

An Act

HOUSE BILL 24-1294

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CONCERNING MOBILE HOMES THAT ARE LOCATED IN A MOBILE HOME PARK, AND, IN CONNECTION THEREWITH, SPECIFYING LEGAL RIGHTS AND RESPONSIBILITIES RELATING TO THE SALE, LEASE, AND PURCHASE OF SUCH HOMES AND MAKING AN APPROPRIATION.

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

SECTION 1. In Colorado Revised Statutes, 38-12-201.5, **amend** the introductory portion, (1), (2), and (6); and **add** (1.5) as follows:

38-12-201.5. Definitions. As used in this part 2 and in ~~part 11~~ PARTS 11 AND 14 of this article 12, unless the context otherwise requires:

- (1) ~~"Entry fee" means any fee paid to or received from an owner of~~

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

~~a mobile home park or an agent thereof except for:~~

~~(a) Rent;~~

~~(b) A security deposit to pay for actual damages to the premises or to secure rental payments;~~

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

~~(d) Utilities;~~

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

~~(f) Late fees; and~~

~~(g) Membership fees paid to join a resident or home owner cooperative that owns the mobile home park or other parks qualifying as common interest communities pursuant to the "Colorado Common Interest Ownership Act", article 33.3 of this title 38. "DIVISION" MEANS THE DIVISION OF HOUSING IN THE DEPARTMENT OF LOCAL AFFAIRS.~~

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

(a) RENT;

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

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

(d) UTILITIES;

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

(f) LATE FEES; AND

(g) MEMBERSHIP FEES PAID TO JOIN A RESIDENT OR HOME OWNER COOPERATIVE THAT OWNS THE MOBILE HOME PARK OR OTHER PARKS QUALIFYING AS COMMON INTEREST COMMUNITIES PURSUANT TO THE "COLORADO COMMON INTEREST OWNERSHIP ACT", ARTICLE 33.3 OF THIS TITLE 38.

(2) "Home owner" means any person or family of a person who owns a mobile home that is subject to a tenancy in a mobile home park under a rental agreement. "HOME OWNER" INCLUDES A RESIDENT WHO IS UNDER A RENT-TO-OWN CONTRACT PURSUANT TO PART 14 OF THIS ARTICLE 12 THAT HAS NOT BEEN TERMINATED.

(6) "Mobile home park" or "park" means a parcel of land used for the continuous accommodation of five or more occupied mobile homes and operated for the pecuniary benefit of the owner of the parcel of land or the owner's agents, lessees, or assignees FOR WHICH THE MANAGEMENT OR LANDLORD HAS A RENTAL AGREEMENT WITH A TENANT FOR A MOBILE HOME OR LOT OR IS RECEIVING RENT PAYMENTS FOR A MOBILE HOME OR LOT FROM A TENANT OR A THIRD PARTY. "Mobile home park" does not include mobile home subdivisions or property zoned for manufactured home subdivisions. For purposes of this definition, the parcel of land comprising the mobile home park does not need to be contiguous, but must be in the same neighborhood as determined by the division.

SECTION 2. In Colorado Revised Statutes, 38-12-203, amend (1)(c) introductory portion as follows:

38-12-203. Reasons for termination. (1) The management of a mobile home park may terminate a tenancy only for one or more of the following reasons:

(c) Except in the case of a home owner who cures a noncompliance as described in section 38-12-202 (3), failure of the home owner to comply with written rules and regulations of the mobile home park that are enforceable pursuant to ~~section 38-12-214~~ (1) SECTION 38-12-214, are necessary to prevent material damage to real or personal property or to the health or safety of one or more individuals, and were:

SECTION 3. In Colorado Revised Statutes, 38-12-203.5, **amend** (2) introductory portion as follows:

38-12-203.5. Change in use of the park - remedies for home owners - definitions. (2) If a landlord intends to change the use of the land comprising a mobile home park or part of a mobile home park OR THE MOBILE HOME PARK IS CONDEMNED FOR REASONS THAT ARE THE RESPONSIBILITY OF THE PARK OWNER AND THE CHANGE IN USE OR CONDEMNATION would result in the displacement of one or more mobile homes in the park, for each displaced mobile home, the landlord shall provide the home owner or home owners one of the following at the home owner's or home owners' choosing within thirty days of receiving a written demand by the home owner or home owners:

SECTION 4. In Colorado Revised Statutes, 38-12-204, **amend** (1), (2), (4) introductory portion, and (4)(c); and **add** (4)(e) as follows:

38-12-204. Nonpayment of rent - notice required for rent increase - limitation on rent increases. (1) Any tenancy or other estate at will or lease in a mobile home park may be terminated upon the landlord's written notice to the home owner PROVIDED PURSUANT TO SECTION 38-12-212.9 requiring, in the alternative, payment of rent or the removal of the home owner's unit from the premises, within a period of not less than ten days after the date notice is served or posted, for failure to pay rent when due.

(2) Rent shall not be increased without sixty days' written notice to the home owner PROVIDED PURSUANT TO SECTION 38-12-212.9. In addition to the amount and the effective date of the rent increase, such written notice shall include the name, address, and telephone number of the mobile home park management, if such management is a principal owner, or owner of the mobile home park and, if the owner is other than a natural person, the name, address, and telephone number of the owner's chief executive officer or managing partner; except that such ownership information need not be given if it was disclosed in the rental agreement made pursuant to section 38-12-213.

(4) A landlord shall not increase rent on a resident of a mobile home park lot OR ISSUE A NOTICE OF RENT INCREASE if the park:

(c) (I) Has not fully complied with any ~~final agency order issued by the division of housing; or~~ GOVERNMENT ORDER.

(II) AS USED IN SUBSECTION (4)(c)(I) OF THIS SECTION, "GOVERNMENT ORDER" MEANS ANY FINAL FEDERAL, STATE, OR LOCAL ADMINISTRATIVE ORDER OR JUDICIAL ORDER.

(e) HAS BEEN FOUND BY THE DIVISION IN A FINAL AGENCY ORDER OR BY A COURT, WITHIN THE TWELVE MONTHS PRIOR TO THE FINAL AGENCY OR COURT ORDER, TO HAVE FAILED TO COMPLY WITH A LANDLORD'S RESPONSIBILITIES PURSUANT TO SECTION 38-12-212.3. THIS SUBSECTION (4)(e) SHALL NOT APPLY TO A NEGOTIATED SETTLEMENT THAT PRECEDES A FINAL AGENCY OR COURT ORDER.

SECTION 5. In Colorado Revised Statutes, 38-12-204.3, **amend** (2) as follows:

38-12-204.3. Notice required for termination. (2) The notice required under this section must be PROVIDED PURSUANT TO SECTION 38-12-212.9 in at least ~~ten-point~~ TWELVE-POINT type and must read as follows:

IMPORTANT NOTICE TO THE HOME OWNER:

This notice and the accompanying notice to quit/notice of nonpayment of rent are the first steps in the eviction process. Any dispute you may have regarding the grounds for eviction should be addressed with your landlord or the management of the mobile home park or in the courts if an eviction action is filed. Please be advised that the "Mobile Home Park Act", part 2 of article 12 of title 38, Colorado Revised Statutes, and the "Mobile Home Park Act Dispute Resolution and Enforcement Program" created in section 38-12-1104, Colorado Revised Statutes, may provide you with legal protection.

NOTICE TO QUIT: In order to terminate a home owner's tenancy, the landlord or management of a mobile home park must serve to a home owner a notice to quit. The notice must be in writing and must contain certain information, including:

- The grounds for the termination of the tenancy;
- Whether or not the home owner has a right to cure under the "Mobile Home Park Act"; and

- That the home owner has the option of mediation pursuant to section 38-12-216, Colorado Revised Statutes, of the "Mobile Home Park Act" and the option of filing a complaint through the "Mobile Home Park Act Dispute Resolution and Enforcement Program" created in section 38-12-1104, Colorado Revised Statutes.

NOTICE OF NONPAYMENT OF RENT: In order to terminate a home owner's tenancy due to nonpayment of rent, the landlord or management of a mobile home park must serve to a home owner a notice of nonpayment of rent. The notice must be in writing and must require that the home owner either make payment of rent or sell the owner's unit or remove it from the premises within a period of not less than ten days after the date the notice is served or posted, for failure to pay rent when due.

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

COMMENCEMENT OF LEGAL ACTION TO TERMINATE THE TENANCY: After the last day of the applicable notice period required by section 38-12-202 (1)(c), Colorado Revised Statutes, a legal action may be commenced to take possession of the space leased by the home owner. In order to evict a home owner, the landlord or management of the mobile home park must prove:

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

To defend against an eviction action, a home owner must appear in court. If the court rules in favor of the landlord or management of the mobile home park, the home owner has not less than thirty days from the

time of the ruling to either remove or sell the mobile home and to vacate the premises. If the home owner wishes to extend such period beyond thirty days but not more than sixty days from the date of the ruling, the home owner shall prepay to the landlord an amount equal to a pro rata share of rent for each day following the expiration of the initial thirty-day period after the court's ruling that the mobile home owner will remain on the premises. All prepayments shall be paid no later than thirty days after the court ruling. This section does not preclude earlier removal by law enforcement officers of a mobile home or one or more mobile home owners or occupants from the mobile home park if a mobile home owner violates article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18 or section 16-13-303, Colorado Revised Statutes.

SECTION 6. In Colorado Revised Statutes, add 38-12-204.5 as follows:

38-12-204.5. Eviction for rule violation - stay of eviction proceeding - rules challenge. IF A RESIDENT IS A DEFENDANT IN A FORCIBLE ENTRY AND DETAINER COMPLAINT FILED IN EITHER COUNTY OR DISTRICT COURT, AND THE RESIDENT HAS ALSO SUBMITTED A PENDING COMPLAINT THROUGH THE "MOBILE HOME PARK ACT DISPUTE RESOLUTION AND ENFORCEMENT PROGRAM", CREATED IN SECTION 38-12-1104, THAT IS RELATED TO THE FORCIBLE ENTRY AND DETAINER ACTION, THE RESIDENT MAY PROVIDE A COPY OF THEIR ADMINISTRATIVE COMPLAINT TO THE APPROPRIATE COURT OF JURISDICTION. UPON RECEIVING CONFIRMATION OF THE PENDING ADMINISTRATIVE COMPLAINT, THE COURT SHALL AUTOMATICALLY STAY ANY HEARING ON THE FORCIBLE ENTRY AND DETAINER COMPLAINT FOR AT LEAST TWENTY-ONE CALENDAR DAYS, DURING WHICH THE DIVISION IS ENCOURAGED TO REVIEW AND CONDUCT AN INITIAL ASSESSMENT OF THE COMPLAINT. THE COURT AT ITS DISCRETION MAY STAY THE FORCIBLE ENTRY AND DETAINER COMPLAINT FOR LONGER THAN TWENTY-ONE CALENDAR DAYS TO ALLOW FOR APPROPRIATE INVESTIGATION AND ADJUDICATION OF THE PENDING ADMINISTRATIVE COMPLAINT. THE RESIDENT SHALL ALSO MAKE REASONABLE EFFORTS TO INFORM ADMINISTRATORS OF THE DISPUTE RESOLUTION PROGRAM OF THE PENDING FORCIBLE ENTRY AND DETAINER ACTION, FOR THE DISPUTE RESOLUTION PROGRAM TO PRIORITIZE EXPEDIENT RESOLUTION OF THE PENDING ADMINISTRATIVE COMPLAINT. THIS SECTION DOES NOT APPLY TO EVICTIONS FILED PURSUANT TO SECTION 38-12-203(1)(f).

SECTION 7. In Colorado Revised Statutes, 38-12-206, **amend** (3) as follows:

38-12-206. Home owner meetings - assembly in common areas - meeting hosted by landlord. (3) If requested by a home owner or resident, the landlord of a mobile home park shall, within thirty days of receiving the request, host and attend a free, public, accessible meeting for residents of the park; except that a landlord is not required to host and attend more than two meetings in a calendar year. Notice of the date, time, and location of the meeting must be posted in **both** English, **and** Spanish, AND ANY OTHER LANGUAGE REASONABLY KNOWN TO BE SPOKEN BY MORE THAN ONE RESIDENT IN THE PARK in a clearly visible location in common areas of the mobile home park, including any community hall or recreation hall, for a period of seven days before the meeting and must be provided by mail at least fourteen days before the meeting to each home owners' association, residents' association, or similar body that represents the residents of the park. In addition to mailing the notice as required by this section, the landlord shall provide notice of the meeting by e-mail to each home owner and resident who has an e-mail address on file with the landlord. UPON THE REASONABLE REQUEST OF A HOME OWNER OR RESIDENT THAT IS MADE AT LEAST SEVEN DAYS BEFORE THE SCHEDULED MEETING, A LANDLORD SHALL PROVIDE AN INTERPRETER FOR ANY MEETING THAT IS HELD PURSUANT TO THIS SECTION PURSUANT TO SECTION 38-12-212.9. IF AN INTERPRETER IS PROVIDED, THE LANDLORD SHALL PROVIDE ANY DOCUMENTS OR MATERIALS FOR THE MEETING PURSUANT TO SECTION 38-12-212.9. THE LANDLORD SHALL BEAR THE COSTS OF PROVIDING THE INTERPRETER AND FOR TRANSLATING ANY DOCUMENTS OR MATERIALS PROVIDED FOR THE MEETING. A LANDLORD MAY USE A VIRTUAL LANGUAGE LINE OR OTHER MEANS OF PROVIDING LIVE INTERPRETATION VIRTUALLY OR ONLINE TO SATISFY THE REQUIREMENTS OF THIS SECTION. THE DIVISION IS ENCOURAGED TO PUBLISH A LIST OF AVAILABLE VIRTUAL, ONLINE, AND REMOTE INTERPRETATION SERVICES THAT ARE OFFERED BY TRAINED INTERPRETERS.

SECTION 8. In Colorado Revised Statutes, 38-12-209, **add** (5) as follows:

38-12-209. Fees prohibited. (5) A LANDLORD SHALL NOT CHARGE A RESIDENT OR A HOME OWNER ANY FEE, PENALTY, OR ANY OTHER COST FOR REFUSING TO SIGN A NEW LEASE OR FOR RESIDING UNDER A MONTH-TO-MONTH OR OTHER PERIODIC TENANCY.

SECTION 9. In Colorado Revised Statutes, 38-12-212.3, **amend** (1)(a)(III)(C), (1)(b)(II), and (2)(b)(II); and **add** (1)(d) and (5.5) as follows:

38-12-212.3. Responsibilities of landlord - acts prohibited.
(1) (a) Except as otherwise provided in this section:

(III) A landlord shall ensure that:

(C) Running water and reasonable amounts of water are furnished at all times to each utility pedestal or pad space; except that a landlord need not satisfy the conditions described in this subsection (1)(a)(III)(C) if a mobile home is individually metered and the tenant occupying the mobile home fails to pay for water services; the local government in which the mobile home park is situated shuts off water service to a mobile home for any reason; A THIRD-PARTY WATER PROVIDER SHUTS OFF WATER FOR THE MOBILE HOME PARK FOR ANY REASON THAT IS UNRELATED TO THE LANDLORD'S ACTIONS OR INACTIONS; weather conditions present a likelihood that water pipes will freeze, water pipes to a mobile home are wrapped in heated pipe tape, and the utility company has shut off electrical service to a mobile home for any reason or the heat tape malfunctions for any reason; running water is not available for any other reason outside the landlord's control to prevent through reasonable and timely maintenance; or the landlord is making repairs or improvements to the items described in subsection (1)(a)(II) of this section, the landlord has provided reasonable advance notice to the mobile home residents of a service disruption that is required in connection with the repairs or improvements, and the service disruption continues for no longer than twenty-four hours.

(b) If a landlord fails to maintain or repair the items described in subsection (1)(a)(II) or (2)(b) of this section:

(II) The landlord is responsible for and shall pay the cost of providing alternative sources of potable water REASONABLY SUFFICIENT FOR DRINKING AND COOKING NO LATER THAN TWELVE HOURS AFTER A SERVICE DISRUPTION BEGINS, AND REASONABLY SUFFICIENT FOR BATHING AND ALL OTHER ESSENTIAL HYGIENE FOR ALL MEMBERS OF THE HOUSEHOLD NO LATER THAN SEVENTY-TWO HOURS AFTER A SERVICE DISRUPTION BEGINS, and FOR maintaining portable toilets ~~which portable toilets~~ THAT are located reasonably near affected mobile homes in a manner that renders them accessible to people with disabilities, no later than twelve hours after the

service disruption begins, unless conditions beyond the landlord's control REASONABLY prevent compliance with this subsection (1)(b)(II); and

(d) IN ADDITION TO THE REQUIREMENTS OF SUBSECTION (1)(b) OF THIS SECTION, A LANDLORD MUST ALSO PROVIDE A RESIDENT WITH POTABLE WATER REASONABLY SUFFICIENT FOR DRINKING, COOKING, BATHING, AND ALL OTHER ESSENTIAL HYGIENE WITHIN THE TIME FRAMES SPECIFIED IN SUBSECTION (1)(b)(II) OF THIS SECTION IF THE MOBILE HOME PARK OR THE RESIDENT OR HOME OWNER'S LOT IN THE PARK IS SUBJECT TO A BOIL WATER ADVISORY THAT WAS CAUSED DUE TO MAINTENANCE OR REPAIRS TO THE PARK PERFORMED OR ORDERED BY A PARK OWNER OR A PARK OWNER'S AGENT OR CONTRACTOR UNTIL THE ADVISORY HAS BEEN RESCINDED BY THE ISSUING AGENCY. A LANDLORD SHALL ALSO PROVIDE A NOTICE, POSTED IN A CONSPICUOUS PLACE ON EACH MOBILE HOME LOT IN BOTH ENGLISH AND SPANISH, OF A BOIL WATER ADVISORY AS SOON AS POSSIBLE BUT NOT LATER THAN TWENTY-FOUR HOURS AFTER THE LANDLORD RECEIVES THE BOIL WATER ADVISORY. NOTICES THAT ARE REQUIRED TO BE REISSUED MUST ALSO BE POSTED IN COMPLIANCE WITH THIS SUBSECTION (1)(d).

(2) In addition to the responsibilities described in subsection (1)(a) of this section, a landlord is responsible for:

(b) The premises, including:

(II) Maintaining roads, EXISTING OR CONSTRUCTED SIDEWALKS, and other pavement owned by the landlord in a passable, safe condition that is sufficient to provide access for residents' vehicles, emergency vehicles, vans providing transportation services to persons who are elderly or disabled, and school buses, if applicable, which maintenance includes ~~snow removal~~, ensuring adequate drainage, and maintaining pavement above water lines, AND SNOW REMOVAL FOR ALL ROADWAYS AND FOR ALL PEDESTRIAN SIDEWALKS AND OTHER PAVEMENTS THAT PROVIDE ACCESS TO MAILBOXES, PUBLIC NOTICE AREAS, AND PUBLIC BUILDINGS;

(5.5) A LANDLORD SHALL ESTABLISH A UNIQUE MAILING ADDRESS AND MAILBOX FOR EACH MOBILE HOME PARK LOT TO PROVIDE ACCESS TO UNITED STATES MAIL SERVICE AND SHALL INCLUDE THE MAILING ADDRESS IN THE RENTAL AGREEMENT. THE MAILBOXES PROVIDED UNDER THIS SECTION MAY BE LOCATED IN ONE OR MORE COMMON AREAS LOCATED WITHIN THE PARK OR ON INDIVIDUAL LOTS. THE REQUIREMENTS OF THIS

SUBSECTION (5.5) DO NOT APPLY IF UNITED STATES MAIL SERVICE IS NOT AVAILABLE IN THE GEOGRAPHIC AREA WHERE THE PARK IS LOCATED.

SECTION 10. In Colorado Revised Statutes, 38-12-212.5, **amend** (2)(e) and (2)(f); and **add** (2)(g) as follows:

38-12-212.5. Prohibition on retaliation and harassment - definition. (2) Except as described in subsection (3) of this section, in an action or administrative proceeding by or against a home owner or resident, the management's action is presumed to be retaliatory if, within the one hundred twenty days preceding the management's action, the home owner or resident:

(e) Participated in a vote or decision-making process concerning the opportunity to purchase the mobile home park pursuant to section 38-12-217; **or**

(f) Filed a water quality complaint or requested remediation to address a water quality issue under part 10 of article 8 of title 25; **OR**

(g) REQUESTED THAT THE LANDLORD PROVIDE COMMUNICATIONS REQUIRED IN THIS PART 2 OR PART 11 OR 14 OF THIS ARTICLE 12 IN A LANGUAGE OTHER THAN ENGLISH.

SECTION 11. In Colorado Revised Statutes, **add** 38-12-212.9 as follows:

38-12-212.9. Language access requirements. (1) EXCEPT AS OTHERWISE PROVIDED IN THIS PART 2 OR PART 11 OR 14 OF THIS ARTICLE 12, A LANDLORD SHALL PROVIDE ANY NOTICE, DISCLOSURE, OR OTHER COMMUNICATION THAT A LANDLORD IS REQUIRED TO PROVIDE TO A RESIDENT PURSUANT TO THIS PART 2 OR PART 11 OR 14 OF THIS ARTICLE 12, IN ENGLISH AND SPANISH. AT ANY TIME, A RESIDENT MAY REQUEST THAT A LANDLORD PROVIDE A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION IN ONE ADDITIONAL LANGUAGE, OTHER THAN ENGLISH OR SPANISH, SPOKEN BY THE RESIDENT. IF A LANDLORD RECEIVES A REQUEST TO PROVIDE A NOTICE, DISCLOSURE, OR COMMUNICATION IN ONE ADDITIONAL LANGUAGE OTHER THAN ENGLISH OR SPANISH, THE LANDLORD SHALL PROVIDE ANY SUBSEQUENT NOTICES, DISCLOSURES, OR COMMUNICATIONS REQUIRED PURSUANT TO THIS PART 2 OR PART 11 OR 14 OF THIS ARTICLE 12 TO THE

RESIDENT IN THE REQUESTED LANGUAGE. A LANDLORD MAY PROVIDE A TRANSLATION PURSUANT TO THIS SECTION VIRTUALLY OR THROUGH THE USE OF AN ONLINE TRANSLATION PROGRAM, INCLUDING PROGRAMS THAT MAY BE PUBLISHED BY THE DIVISION, SO LONG AS THE TRANSLATED WRITTEN NOTICE, DISCLOSURE, OR COMMUNICATION SATISFIES ALL APPLICABLE LEGAL REQUIREMENTS.

(2) AT ANY TIME, A RESIDENT MAY REQUEST THAT A LANDLORD PROVIDE A WRITTEN NOTICE, DISCLOSURE, OR OTHER COMMUNICATION VERBALLY IN ENGLISH ONE TIME TO THE RESIDENT IN ADDITION TO PROVIDING THE RESIDENT WITH A WRITTEN NOTICE, DISCLOSURE, OR OTHER COMMUNICATION. IF THE LANDLORD RECEIVES A REQUEST TO PROVIDE A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION VERBALLY, THE LANDLORD SHALL READ THE NOTICE, DISCLOSURE, OR OTHER COMMUNICATION ALOUD TO THE RESIDENT WITHIN SEVENTY-TWO HOURS OF THE RESIDENT MAKING THE REQUEST. TO SATISFY THE REQUIREMENT OF THIS SUBSECTION (2), A LANDLORD MAY ALSO PROVIDE AN AUDIO OR VIDEO RECORDING OF THE NOTICE, DISCLOSURE, OR OTHER COMMUNICATION BEING READ ALOUD.

(3) A LANDLORD SHALL ENSURE THAT ANY NOTICE, DISCLOSURE, OR OTHER COMMUNICATION REQUIRED PURSUANT TO THIS PART 2 OR PART 11 OR 14 OF THIS ARTICLE 12 IS WRITTEN IN CLEAR AND PLAIN LANGUAGE AND INCLUDES ALL INFORMATION REASONABLY NECESSARY FOR THE RESIDENT TO UNDERSTAND THE RESIDENT'S RIGHTS AND RESPONSIBILITIES. A TRANSLATED NOTICE, DISCLOSURE, OR OTHER COMMUNICATION MUST ACCURATELY CONVEY THE MEANING OF THE ORIGINAL ENGLISH NOTICE, DISCLOSURE, OR OTHER COMMUNICATION. EACH NOTICE, DISCLOSURE, OR OTHER COMMUNICATION, REGARDLESS OF THE LANGUAGE, MUST BE CLEAR AND UNAMBIGUOUS TO ENSURE THAT IT IS EASILY UNDERSTOOD BY ALL PARK RESIDENTS. A LANDLORD SHALL MAKE REASONABLE EFFORTS TO PROVIDE A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION IN THE SIMPLEST LANGUAGE PRACTICABLE TO CONVEY THE REQUIRED MESSAGE.

(4) A RESIDENT MAY RESPOND IN ENGLISH OR SPANISH TO ANY NOTICE, DISCLOSURE, OR OTHER COMMUNICATION PROVIDED BY A LANDLORD. A RESIDENT WHO HAS REQUESTED THAT A LANDLORD PROVIDE A NOTICE, DISCLOSURE, OR OTHER COMMUNICATION IN A LANGUAGE OTHER THAN ENGLISH OR SPANISH MAY RESPOND TO THE NOTICE, DISCLOSURE, OR OTHER COMMUNICATION IN THE REQUESTED LANGUAGE.

(5) A RESIDENT MAY REQUEST THAT A LANDLORD PROVIDE AN INTERPRETER IN ONE LANGUAGE IN ADDITION TO ENGLISH AND SPANISH THAT THE RESIDENT USES FOR ANY NON-WRITTEN NOTICE, DISCLOSURE, OR OTHER COMMUNICATION WITH RESIDENTS, INCLUDING IN A MEETING REQUIRED PURSUANT TO SECTION 38-12-206. A LANDLORD SHALL PROVIDE AN INTERPRETER IN THE REQUESTED LANGUAGE AND MAY PROVIDE THE INTERPRETATION IN PERSON OR VIRTUALLY THROUGH AN INTERPRETATION SERVICE, INCLUDING A VIRTUAL OR REMOTE LANGUAGE LINE THAT PROVIDES LIVE INTERPRETATION BY A TRAINED INTERPRETER. NON-WRITTEN LANGUAGE INCLUDES AMERICAN SIGN LANGUAGE.

SECTION 12. In Colorado Revised Statutes, 38-12-213, **amend** (1) introductory portion as follows:

38-12-213. Rental agreement - disclosure of terms in writing - prohibited provisions. (1) The management shall adequately disclose the terms and conditions of a tenancy in writing in a rental agreement in ENGLISH, OR UPON REQUEST IN BOTH ENGLISH AND SPANISH, to any prospective home owner before the rental or occupancy of a mobile home space or lot. The disclosures must include:

SECTION 13. In Colorado Revised Statutes, 38-12-214, **amend** (1) introductory portion, (1)(e), (2.5), (2.7)(a)(II), and (3)(a); **repeal and reenact, with amendments**, (2); and **add** (2.7)(c) as follows:

38-12-214. Rules and regulations - amendments - notice - complaints. (1) The management shall adopt written rules and regulations concerning residents' or home owners' use and occupancy of the premises. THE MANAGEMENT SHALL PROVIDE A RESIDENT OR HOME OWNER WITH A WRITTEN COPY OF THE ADOPTED RULES AND REGULATIONS IN ENGLISH AND SPANISH. Except as otherwise provided in this section, such rules and regulations are enforceable against a resident or home owner only if:

(e) They are established in the rental agreement at the inception of the tenancy, amended subsequently with the written consent of the home owner, or, except as described in subsection (2) of this section, amended subsequently without the written consent of the home owner after the management has provided written notice, IN BOTH ENGLISH AND SPANISH, of the amendments to the home owner IN A COMMON AREA AND IN A CONSPICUOUS PLACE ON EACH HOME OWNER'S MOBILE HOME LOT at least

sixty days before the amendments become effective, and, if applicable, enforced in compliance with subsection (3) of this section.

(2) (a) WHEN A MOBILE HOME OR ANY ACCESSORY BUILDING OR STRUCTURE IS OWNED BY A PERSON OTHER THAN THE OWNER OF THE MOBILE HOME PARK IN WHICH THE MOBILE HOME IS LOCATED, THE MOBILE HOME AND THE ACCESSORY BUILDING OR STRUCTURE ARE EACH A SEPARATE UNIT OF OWNERSHIP. THE ACCESSORY BUILDING OR STRUCTURE ARE EACH PRESUMED TO BE OWNED BY THE OWNER OF THE MOBILE HOME UNLESS THERE IS A WRITTEN AGREEMENT ESTABLISHING OWNERSHIP BY ANOTHER PERSON.

(b) IF A RULE OR REGULATION REQUIRES A HOME OWNER TO INCUR A COST OR IMPOSES RESTRICTIONS OR REQUIREMENTS ON THE HOME OWNER'S RIGHT TO CONTROL WHAT HAPPENS IN OR TO THE MOBILE HOME OR ANY ACCESSORY BUILDING OR STRUCTURE, THE RULE OR REGULATION IS PRESUMED UNREASONABLE PURSUANT TO SUBSECTION (1)(c) OF THIS SECTION UNLESS MANAGEMENT DEMONSTRATES THAT THE RULE OR REGULATION:

(I) IS STRICTLY NECESSARY TO PROTECT THE HEALTH AND SAFETY OF PARK RESIDENTS AND THE RULE OR REGULATION PROVIDES THE PROTECTION AT THE LOWEST EXPENSE TO HOME OWNERS AS IS REASONABLY POSSIBLE;

(II) IS STRICTLY NECESSARY TO COMPLY WITH OR ENFORCE A FEDERAL, STATE, OR LOCAL GOVERNMENT REQUIREMENT, INCLUDING LOCAL NUISANCE LAWS ENFORCED FOR THE WELFARE OF OTHER RESIDENTS;

(III) IS VOLUNTARILY AGREED TO BY THE HOME OWNER, WITHOUT COERCION OR MISREPRESENTATION BY MANAGEMENT, IN WHICH CASE THE RULE OR REGULATION IS ONLY BINDING UPON HOME OWNERS WHO HAVE COMMUNICATED THEIR WRITTEN CONSENT TO THE RULE OR REGULATION; OR

(IV) IN A MOBILE HOME PARK MANAGED BY HOME OWNERS, WAS ESTABLISHED BY THE MANAGING HOME OWNER ORGANIZATION IN ACCORDANCE WITH THE ORGANIZATION'S BYLAWS AND MORE THAN FIFTY PERCENT OF THE HOME OWNERS ARE MEMBERS OF THE ORGANIZATION.

(c) (I) RULES OR REGULATIONS THAT IMPOSE RESTRICTIONS OR REQUIREMENTS ON THE HOME OWNER'S RIGHT TO CONTROL WHAT HAPPENS

IN OR TO A HOME OWNER'S MOBILE HOME OR ANY ACCESSORY BUILDING OR STRUCTURE INCLUDE, BUT ARE NOT LIMITED TO, THOSE THAT IMPOSE REQUIREMENTS RELATED TO THE FOLLOWING:

(A) THE STRUCTURE AND APPEARANCE OF THE MOBILE HOME, BUILDING, OR STRUCTURE, INCLUDING RULES OR REGULATIONS REQUIRING AESTHETIC IMPROVEMENTS;

(B) WHO MAY VISIT THE MOBILE HOME, BUILDING, OR STRUCTURE, OR WHO MAY RESIDE AT THE MOBILE HOME;

(C) LAWFUL ACTIVITIES TAKING PLACE IN THE MOBILE HOME, BUILDING, OR STRUCTURE; AND

(D) RESIDENT OCCUPANCY LIMITS THAT ARE STRICTER THAN APPLICABLE FEDERAL, STATE, AND LOCAL OCCUPANCY LAWS.

(II) THIS SUBSECTION (2)(c) DOES NOT PRECLUDE A LANDLORD FROM CONDUCTING ANY LAWFUL SCREENING OF A RENTAL APPLICATION.

(d) BEGINNING ON THE EFFECTIVE DATE OF THIS SUBSECTION (2), ANY NOTICE TO QUIT SERVED PURSUANT TO SECTION 38-12-204.3 OR ANY COMPLAINT TO TERMINATE TENANCY PURSUANT TO SECTION 38-12-203 (1)(c) SHALL INCLUDE A STATEMENT THAT SPECIFICALLY SETS FORTH THE BASIS FOR ENFORCEABILITY PURSUANT TO SUBSECTION (1) OF THIS SECTION AND SECTION 38-12-203 (1)(c), INCLUDING THE SPECIFIC PURPOSE REQUIRED PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION AND HOW THE RULE OR REGULATION IS REASONABLY RELATED TO THE STATED PURPOSE AS REQUIRED PURSUANT TO SUBSECTION (1)(b) OF THIS SECTION. A GENERAL STATEMENT THAT A RULE OR REGULATION PROMOTES SAFETY OR WELFARE IS NOT SUFFICIENT TO MEET THE REQUIREMENTS OF THIS SUBSECTION (2)(d) OR SECTION 38-12-203 (1)(c).

(e) THE DIVISION IS AUTHORIZED TO PROMULGATE RULES THAT:

(I) SPECIFY ADDITIONAL PARK RULES AND REGULATIONS THAT ARE NOT STRICTLY NECESSARY PURSUANT TO THIS SECTION AND ARE UNENFORCEABLE OR PRESUMPTIVELY UNENFORCEABLE; AND

(II) SPECIFY ADDITIONAL PARK RULES AND REGULATIONS THAT ARE

STRICTLY NECESSARY PURSUANT TO THIS SECTION AND ARE ENFORCEABLE OR PRESUMPTIVELY ENFORCEABLE.

(2.5) (a) Subsection (2) of this section does not prohibit the management from requiring compliance by a new home owner with park rules and regulations that were not enforceable against the previous home owner after the sale or transfer of a mobile home or accessory building or structure as described in subsection (2.5)(b) of this section ~~provided that~~ IF the rules or regulations comply with this section and have been duly noticed, IN BOTH ENGLISH AND SPANISH, to all home owners and residents, including the seller, pursuant to subsection (1)(e) of this section; except that, as used in this subsection (2.5), "transfer" does not include a transfer of ownership pursuant to death or divorce or a transfer of ownership to a new co-owner who is an immediate family member, spouse, or domestic partner of the home owner.

(b) The management shall not require a home owner selling a mobile home or accessory building or structure to ensure that the mobile home or accessory building or structure complies with any rules or regulations by the closing date of the sale or to bear the costs of compliance with any such rules or regulations. If the management requires all prospective buyers to comply with such rules and regulations as a condition of gaining tenancy in the park, the management shall promptly provide a written list of items for which the management requires action to the seller upon receiving notice that the mobile home is for sale. The seller shall provide the list to all prospective buyers, and the management shall provide the list to the buyer upon receiving an application for tenancy. The management shall allow a reasonable amount of time after closing for the buyer to bring the mobile home or accessory building or structure into compliance, which must be at least thirty days from the closing date. DURING THE PERIOD IN WHICH THE BUYER MAY BRING THE MOBILE HOME OR ACCESSORY BUILDING OR STRUCTURE INTO COMPLIANCE, THE MANAGEMENT SHALL PROVIDE THE BUYER WITH REASONABLE ACCESS TO THE MOBILE HOME OR ACCESSORY BUILDING OR STRUCTURE, INCLUDING ACCESS TO THE MOBILE HOME OR ACCESSORY BUILDING OR STRUCTURE FOR THE PURPOSE OF STORING BELONGINGS UNTIL THE BUYER IS ABLE TO RESIDE IN THE MOBILE HOME.

(2.7) (a) Notwithstanding any rental agreement, the management shall not interfere with a home owner's right to sell a mobile home or

accessory building or structure, in place or otherwise, to a buyer of the home owner's choosing, regardless of the age of the home, except as necessary for the management to ensure:

(II) The financial ability of the home buyer to comply with the buyer's obligations as a new tenant PURSUANT TO SUBSECTION (2.7)(c) OF THIS SECTION;

(c) A BUYER DEMONSTRATES THE BUYER'S FINANCIAL ABILITY TO COMPLY WITH THE PROVISIONS OF SUBSECTION (2.7)(a)(II) OF THIS SECTION IF THE BUYER CAN DEMONSTRATE THAT:

(I) THE BUYER HAS A MONTHLY INCOME THAT IS AT LEAST TWO HUNDRED PERCENT OF THE SELLER'S CURRENT MONTHLY LOT RENT FOR ONE MONTH; OR

(II) THE BUYER HAS OTHER CASH ASSETS THAT ARE AT LEAST TWO HUNDRED PERCENT OF THE SELLER'S CURRENT MONTHLY LOT RENT FOR SIX MONTHS.

(3)(a) If the management provides each home owner written notice, IN BOTH ENGLISH AND SPANISH, of the management's intent to add or amend any written rule or regulation as described in subsection (1)(e) of this section, OR IF THE MANAGEMENT INDICATES THAT IT WILL BEGIN ENFORCING A RULE OR REGULATION THAT WAS PREVIOUSLY UNENFORCED, a home owner may file a complaint challenging the rule, regulation, or amendment pursuant to section 38-12-1105 within sixty days after receiving the notice. If a home owner files such a complaint and the new or amended rule or regulation will increase a cost to the home owner in an amount that equals or exceeds ten percent of the home owner's monthly rent obligation under the rental agreement, the management shall not enforce the rule, regulation, or amendment unless and until the parties reach an agreement concerning the rule, regulation, or amendment or the dispute resolution process concludes and the division of housing within the department of local affairs issues a written determination, pursuant to section 38-12-1105 (4), that the rule, regulation, or amendment does not constitute a violation of this part 2 and may be enforced. Notwithstanding any provision of part 11 of this article 12 to the contrary, as part of the complaint process described in section 38-12-1105, the management has the burden of establishing that the rule, regulation, or amendment satisfies the requirements described in

subsections (1) and (2) of this section.

SECTION 14. In Colorado Revised Statutes, 38-12-217, amend (9)(b); and add (9)(b.5) as follows:

38-12-217. Notice of change of use - notice of sale or closure of park - opportunity for home owners to purchase - procedures - exemptions - enforcement - private right of action - definition. (9) **Independence of time limits and notice provisions.** (b) ~~(f)~~ A landlord is not required to provide a new or subsequent notice of intent to sell for each triggering event listed in subsection (1)(a) of this section if:

(I) (A) The new demonstration of intent occurs within sixty calendar days of the certified mailing of the most recent notice under subsection (2) of this section; and

(B) There are no material changes to the identity of a potential buyer if the landlord has made a conditional agreement with a buyer; to the time when the park is listed for sale; or to the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or for which the landlord intends to sell the park, which were included in the most recent notice provided pursuant to subsection (1)(a) of this section; OR

~~(II) Any material change to the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or for which the landlord intends to sell the park is considered a new triggering event, requiring a new notice pursuant to subsection (1)(a) of this section and creating a new one-hundred-twenty-day time period. THE LANDLORD IS ONLY CONSIDERING AN OFFER FROM A GROUP OR ASSOCIATION OF HOME OWNERS WHO RESIDE IN THE PARK; EXCEPT THAT A LANDLORD SHALL PROVIDE A NEW OR SUBSEQUENT NOTICE IF AT ANY POINT THERE IS A NEW TRIGGERING EVENT SPECIFIED IN SUBSECTION (1)(a) OF THIS SECTION INVOLVING A DIFFERENT PARTY.~~

(b.5) ANY MATERIAL CHANGE TO THE PRICE, TERMS, AND CONDITIONS OF AN ACCEPTABLE OFFER THE LANDLORD HAS RECEIVED TO SELL THE MOBILE HOME PARK OR FOR WHICH THE LANDLORD INTENDS TO SELL THE PARK IS CONSIDERED A NEW TRIGGERING EVENT, REQUIRING A NEW NOTICE PURSUANT TO SUBSECTION (1)(a) OF THIS SECTION AND CREATING A NEW ONE-HUNDRED-TWENTY-DAY TIME PERIOD.

SECTION 15. In Colorado Revised Statutes, 38-12-220, **add** (6) as follows:

38-12-220. Private civil right of action. (6) (a) A COURT HAS THE DISCRETION TO ORDER, AFTER A REVIEW OF THE FILINGS OR AT ANY POINT THEREAFTER, THAT A LANDLORD CEASE FROM INCREASING RENT ON A MOBILE HOME PARK LOT OR ISSUING A NOTICE OF A RENT INCREASE IF THE LANDLORD HAS BEEN NAMED AS A DEFENDANT IN ANY PENDING LAWSUIT OR ADMINISTRATIVE COMPLAINT THAT ALLEGES:

(I) A VIOLATION OF THE "MOBILE HOME PARK ACT", PART 2 OF THIS ARTICLE 12, OR A VIOLATION RELATED TO A MOBILE HOME PARK LOCATED IN COLORADO;

(II) A VIOLATION OF THE FEDERAL "FAIR HOUSING ACT", 42 U.S.C. SEC. 3601 ET SEQ., AS AMENDED, OR THE FAIR HOUSING PROVISIONS IN PART 5 OF ARTICLE 34 OF TITLE 24; OR

(III) A VIOLATION RELATED TO UNLAWFUL PRICE FIXING, ILLEGAL PRACTICES CONCERNING RENT, FEES, CONSUMER PROTECTION LAWS, ANTI-TRUST PROTECTIONS, OR FINANCIAL IMPROPRIETY RELATED TO A MOBILE HOME PARK.

(b) A COURT SHALL ORDER THAT A LANDLORD REFUND A HOMEOWNER OR A RESIDENT ANY RENT THAT THE COURT DETERMINES WAS UNLAWFULLY COLLECTED OR RETAINED IN ADDITION TO ANY OTHER REMEDIES OR DAMAGES AUTHORIZED UNDER LAW.

SECTION 16. In Colorado Revised Statutes, 38-12-223, **amend** (1)(c), (1)(d)(IV), and (1)(d)(V); and **add** (1)(d)(VI), (1)(e), (1)(f), and (5.5) as follows:

38-12-223. Tenancy and park sale records. (1) A landlord shall retain records for each home owner and resident throughout the home owner's or resident's tenancy and for twelve months after the tenancy ends, including documentation of:

(c) Written rules and regulations adopted by the current or previous landlord during the home owner's or resident's tenancy; ~~and~~

(d) Each request from the home owner or resident relating to the following, including whether the landlord at the time approved or disapproved each request:

(IV) Decks, fences, wheelchair ramps, or other structural changes to the home or lot; and

(V) Use of property related to parking of vehicles and use of vehicles; AND

(VI) A REQUEST FROM THE RESIDENT OR HOME OWNER THAT NOTICES, DISCLOSURES, OR OTHER COMMUNICATIONS BE PROVIDED IN A LANGUAGE OTHER THAN ENGLISH;

(e) A PAYMENT LEDGER THAT DOCUMENTS ANY RENT OR OTHER TYPE OF PAYMENT FROM A RESIDENT OR HOME OWNER, THE AMOUNT PAID, AND THE DATE THE PAYMENT WAS MADE; AND

(f) WRITTEN NOTICES, DISCLOSURES, OR OTHER COMMUNICATIONS PROVIDED TO RESIDENTS AND HOME OWNERS WHO HAVE REQUESTED THAT THE LANDLORD PROVIDE NOTICES, DISCLOSURES, OR OTHER COMMUNICATIONS IN A LANGUAGE OTHER THAN ENGLISH.

(5.5) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (5) OF THIS SECTION, AT ANY POINT DURING A TENANCY OR TWELVE MONTHS AFTER A TENANCY HAS ENDED, A RESIDENT MAY REQUEST A COPY OF THEIR PAYMENT LEDGER AND THE LANDLORD SHALL PROVIDE A COPY WITHIN TEN CALENDAR DAYS.

SECTION 17. In Colorado Revised Statutes, add 38-12-1105.5 as follows:

38-12-1105.5. Sale or change in control of the park - complaint pending - duties of landlord. (1) IF THERE IS A SALE OR OTHER CHANGE IN CONTROL OF A MOBILE HOME PARK WHILE A COMPLAINT FILED PURSUANT TO SECTION 38-12-1105 IS PENDING BEFORE THE DIVISION OR PRIOR TO THE LANDLORD'S COMPLIANCE WITH ALL REMEDIAL ACTIONS AND PENALTIES ORDERED BY THE DIVISION AS A RESULT OF A COMPLAINT THAT WAS PREVIOUSLY FILED, THE LANDLORD AT THE TIME THAT THE COMPLAINT WAS FILED SHALL, AS A PRIOR CONDITION OF THE SALE OR CHANGE IN CONTROL

OF THE MOBILE HOME PARK:

(a) PROVIDE ALL DOCUMENTS RELATED TO THE COMPLAINT, INCLUDING ANY NOTICE OF VIOLATION OR FINAL AGENCY ORDER ISSUED BY THE DIVISION, TO A PROSPECTIVE BUYER AS PART OF THE DUE DILIGENCE PROCESS OF ANY SALE;

(b) PAY ALL PENALTIES ORDERED BY THE DIVISION IN A FINAL AGENCY ORDER AND SUBMIT AN AFFIDAVIT OF COMPLIANCE TO THE DIVISION; AND

(c) FOR A PENDING COMPLAINT IN WHICH THE DIVISION HAS NOT ISSUED A FINAL AGENCY ORDER, IF REQUESTED BY THE PROSPECTIVE BUYER OR ORDERED BY THE DIVISION, PLACE INTO AN ESCROW ACCOUNT MONEY SUFFICIENT TO COVER EITHER THE REMEDIATION COST OR AN ESTIMATED PENALTY THAT COULD BE ASSESSED BY THE DIVISION. THE SELLER IS ENTITLED TO THE RETURN OF MONEY PLACED IN ESCROW IF NO VIOLATION IS FOUND IN A FINAL AGENCY ORDER.

(2) IF THE DIVISION ORDERS ONE OR MORE REMEDIAL ACTIONS IN A FINAL AGENCY ORDER PRIOR TO THE SALE OF A MOBILE HOME PARK:

(a) THE LANDLORD SHALL COMPLETE ALL REMEDIAL ACTIONS PRIOR TO THE SALE AND SUBMIT AN AFFIDAVIT OF COMPLIANCE TO THE DIVISION; OR

(b) THE LANDLORD AND THE PROSPECTIVE BUYER SHALL JOINTLY SUBMIT TO THE DIVISION A WRITTEN REMEDIAL PLAN THAT REQUIRES ALL REMEDIAL ACTIONS TO BE COMPLETED WITHIN ONE YEAR. THE DIVISION MAY ACCEPT OR REJECT THE PROPOSED REMEDIAL PLAN AND ASSESS PENALTIES AGAINST EITHER PARTY IF A REMEDIAL PLAN SUBMITTED PURSUANT TO THIS SECTION IS NOT COMPLETED.

(3) IF THERE IS A SALE OR OTHER CHANGE IN CONTROL OF A MOBILE HOME PARK WHILE A COMPLAINT IS PENDING BEFORE THE DIVISION, THE DIVISION MAY ADD ANY LANDLORD SUCCESSOR IN INTEREST AS A PARTY WITH NO FURTHER ACTION NEEDED BY THE FILING PARTY.

SECTION 18. In Colorado Revised Statutes, **add** part 14 to article 12 of title 38 as follows:

PART 14
RENT-TO-OWN MOBILE HOME CONTRACTS

38-12-1401. Mobile home rent-to-own contracts - general provisions - definition. (1) AS USED IN THIS PART 14, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "PURCHASE PAYMENT" MEANS ANY KIND OF PAYMENT THAT IS CREDITED TO THE PURCHASER TOWARD THE PURCHASE PRICE OF A MOBILE HOME, REGARDLESS OF HOW THE PAYMENT IS DENOMINATED.

(b) "RENT-TO-OWN CONTRACT" MEANS ANY RENT-TO-OWN, LEASE-TO-OWN, PURCHASE OPTION, OR OTHER AGREEMENT IN WHICH THE PURCHASER OF A MOBILE HOME AGREES TO OR RECEIVES THE OPTION TO PURCHASE THE MOBILE HOME OVER A PERIOD MUTUALLY AGREED UPON WITH THE SELLER OF THE MOBILE HOME.

(2) THIS PART 14 APPLIES ONLY TO A RENT-TO-OWN CONTRACT FOR A MOBILE HOME LOCATED IN A MOBILE HOME PARK AND WHEN THE SELLER OF THE MOBILE HOME:

(a) IS THE LANDLORD OF THE MOBILE HOME PARK; OR

(b) OWNS MORE THAN ONE MOBILE HOME IN COLORADO.

(3) THE PURCHASER UNDER A RENT-TO-OWN CONTRACT IS DEEMED TO BE A "HOME OWNER", AS THAT TERM IS DEFINED IN SECTION 38-12-201.5 (2), AND HAS ALL OF THE RIGHTS OF A HOME OWNER UNDER PART 2 OF THIS ARTICLE 12, UNLESS OTHERWISE SPECIFIED IN THIS PART 14 OR UNTIL THE RENT-TO-OWN CONTRACT IS VALIDLY TERMINATED PURSUANT TO THIS PART 14.

(4) IF THE SELLER OF A MOBILE HOME IS THE LANDLORD OF A MOBILE HOME PARK, THE SELLER SHALL DISCLOSE ALL RENT-TO-OWN CONTRACTS TO WHICH THE SELLER IS A PARTY ON THE ANNUAL REGISTRATION REQUIRED PURSUANT TO SECTION 38-12-1106.

38-12-1402. Mobile home rent-to-own contracts - requirements - terms - termination. (1) A RENT-TO-OWN CONTRACT MUST BE IN WRITING AND SIGNED BY THE PURCHASER AND THE SELLER OF THE MOBILE HOME. A

RENT-TO-OWN CONTRACT THAT IS NOT IN WRITING OR THAT IS NOT SIGNED BY BOTH THE PURCHASER AND THE SELLER IS NOT ENFORCEABLE BY EITHER PARTY.

(2) A RENT-TO-OWN CONTRACT MUST BE IN EITHER ENGLISH OR BOTH ENGLISH AND SPANISH, AS REQUESTED BY THE PURCHASER.

(3) BEFORE ENTERING INTO A RENT-TO-OWN CONTRACT, THE SELLER OF THE MOBILE HOME MUST PROVIDE THE PURCHASER WITH THE FOLLOWING:

(a) PROOF OF THE SELLER'S OWNERSHIP OF THE MOBILE HOME, INCLUDING A COPY OF THE SELLER'S VALID CERTIFICATE OF TITLE TO THE MOBILE HOME AND A DISCLOSURE OF ANY LIENS PLACED ON THE HOME, INCLUDING A COPY OF ANY LIENS, IF AVAILABLE; AND

(b) A DISCLOSURE THAT THE PURCHASER HAS THE RIGHT TO HAVE THE MOBILE HOME PROFESSIONALLY APPRAISED AT THE BUYER'S EXPENSE AND THAT THE SELLER SHALL MAKE REASONABLE EFFORTS TO MAKE THE MOBILE HOME AVAILABLE FOR APPRAISAL.

(4) A RENT-TO-OWN CONTRACT MUST CONTAIN THE FOLLOWING INFORMATION:

(a) THE MANUFACTURER OF THE MOBILE HOME AND THE DATE OF MANUFACTURE;

(b) THE VEHICLE IDENTIFICATION NUMBER OR OTHER IDENTIFYING NUMBER OF THE MOBILE HOME;

(c) THE MOBILE HOME PARK AND THE LOT NUMBER WITHIN THE MOBILE HOME PARK ON WHICH THE MOBILE HOME IS LOCATED;

(d) A LIST OF FIXTURES THAT ARE INCLUDED IN OR EXCLUDED FROM THE PURCHASE OF THE MOBILE HOME;

(e) A LIST OF IMPROVEMENTS TO THE MOBILE HOME THAT ARE INCLUDED IN OR EXCLUDED FROM THE PURCHASE;

(f) THE TERM OF THE RENT-TO-OWN CONTRACT;

(g) THE TOTAL PURCHASE PRICE OF THE MOBILE HOME;

(h) THE NUMBER OF PURCHASE PAYMENTS THAT THE PURCHASER MUST MAKE UNDER THE RENT-TO-OWN CONTRACT AND THE AMOUNT OF EACH PAYMENT;

(i) THE FEE, IF ANY, THAT THE PURCHASER MUST PAY AS CONSIDERATION FOR THE RENT-TO-OWN OPTION. IF AN OPTION FEE IS REQUIRED, THE AMOUNT OF THE FEE SHALL NOT EXCEED THE COST TO TRANSFER THE TITLE OF THE MOBILE HOME IN THE COUNTY IN WHICH THE MOBILE HOME IS LOCATED; AND

(j) A SEPARATE TERM LISTING THE AMOUNT OF RENT TO BE PAID EACH MONTH FOR THE MOBILE HOME THAT IS IN ADDITION TO THE PURCHASE PAYMENT.

(5) BEFORE ENTERING INTO A RENT-TO-OWN CONTRACT, THE PURCHASER HAS THE RIGHT TO INSPECT THE MOBILE HOME AND TO HAVE THE MOBILE HOME PROFESSIONALLY INSPECTED AT THE PURCHASER'S EXPENSE. THE PURCHASER ALSO HAS THE RIGHT TO HAVE THE MOBILE HOME PROFESSIONALLY APPRAISED AT THE PURCHASER'S EXPENSE. THE SELLER SHALL MAKE REASONABLE EFFORTS TO MAKE THE MOBILE HOME AVAILABLE FOR INSPECTION OR APPRAISAL.

(6) AT ANY TIME DURING THE TERM OF THE RENT-TO-OWN CONTRACT, THE PURCHASER MAY PAY ADDITIONAL AMOUNTS TOWARDS THE BALANCE OWED ON THE TOTAL PURCHASE PRICE OF THE MOBILE HOME, INCLUDING PAYING THE BALANCE IN FULL, WITHOUT INCURRING ANY PENALTY.

(7) (a) THE PURCHASER IN ANY RENT-TO-OWN CONTRACT HAS THE RIGHT TO TERMINATE THE CONTRACT BEFORE THE END OF THE TERM OF THE CONTRACT. TO EXERCISE THE RIGHT TO TERMINATE THE CONTRACT, THE PURCHASER MUST GIVE THE SELLER AT LEAST THIRTY DAYS' WRITTEN NOTICE OF THE PURCHASER'S INTENT TO TERMINATE THE RENT-TO-OWN CONTRACT. AT THE CONCLUSION OF THE THIRTY DAYS' NOTICE TO TERMINATE, THE SELLER MUST RETURN TO THE PURCHASER ALL PURCHASE PAYMENTS MADE BY THE PURCHASER REDUCED BY ANY THEN-OWED RENT UNDER THE CONTRACT.

(b) IF THE PURCHASER OF THE MOBILE HOME TERMINATES THE RENT-TO-OWN CONTRACT, THE TERMINATION SHALL NOT AFFECT ANY MOBILE HOME LEASE AGREED ON BY THE PURCHASER AND THE SELLER OF THE MOBILE HOME. ANY MOBILE HOME LEASE REMAINS IN FULL FORCE AND EFFECT AND MAY ONLY BE TERMINATED PURSUANT TO APPLICABLE LANDLORD-TENANT LAW.

(8) (a) THE SELLER OF A MOBILE HOME MAY TERMINATE A RENT-TO-OWN CONTRACT ONLY FOR ONE OF THE FOLLOWING REASONS:

(I) THE PURCHASER OF THE MOBILE HOME FAILED TO TIMELY MAKE A PURCHASE PAYMENT UNDER THE RENT-TO-OWN CONTRACT, THE SELLER HAS GIVEN THE PURCHASER WRITTEN NOTICE OF THE FAILURE TO PAY, AND THE PURCHASER HAS NOT CURED THE PAYMENT DEFICIT WITHIN THIRTY DAYS OF RECEIVING WRITTEN NOTICE; OR

(II) THE PURCHASER COMMITTED AN ACTION RELATED TO THE MOBILE HOME PURCHASER'S MOBILE HOME LEASE THAT LED TO A VALID AND EXECUTED WRIT OF RESTITUTION.

(b) IF THE SELLER OF A MOBILE HOME TERMINATES A RENT-TO-OWN CONTRACT PURSUANT TO THIS SUBSECTION (8), THE SELLER SHALL RETURN TO THE PURCHASER ALL PURCHASE PAYMENTS MADE BY THE PURCHASER NO LATER THAN TEN CALENDAR DAYS AFTER THE RENT-TO-OWN CONTRACT TERMINATES. IF THE PURCHASER OWES ANY RENT TO THE SELLER, THE SELLER MAY REDUCE THE RETURNED PURCHASE PAYMENT BY THE AMOUNT OF RENT THE PURCHASER OWES TO THE SELLER.

(c) IF THE SELLER OF A MOBILE HOME CANNOT COMPLY WITH THE RENT-TO-OWN CONTRACT BECAUSE THE MOBILE HOME BECOMES ENCUMBERED AS A RESULT OF LEGAL ACTIONS TAKEN AGAINST THE SELLER, THEN THE SELLER SHALL PROVIDE THE PURCHASER WITH PROOF OF THE ENCUMBRANCE AND SHALL RETURN TO THE PURCHASER ALL PURCHASE PAYMENTS MADE BY THE PURCHASER WITHIN TEN CALENDAR DAYS OF THE DATE THAT THE SELLER KNEW OR REASONABLY SHOULD HAVE KNOWN THAT IT WOULD NOT BE POSSIBLE TO COMPLY WITH THE RENT-TO-OWN CONTRACT.

(d) IF THE SELLER OF A MOBILE HOME CANNOT COMPLY WITH THE RENT-TO-OWN CONTRACT BECAUSE THE MOBILE HOME PARK IN WHICH THE MOBILE HOME IS LOCATED IS CONDEMNED OR CHANGES USE PURSUANT TO

SECTION 38-12-203 (1)(d), THE SELLER SHALL RETURN TO THE PURCHASER ALL PURCHASE PAYMENTS MADE BY THE PURCHASER WITHIN TEN DAYS OF THE PURCHASER RECEIVING WRITTEN NOTICE OF THE CONDEMNATION OR CHANGE IN USE PURSUANT TO SECTION 38-12-203 (1)(d). IF THE SELLER IS THE LANDLORD OF THE MOBILE HOME PARK AND CANNOT COMPLY WITH THE RENT-TO-OWN CONTRACT BECAUSE THE MOBILE HOME PARK IN WHICH THE MOBILE HOME IS LOCATED IS CONDEMNED OR CHANGES USE PURSUANT TO SECTION 38-12-203 (1)(d), THE SELLER SHALL ALSO PAY THE PURCHASER REASONABLE RELOCATION EXPENSES PURSUANT TO SECTION 38-12-203.5 (2)(b)(I).

38-12-1403. Duties of the seller. (1) FOR ANY RENT-TO-OWN CONTRACT, THE SELLER OF THE MOBILE HOME SHALL:

(a) REMAIN RESPONSIBLE FOR ANY REPAIRS OF CONDITIONS THAT COULD ENDANGER THE HEALTH OR SAFETY OF A BUYER, EXCEPT FOR CONDITIONS CAUSED BY A BUYER'S GROSS NEGLIGENCE OR WILLFUL CONDUCT, UNTIL THE PURCHASER BECOMES THE OWNER OF THE MOBILE HOME AND RECEIVES THE TITLE TO THE MOBILE HOME FROM THE SELLER OR UNTIL THE LOT LEASE AND MOBILE HOME LEASE ARE LEGALLY AND VALIDLY TERMINATED;

(b) ENSURE THAT THE MOBILE HOME IS HABITABLE UNDER STATE AND LOCAL LAW BEFORE ENTERING INTO A RENT-TO-OWN AGREEMENT;

(c) BEAR THE REASONABLE COSTS OF REPAIRS OR MAINTENANCE RELATED TO THE MOBILE HOME DURING THE TERM OF THE RENT-TO-OWN CONTRACT SO LONG AS THE REPAIR OR MAINTENANCE WAS NOT CAUSED BY THE PURCHASER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT;

(d) TIMELY PAY ALL PROPERTY TAXES ASSESSED ON THE MOBILE HOME UNTIL THE PURCHASER BECOMES THE OWNER OF THE MOBILE HOME AND RECEIVES THE TITLE TO THE MOBILE HOME FROM THE SELLER. THE SELLER MAY PRORATE ANY PROPERTY TAXES OWED AT THE TIME THE TITLE TO THE MOBILE HOME IS TRANSFERRED; AND

(e) RETURN TO THE PURCHASER OF THE MOBILE HOME ALL PURCHASE PAYMENTS MADE BY THE PURCHASER IF THE MOBILE HOME IS RENDERED UNFIT FOR HABITATION BY CAUSES OUTSIDE OF EITHER THE PURCHASER'S OR THE SELLER'S CONTROL. IF THE PURCHASER OWES THE SELLER ANY MONEY

RELATED TO THE MOBILE HOME LEASE AT THE TIME A MOBILE HOME IS DESTROYED, THE SELLER MAY DEDUCT THE OWED MONEY FROM ANY ACCUMULATED PURCHASE PAYMENTS. THE SELLER SHALL RETURN THE ACCUMULATED PURCHASE PAYMENTS WITHIN TEN DAYS OF THE DATE THE MOBILE HOME WAS DESTROYED.

38-12-1404. Concurrent mobile home leases. (1) FOR A RENT-TO-OWN CONTRACT COVERED UNDER THIS PART 14, THE SELLER MUST OFFER THE PURCHASER A MOBILE HOME LEASE FOR A PERIOD EQUIVALENT TO THE PERIOD IN WHICH THE PURCHASER HAS TO COMPLETE THE PURCHASE OF THE MOBILE HOME.

(2) FOR A RENT-TO-OWN CONTRACT WHEN THE SELLER IS THE OWNER OF MORE THAN ONE MOBILE HOME WITHIN THE SAME MOBILE HOME PARK AND IS NOT THE LANDLORD OF THE PARK, THE SELLER SHALL NOT ENTER INTO A RENT-TO-OWN CONTRACT UNLESS THE SELLER'S RENTAL AGREEMENT WITH THE LANDLORD OF THE MOBILE HOME PARK OR ANY BINDING ADDENDUM TO THE RENTAL AGREEMENT SPECIFICALLY PERMITS THE SELLER TO SUBLEASE AND SELL THE MOBILE HOME AND THE SELLER HAS SATISFIED ANY REQUIREMENTS OF THE LANDLORD OF THE MOBILE HOME PARK RELATED TO SUBLESSEES AND THE SALE OF MOBILE HOMES. IF A SELLER FAILS TO SATISFY THE REQUIREMENTS OF THIS SUBSECTION (2), THE RENT-TO-OWN CONTRACT IS INVALID AND UNENFORCEABLE BY THE SELLER, AND THE SELLER MUST RETURN TO THE PURCHASER, WITHIN TEN CALENDAR DAYS, ANY PURCHASE PAYMENTS AND ANY OTHER MONEY THAT THE SELLER HAS RECEIVED FROM THE PURCHASER.

(3) A MOBILE HOME LEASE MUST BE A SEPARATE DOCUMENT FROM THE RENT-TO-OWN CONTRACT.

38-12-1405. Recordkeeping. (1) FOR ANY RENT-TO-OWN CONTRACT, THE SELLER OF THE MOBILE HOME SHALL MAINTAIN SEPARATE FINANCIAL RECORDS FOR EACH RENT-TO-OWN CONTRACT.

(2) THE SELLER OF THE MOBILE HOME SHALL PROVIDE THE PURCHASER WITH EITHER AN ANNUAL ACCOUNTING RELATED TO THE RENT-TO-OWN CONTRACT OR A DISCLOSURE THAT THE BUYER IS ENTITLED TO REQUEST AND RECEIVE AN ANNUAL ACCOUNTING OF THEIR RENT-TO-OWN CONTRACT. THE ACCOUNTING OR THE DISCLOSURE IS DUE TO THE PURCHASER EACH YEAR WITHIN TEN DAYS OF THE ANNIVERSARY DATE OF

THE RENT-TO-OWN CONTRACT. IF REQUESTED, THE ANNUAL ACCOUNTING SHALL BE PROVIDED WITHIN TEN DAYS UPON THE RECEIPT OF A REQUEST FOR ACCOUNTING. AT A MINIMUM, ANY ACCOUNTING PROVIDED SHALL DISCLOSE THE TOTAL AMOUNT IN PURCHASE PAYMENTS MADE, THE TOTAL AMOUNT OF THE PURCHASE PRICE REMAINING TO BE PAID, AND ANY EXPENSES PAID BY THE SELLER DURING THE ACCOUNTING PERIOD TO REPAIR OR MAINTAIN THE MOBILE HOME. THE ACCOUNTING OR THE DISCLOSURE SHALL BE PROVIDED TO THE PURCHASER IN ENGLISH OR ENGLISH AND SPANISH, AS REQUESTED BY THE PURCHASER.

38-12-1406. Sale of mobile home park. A SUCCESSOR OWNER OF A MOBILE HOME PARK IS BOUND BY THE TERMS OF ANY RENT-TO-OWN CONTRACT ENTERED INTO BY THE PRIOR OWNER OF THE PARK AS OF THE DATE OF THE CHANGE IN PARK OWNERSHIP. A PURCHASER WITH A VALID RENT-TO-OWN CONTRACT MAY, FOR ANY REASON, TERMINATE THE RENT-TO-OWN CONTRACT WITH A PARK OWNER AND ANY SUCCESSOR OWNER UPON A CHANGE IN THE OWNERSHIP OF THE PARK.

38-12-1407. Unfounded or retaliatory evictions. (1) FOR ANY RENT-TO-OWN CONTRACT, IF THE SELLER OF THE MOBILE HOME EVICTS OR ATTEMPTS TO EVICT A PURCHASER FOR ANY WRONGFUL OR RETALIATORY REASON OR ANY REASON UNSUPPORTED BY THE PROVISIONS OF SECTIONS 38-12-203 AND 38-12-204, THE PURCHASER IS ENTITLED TO RECOVER TREBLE DAMAGES. FOR PURPOSES OF CALCULATING DAMAGES, THE MINIMUM AMOUNT OF DAMAGES IS AT LEAST THE AMOUNT OF PURCHASE PAYMENTS THEN MADE BY THE PURCHASER. IN ADDITION TO MINIMUM DAMAGES, THE PURCHASER IS ALSO ENTITLED TO ANY OTHER ACTUAL DAMAGES.

(2) IF A SELLER EVICTS OR ATTEMPTS TO EVICT A PURCHASER FOR ANY WRONGFUL OR RETALIATORY REASON OR ANY REASON UNSUPPORTED BY THE PROVISIONS OF SECTIONS 38-12-203 AND 38-12-204, A COURT SHALL AWARD ATTORNEY'S FEES AND EXPENSES TO THE PURCHASER.

38-12-1408. Rent-to-own contract - conclusion. (1) FOR ANY RENT-TO-OWN CONTRACT, WITHIN TEN DAYS OF RECEIVING THE FINAL PURCHASE PAYMENT, THE SELLER MUST ASSIGN THE TITLE TO THE MOBILE HOME TO THE PURCHASER AND PROVIDE THE PURCHASER ALL DOCUMENTS IN THE SELLER'S CONTROL NECESSARY FOR THE PURCHASER TO TRANSFER TITLE TO THE MOBILE HOME. THE SELLER SHALL ASSIGN THE TITLE TO THE MOBILE HOME WITHOUT PLACING ANY RESTRICTIONS ON THE TITLE OR ON

THE BUYER'S OWNERSHIP RIGHTS TO THE MOBILE HOME.

(2) BEFORE ASSIGNING THE TITLE OF A MOBILE HOME TO THE PURCHASER, THE SELLER MUST PAY ANY THEN-OWED PROPERTY TAXES ASSESSED ON THE MOBILE HOME OR PROVIDE A CREDIT TO THE PURCHASER, PRORATED TO THE DATE THAT THE MOBILE HOME'S TITLE IS ASSIGNED TO THE PURCHASER.

(3) A SELLER SHALL NOT IMPOSE ANY OTHER FEES, CHARGES, OR OTHER COSTS ON THE PURCHASE OF A MOBILE HOME AS A CONDITION OF CONCLUDING THE RENT-TO-OWN CONTRACT.

(4) IN ADDITION TO ALL OTHER REMEDIES AVAILABLE PURSUANT TO SECTION 38-12-220 AND OTHER STATE LAW, IF THE SELLER OF A MOBILE HOME HAS FAILED TO PROPERLY REPAIR OR MAINTAIN THE MOBILE HOME AS REQUIRED BY SECTION 38-12-1403 AT THE TIME THE PURCHASER OF A MOBILE HOME MAKES THE FINAL PAYMENT UNDER THE RENT-TO-OWN CONTRACT, THE PURCHASER MAY EXERCISE THE PURCHASER'S RIGHT OF PRIVATE ACTION PURSUANT TO SECTION 38-12-220. IF THE PURCHASER PREVAILS, IN ADDITION TO DAMAGES AVAILABLE PURSUANT TO SECTION 38-12-220, A COURT MAY AWARD TREBLE DAMAGES IF THE COURT DETERMINES THAT THE SELLER'S FAILURE TO REPAIR OR MAINTAIN THE MOBILE HOME WAS NEGLIGENT OR WILLFUL.

38-12-1409. Supremacy clause. ANY PROVISION OF THIS PART 14 IS UNENFORCEABLE TO THE EXTENT THAT IT CONFLICTS WITH A FEDERAL LAW OR FEDERAL REGULATION.

SECTION 19. In Colorado Revised Statutes, 24-31-101, **amend** (1)(i)(XVII) and (1)(i)(XVIII); and **add** (1)(i)(XXII) as follows:

24-31-101. Powers and duties of attorney general. (1) The attorney general:

(i) May independently initiate and bring civil and criminal actions to enforce state laws, including actions brought pursuant to:

(XVII) The "Rental Application Fairness Act", part 9 of article 12 of title 38; and

(XVIII) The "Reproductive Health Equity Act", part 4 of article 6 of title 25; AND

(XXII) PART 14 OF ARTICLE 12 OF TITLE 38.

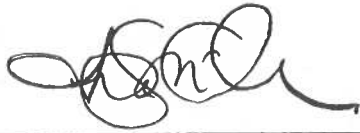
SECTION 20. Appropriation. (1) For the 2024-25 state fiscal year, \$40,966 is appropriated to the department of law. This appropriation is from reappropriated funds received from the department of local affairs from the mobile home park act dispute resolution and enforcement program fund created in section 38-12-1110 (1), C.R.S., and is based on an assumption that the department of law will require an additional 0.2 FTE. To implement this act, the department may use this appropriation to provide legal services for the department of local affairs.

SECTION 21. Applicability. Section 18 of this act applies to rent-to-own mobile home contracts formed on or after June 30, 2024.

SECTION 22. Effective date. This act takes effect June 30, 2024; except that sections 1, 6, 8, 14, 15, 17, 20, 21, this section 22, 23, and section 38-12-212.3 (1) and (2), Colorado Revised Statutes, as amended in section 9 of this act, and sections 38-12-214 (2), (2.5), (2.7), and (3), Colorado Revised Statutes, as amended in section 13 of this act, take effect upon passage.

SECTION 23. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety or for appropriations for

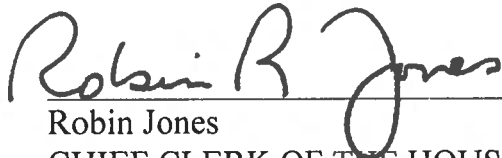
the support and maintenance of the departments of the state and state institutions.



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Steve Fenberg
PRESIDENT OF
THE SENATE

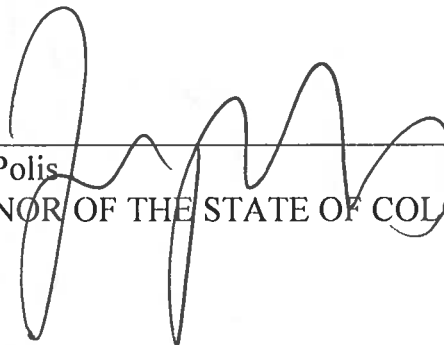


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Tuesday June 4th 2024 at 3:00 PM
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO