have not been remedied by either River Walk or Ski Town Village as of the date of this Complaint.
117. Ski Town Village would be liable for any fines issued under the NOV as these fines constitute a lien on Country Meadows. C.R.S. § 38-12-1105(14) (“Any penalty levied against a landlord under this part 11 shall be a lien against the landlord’s mobile home park until the landlord pays the penalty.”).

118. Ski Town Village informed ONE that it is raising rent to cover the costs of infrastructure improvements at Country Meadows. *See* Affidavit of Elizabeth McGee.
119. These infrastructure improvements are “costs of . . . remedial action(s)” required by the Division in the NOV and Amended NOV.
120. A landlord cannot avoid the protections of 8 CCR § 1302-15(3.11) simply by selling the park and allowing its successor in interest to pass on costs of remedial actions required by the Division.
121. Pursuant to Colorado’s declaratory judgment laws, ONE requests declaratory judgment that the rent increase proposed by Ski Town Village violates C.R.S. § 38-12-1105(10) and 8 CCR § 1302-15(3.11), and is prohibited by the MHPA.
122. Ski Town Village’s improper actions will cause the Homeowners immediate and irreparable harm unless such activities are enjoined by this Court.
123. The Homeowners have no adequate remedy at law.
124. Accordingly, ONE further requests that this Court enjoin the rent increase and “award such equitable relief as it deems necessary.” *Id.*

Third Claim for Relief

Failure to Provide Running Water and Failure to Provide Notice and Take Necessary Actions to Alleviate the Lack of Running Water in Violation of C.R.S. § 38-12-212.3(1)

125. The allegations set forth above are incorporated herein by this reference.
126. C.R.S. § 38-12-212.3(1)(II) states that, “[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.”
127. C.R.S. § 38-12-212.3(1)(III) states “[a] landlord shall ensure that: . . . [r]unning water and reasonable amounts of water are furnished at all times to each utility pedestal or pad space.” C.R.S. § 38-12-212.3(1)(III)(C).
128. The MHPA obligates the landlord to reimburse tenants for expenses they incur due to the landlord’s failure to maintain water lines, stating:
 - (b) If a landlord fails to maintain or repair the items described in subsection (1)(a)(II) of this section:

(I) 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 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) 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.

C.R.S. § 38-12-212.3(1) (emphasis added).

129. The MHPA also requires the landlord to provide tenants notice in the event of disruption of water service:

(c) A landlord shall give a minimum of forty-eight hours' notice to residents if 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 residents if water service 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.

C.R.S. § 38-12-212.3(1).

130. Ski Town Village has failed to maintain and failed to adequately repair its water system and has failed to ensure running water and adequate amounts of water were furnished to Homeowners' pad spaces in violation of C.R.S. § 38-12-212.3(1)(III).

131. Ski Town Village has also failed to provide the required notice of water outages or alternative source of potable water or portable toilets to the Homeowners within 24 hours of the water outages. *See* C.R.S. § 38-12-212.3(1)(b)(II), (c).

132. Ski Town Village has not identified any conditions beyond its control that would prevent compliance with these obligations.

133. Homeowners have suffered losses and expenses, including loss of the use of their property, due to Ski Town Village's failure to maintain water lines and provide reliable water service.

134. Ski Town Village has neither reimbursed Homeowners for these expenses nor expressed any intention to do so in the future.
135. Ski Town Village has also improperly relied on Gunnison County to fulfil its obligations to provide alternative sources of potable water to Homeowners despite the MHPA expressly stating that this is an obligation of the landlord.
136. Ski Town Village's acts have caused the Homeowners damages for which they are entitled to reimbursement pursuant to C.R.S. § 38-12-212.3(1)(b)(III), including reimbursement for loss of use of their homes on days when there was no or less than adequate running water.
137. ONE requests that the Court order that reimbursement for this loss of use be calculated based on *pro rata* rent owed for each day in which the loss of use occurred and that such total amount be deducted from future rent amounts owed.
138. ONE further requests reimbursement for past expenses incurred by Homeowners as a result of Ski Town Village's violations of C.R.S. § 38-12-212.3(1)(b)(III) and any other such relief as the court finds appropriate to address failure to comply with notice obligations.
139. Given these recent egregious violations of the MHPA, ONE further requests that this Court enjoin the rent increase until Ski Town Village reimburses the Homeowners for these expenses and "award such equitable relief as it deems necessary."
140. Upon information and belief, Ski Town Village has not taken actions to permanently address the water service issues at Country Meadows that violate the MHPA.
141. Given this, the Homeowners reasonably believe that additional water service disruptions will occur in the near future.
142. Homeowners request that the Court issue an order confirming each Homeowner's ability to secure alternative living arrangements on any day in the future in which there is demonstrably no or less than adequate running water such that daily activities cannot be performed and ordering that Ski Town Village reimburse Homeowners for all actual expenses incurred as a result, including expenses incurred to secure motels room(s) in Gunnison at market rates, within three (3) business days of submission of proof of such expenses to the Court and Ski Town Village.

Fourth Claim for Relief

Failure to Maintain Common Area, Roads, Grading, and Trees in Violation of C.R.S. § 38-12-212.3(2)(b).

143. The allegations set forth above are incorporated herein by this reference.
144. In the Amended NOV, the Division expressly found that Ski Town Village was responsible for addressing the violations of the MHPA identified by the Division in the NOV.
145. These violations include: grading and drainage issues, tree maintenance, and the failure to provide written leases. Ex. B.
146. As of the date of this Complaint, Ski Town Village has failed to address these violations.
147. Ski Town Village's acts have caused the Homeowners damages in an amount to be determined at trial.
148. ONE further requests that this Court enjoin the rent increase until Ski Town Village has fully addressed these violations and "award such equitable relief as it deems necessary."

Fifth Claim for Relief

Imposition of Late Fees in Violation of C.R.S. § 38-12-105.

149. The allegations set forth above are incorporated herein by this reference.
150. The MHPA prohibits late fees "unless the late fee is disclosed in the rental agreement." C.R.S. § 38-12-105(1)(c).
151. Colorado law also requires that "[i]f there is a written rental agreement, the landlord shall provide the tenant with a copy of the agreement that is signed by the landlord and the tenant, no later than the seventh day after the tenant has signed the agreement." C.R.S. § 38-12-801(1).
152. Many Homeowners have indicated that they had no written lease or rental agreement with River Walk during River Walk's ownership of Country Meadows.
153. Neither River Walk or Ski Town Village have been able to identify or provide Homeowners with a copy of a previously signed rental agreement executed by either company and the Homeowners.

154. Ski Town Village has also not provided a new lease or rental agreement to any Homeowner as of the filing of this Complaint.
155. The actions of River Walk and the inaction of Ski Town Village have created a situation where the Homeowners effectively have no formal rental agreement and the terms of their tenancy are thus governed by the MHPA.
156. In its June 9 letter, Ski Town Village threatened to impose a \$50 late fee on all Homeowners despite knowing that such Homeowners do not have a rental agreement that provides for the imposition of late fees.
157. C.R.S. § 38-12-105(2) provides that “[a] tenant who is aggrieved by an action taken by a landlord or person acting on behalf of the landlord in violation of [C.R.S. § 38-12-105(1)(c)] may bring an action for injunctive relief pursuant to subsection (5) of this section.” C.R.S. 38-12-105(2).
158. Further, “[a] landlord who violates subsection (1) of this section shall pay to an aggrieved tenant or home owner a penalty in the amount of fifty dollars for each violation.” C.R.S. 38-12-105(3).
159. Ski Town Village owes each Homeowner that received the June 9th letter and does not have a rental agreement permitting institution of late fees a penalty in the amount of \$50 and any other relief the Court finds appropriate.
160. Pursuant to Colorado’s declaratory judgment laws, ONE requests declaratory judgment that Ski Town Village threatened late fees violate C.R.S. § 38-12-105(1)(c), that such fees constitute a “retaliatory action” pursuant to C.R.S. § 38-12-201.5(12)(c) (stating that “[i]ssuing warnings, citations, or fines that are not lawful” constitutes a retaliatory action), and that Ski Town Village is liable to aggrieved Homeowners pursuant to C.R.S. 38-12-105(3).
161. Ski Town Village’s improper actions to collect late fees will cause the Homeowners immediate and irreparable harm unless such activities are enjoined by this Court.
162. The Homeowners have no adequate remedy at law. Thus, ONE further requests that this Court enjoin the improper institution of late fees for all Homeowners that do not have a rental agreement permitting them, and enjoin the rent increase until Ski Town Village pays aggrieved Homeowners the penalty provided by C.R.S. 38-12-105(3), and “award such equitable relief as it deems necessary.”

Sixth Claim for Relief

Threatened Enforcement of Arbitrary Rules and Regulations in Violation of C.R.S. § 38-12-219

163. The allegations set forth above are incorporated herein by this reference.
164. C.R.S. § 38-12-219 provides that “[e]very home owner and landlord shall have the right to the following: . . . [p]eaceful enjoyment of the home owner’s mobile home space, free from unreasonable, arbitrary, or capricious rules and enforcement thereof.” C.R.S. § 38-12-219(1)(b).
165. Moreover, C.R.S. § 38-12-214 provides:
- (1) The management shall adopt written rules and regulations concerning 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 safety or welfare of the home owners, protect and preserve the premises from abuse, or make a fair distribution of services and facilities held out for the home owners generally;
 - (b) They are reasonably related to 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 each home owner's conduct to fairly inform each home owner of what the home owner must do or 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 homeowner 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.
166. In its letter dated June 9, Ski Town Village instructed the Homeowners to remove “furniture, unlicensed or inoperable vehicles, and other items stored outside your trailers.”
167. The letter failed to identify what was meant by “other items”.
168. Romero also told Homeowners that Ski Town Village would be towing all inoperable vehicles and vehicles without current license plates from Country Meadows.
169. This statement in the June 9 letter constitutes an unenforceable park rule and regulation in violation of C.R.S. § 38-12-214 because it is not reasonably related to a legitimate purpose, is unreasonably broad, retaliatory, and not sufficiently explicitly to inform Homeowners of what they must do to comply.
170. Pursuant to Colorado’s declaratory judgment laws, ONE requests declaratory judgment that Ski Town Village’ improper rule is unenforceable on its face under C.R.S. § 38-12-214 and that its threatened towing violates C.R.S. § 38-12-219, that

such threats constitute “retaliatory actions” pursuant to C.R.S. § 38-12-201.5(12)(c) (stating that “[i]ssuing warnings, citations, or fines that are not lawful” constitutes a retaliatory action), (12)(f) (stating that “[c]reating or modifying rules and regulations of the park that are not reasonably related to a legitimate purpose” constitutes a retaliatory action), and (12)(g) (stating that “[s]electively enforcing rules or requirements of the park” constitutes a retaliatory action).

171. ONE further requests that this Court enjoin the any towing of Homeowners’ vehicles or removal of their property and “award such equitable relief as it deems necessary.”

172. Upon information and belief, this rule will increase cost to Homeowners in an amount that equals or exceeds 10% of Homeowners’ monthly rent obligations and thus must not be enforced until the conditions set forth in C.R.S. § 38-12-214(3)(a) are met.

Seventh Claim for Relief

Equitable Injunction Against Rent Increase and Mandatory Injunction Compelling Compliance with the MHPA and Other State Laws.

173. The allegations set forth above are incorporated herein by this reference.

174. The Homeowners are entitled to equitable and injunctive relief protecting them from further violations of the MHPA. C.R.S. § 38-12-209(4) (“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.”).

175. The Homeowners also should be projected from rent increases while the landlord remains in violation of the MHPA.

176. Rule 65 of the Colorado Rules of Civil Procedure provides that, “[i]f merely restraining the doing of an act or acts will not effectuate the relief to which the moving party is entitled, an injunction may be made mandatory.” C.R.C.P. 65(f).

177. The MHPA does not grant a landlord or new park owner any grace period for compliance.

178. As detailed above, violations of the MHPA are ongoing, despite the NOV alerting River Walk to their existence in February, 2022, and Ski Town Village’s ability to inspect Country Meadows, assess the legal and regulatory risks of the property, and perform other due diligence between June 25, 2021 and April 29, 2022, a ten-month period.

179. As detailed above, Ski Town Village also violates the MHPA for reasons not outlined in the NOV, despite being made aware of the law on numerous occasions by

the Homeowners, and apparently being aware of possible amendments to the law before the purchase.

180. In addition to the violations set forth in this Complaint above, Ski Town Village has also failed to provide a way for Homeowners to provide written notice of maintenance issues or a reliable local maintenance contact that is available 24/7 in event of emergencies.
181. Ski Town Village has also relied on Gunnison County to fulfil its obligations to provide alternative sources of potable water to Homeowners.
182. Although Romero was reportedly “apologetic” when contacted by State and County officials regarding water outages, he has been anything but in his communications with the Homeowners.
183. Ski Town Village and Romero have demonstrated through their actions that they have little to no regard for following Colorado law unless compelled to do so by the State.
184. The MPOP process is too slow to adequately protect the Homeowners or remedy violations of the MHPA at Country Meadows.
185. Equitable relief in this case would not only protect the rights of the Homeowners, but serve the interests of State and local government as well as the greater Gunnison County community.
186. ONE therefore requests that this Court issue a mandatory injunction pursuant to C.R.C.P. 65, and its inherent power to award equitable relief, requiring Ski Town Village to comply with its MHPA obligations and ordering that rent not be increased in Country Meadows above the current monthly amount of \$425 until each violation of the MHPA set forth herein has been addressed and no other material violations have occurred, with the ability for Homeowners to seek direct relief from the Court to enforce this injunction.
187. ONE also requests a mandatory injunction confirming each Homeowner’s ability to secure alternative living arrangements on any day in the future in which there is demonstrably no or less than adequate running water such that daily activities cannot be performed and ordering that Ski Town Village reimburse Homeowners for all actual expenses incurred as a result, including expenses incurred to secure motels room(s) in Gunnison at market rates, within three (3) business days of submission of proof of such expenses to the Court and Ski Town Village.

Prayer for Relief

WHEREFORE, Plaintiff prays for entry of judgment against Ski Town Village LLC as follows:

- A. Declaratory judgment that the rent increase noticed to take effect July 1, 2022 violates C.R.S. § 38-12-212.5;
- B. Declaratory judgment that the rent increase noticed to take effect July 1, 2022 violates C.R.S. § 38-12-1105(10) and 8 CCR § 1302-15(3.11);
- C. A judgment finding that Ski Town Village has violated C.R.S. § 38-12-212.3(1) by failing to provide adequate running water and failing to take necessary actions to alleviate the lack of running water;
- D. A judgment finding that Ski Town Village has violated C.R.S. § 38-12-212.3(2)(b) by failing to maintain common area, roads, grading, and trees;
- E. A judgment finding that late fees imposed by Ski Town Village violate C.R.S. § 38-12-105;
- F. A judgment finding that Ski Town Village's threatened enforcement of arbitrary rules and regulations violates C.R.S. § 38-12-219;
- G. A temporary restraining order issued pursuant to C.R.C.P. 65(b) prohibiting the July 1 rent increase from taking effect based on the specific facts set forth in this verified Complaint that immediate and irreparable injury, loss, or damage will result to Homeowners;
- H. A permanent injunction against rent increase in Ski Town Village Mobile Home Park while violations of the MHPA are ongoing;
- I. A mandatory injunction compelling compliance with the MHPA and other related State laws;
- J. Actual economic damages incurred by home owners for each MHPA violation found to have occurred and reasonable attorney fees and costs pursuant to C.R.S. § 38-12-220;
- K. Penalties required by law for the imposition of late fees in violation of landlord and tenant laws set forth herein; and
- L. Such other and further relief as this Court may deem appropriate.

JURY DEMAND

Plaintiff ONE demands a jury trial on all issues so triable.

SECURITY

ONE is prepared to give a security to the Court in such sum as the Court deems proper pursuant to C.R.C.P. 65(c). ONE respectfully requests that the security be waived or limited to a nominal amount to ensure access to justice and in no case exceed the rent increase noticed by landlord to take effect on July 1 (\$300 per Homeowner).

Respectfully submitted this June 30, 2022.

William P. Edwards, PC

By: /s/ William P. Edwards
William P. Edwards

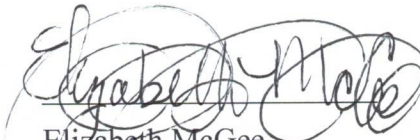
Plaintiff's Address:

2388 State Hwy 135, Lot 20
Gunnison, CO 81230

VERIFICATION OF COMPLAINT

I, Elizabeth McGee, am of age and swear and affirm under oath that I have read the foregoing Verified Complaint and Jury Demand, and the statements set forth therein are true and correct to the best of my knowledge and belief.

DATE FILED: June 30, 2022
FILING ID: 9A69A8B2E3100
CASE NUMBER: 2022CV30027


Elizabeth McGee

State of Colorado)
)
County of Gunnison)

The foregoing instrument was acknowledged before me this 29th day of June, 2022, by Elizabeth McGee.

My Commission Expires:
03/08/2026

JOSEPH J FOLI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20224009401
MY COMMISSION EXPIRES MARCH 8, 2026

Notary Public/Deputy Clerk

