



AGENDA
HAYDEN MUNICIPAL HOUSING AUTHORITY SPECIAL MEETING
178 W JEFFERSON AVENUE
THURSDAY, JUNE 5, 2025
6:00 P.M.

ATTENDEES/COMMISSIONERS MAY PARTICIPATE VIRTUALLY VIA ZOOM WITH THE INFORMATION BELOW:

Join Zoom Meeting

<https://us02web.zoom.us/j/84598597603?pwd=RVk4Q3dHSERQWitwUlhuNENsOWw4UT09>

Meeting ID: 845 9859 7603

Passcode: 964476

One tap mobile

+16699009128,,84598597603#,,,,*964476# US (San Jose)

+12532158782,,84598597603#,,,,*964476# US (Tacoma)

OFFICIAL RECORDINGS AND RECORDS OF MEETINGS WILL BE THE ZOOM RECORDING AND OFFICIAL MINUTES OF MEETING

REGULAR MEETING – 6:00 P.M.

1a. CALL TO ORDER

1c. PLEDGE OF ALLEGIANCE

1d. ROLL CALL

2. PUBLIC COMMENTS

Citizens are invited to speak to the Commissioners on items that are not on the agenda. There is a 3-minute time limit per person, unless otherwise noted by the Chair. Please note that no formal action will be taken on these items during this time due to the open meeting law provision; however, they may be placed on a future posted agenda if action is required.

3. CONSENT ITEMS

Consent agenda items are considered to be routine and will be considered for adoption by one motion. There will be no separate discussion of these items unless a Councilmember or Town staff requests the Council to remove an item from the consent agenda.

A. Consideration and Approval of Minutes of the May 22, 2025 Housing Authority Meeting Minutes.

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4. OLD BUSINESS

NOTICE: Agenda is subject to change. If you require special assistance in order to attend any of the Authority's public meetings or events, please notify the Authority at (970)276-3741 at least 48 hours in advance of the scheduled event so the necessary arrangements can be made.

5. NEW BUSINESS

A. Review and Discuss Pinyon Pines Estates Sale Notification

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6. PULLED CONSENT ITEMS

7. STAFF AND COMMISSIONER REPORTS (CONTINUED, IF NECESSARY)

8. EXECUTIVE SESSION (IF NECESSARY)

9. ADJOURNMENT

Hayden Housing Authority Special Meeting May 22, 2025

Call to Order/Roll Call

Chair Banks called the regular meeting of the Hayden Town Council to order at 6:01 p.m.

Chair Banks Offered a moment of Silence

Chair Banks Led the Pledge of Allegiance

Vice-Chair Gann, Commissioners Hicks, Carlson, Haight, Bell, and Hayden were present. Also present, were Assistant Town Manager/Community Development Director, Tegan Ebbert, Town Deputy Clerk, Christie Haight; Public Works Director, Bryan Richards; Rhonda Sweetser, Director Parks and Recreation, and Chief Scott Scurlock. Town Manager Mathew Mendisco;

Commissioner Reports and Updates

Study Session - none

Public Comment –

David Innes, 1100 West Jefferson # Pinyon Pines, spoke about the selling of Pinyon Pines.

Proclamations and Presentations - none

Consent Agenda Items

A. Consideration of minutes for the Regular Meeting of December 5, 2024

Commissioner Bell moved and Commissioner Carlson seconded. A roll call vote was held and the motion passed unanimously.

Items Removed from Consent Agenda There were none

Old Business - There was no Old Business

New Business There was no New Business

A. Review and Consider for Ratification of Engagement Letter with the Law Office of Mark Berry.

Chair Banks moved and Commissioner Hicks seconded. A roll call vote was held and the motion passed unanimously.

B. Review and Consider for Approval CHGA Small-Scale Development Pilot Program.

Tegan Ebbert explained that this is the participation agreement shifting from the Town Council to the Hayden Housing Authority. Tim Reinen gave a quick recap of the program.

Chair Banks moved and Commissioner Carlson seconded. A roll call vote was held and the motion

passed unanimously.

C. Review and Discuss Pinyon Pines Estates Sale Notification

Mathew Mendisco opened the discussion of the proposed sale of the Pinyon Pines Estates Sales notification that was received by residents and our office. This is a very complicated process and needed to be brought to the Boards attention. Staff is able to advise on this question but are not attorneys. The HA can choose to take a role. Chair Banks would like to know more information. Larry Jordan, owner of #17 & #19 in Pinyon Pines, spoke as public comment, saying there are two attorneys on board already and it looks like it will be roughly \$130,000/ lot. No one knows much yet as we were just told on Friday. Mr. Jordan has requested a meeting, which has to be within 30 days by law. Mayor Banks asked if the price was \$8 or \$10 million. Mathew responded it is \$8million. There was further discussion. Chair Banks reiterated that the reason this item is on the agenda is for the Board to provide direction to the Town Staff to gather and provide information as to how we as a Town can best assist in this situation. Chair Banks asked to have another HHA meeting on June 5th. Commissioner Haight asked why we, as the Town, would be paying to get information on infrastructure. Mathew Mendisco said that if the Board decides to have Staff assist on this issue, and it is believed that there is a fairly serious infrastructure matter, this would give the residents and Board more information. Tegan reminded the Board that this is a highly technical process that the State with State statutes that are in place. Commissioner Hicks asked what the Board's role really is in something like this. Mathew responded that there really is no obligation. It is up to the Board how much time and resources you want Staff to put into this. Chair Banks closed reiterating Commissioner Hayden's statement that this is a dagger to the community but the Town is here to support as best we can.

Pulled Consent Items There were none

Staff and Commissioner Reports and Updates

Executive session: There was no Executive Session

Adjournment: Chair Banks adjourned the meeting at 6:37 p.m.

Recorded by:

APPROVED ON THIS 5th Day of June, 2025.

Ryan Banks, Chairman

Barbara Binetti, Deputy Town Clerk

BY CERTIFIED MAIL AND POSTING

Homeowner at Pinyon Pine Estates
1100 W. Jefferson Avenue
Hayden, CO 81639

May 13, 2025

Dear Pinyon Pine Estates Homeowners and Residents:

This Notice is provided to you pursuant to Colorado Revised Statutes § 38-12-217, to advise you of Pinyon Pine Estates MHC, LLC's (the "**Park Owner**") intent to sell the property commonly referred to as the Pinyon Pine Estates Mobile Home Park, located at 1100 W. Jefferson Avenue, Hayden, Colorado 81639, which consists of 62 mobile home lots and 1 single family home (the "**Park**"). Park Owner discloses it has signed a Letter of Intent to sell the Park on the terms contained in the attached summary.

Please be advised that, as a homeowner in the Park, you are afforded certain rights under Colorado Revised Statute §§ 38-12-217(4) through (9), including the right to submit to the Park Owner a proposed purchase and sale agreement within 120 days of this Notice.

Enclosed are copies of (1) Colorado Revised Statute § 38-12-217, advising you of your rights as a homeowner in the Park, as well as (2) a Notice of Intent to Sell Park, which contains the price, terms, and conditions for which the Park Owner may be willing to sell the Park. This is not an offer to sell the Park. These terms must be kept confidential.

PLEASE REVIEW THE ENCLOSED DOCUMENTS CAREFULLY.

Should you have any questions or concerns about this proposed listing, please direct all communication to: Brian T. Ray, Attorney, Hatch Ray Olsen Conant LLC, 730 17th St., Suite 200, Denver, Colorado 80202; 303-298-1800; bray@hatchlawyers.com.

Sincerely,

PINYON PINE ESTATES MHC, LLC

By: Brian T. Ray, Attorney

cc: Routt County Attorney's Office, 522 Lincoln Ave., Suite 34, Steamboat Springs, CO 80487 (copy provided per C.R.S. § 38-12-217(2)(a)(II))
Town of Hayden, Town Manager, 178 W. Jefferson Avenue, P.O. Box 190, Hayden, CO 81639
Division of Housing in the Department of Local Affairs (1313 Sherman St. #521, Denver, CO 80203)

Notice of Intent to Sell Park

In accordance with Section 38-12-217, Colorado Revised Statutes, the owner of Pinyon Pine Estates MHC, LLC hereby provides a description of the property to be sold and the price, terms, and conditions of potentially acceptable terms for which the owner may be willing to sell the Pinyon Pine Estates Mobile Home Park. This notice summarizes the terms of the Letter of Intent that was signed by seller. **The information regarding this Notice may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential.**

Property: All of the Pinyon Pine Estates Mobile Home Park, which includes 62 mobile home lots and one single family home, and is located at 1100 W. Jefferson Avenue, Hayden, CO 81639, including all real property owned by the owner in connection with the operation of the mobile home park community and all of the owner's interest in residential leases affecting the mobile home park community.

Purchase Price: \$8,000,000.00

Deposit: Earnest Money Deposit of \$100,000.00 which is refundable before the expiration of the due diligence period.

Due Diligence Period/Contingencies: Inspection and due diligence period will be 60 days from mutual execution of the purchase and sale agreement.

Closing: 15 days after the expiration of the inspection and due diligence period, or such earlier date as the buyer and the owner may agree (but no earlier than 15 days after the occurrence of any event, or the passage of time, that permits the owner to make a final, unconditional acceptance of this offer pursuant to Section 38-12-217, Colorado Revised Statutes).

Prorations: Real estate taxes, property expenses, rents and other similar items will be prorated at closing in accordance with Colorado custom.

Closing Costs: Seller shall pay the cost of preparing the special warranty deed, the base premium for buyer's title policy, and its own attorneys' fees. Buyer pays the recording costs of recording the deed and its own attorneys' fees. Each party pays ½ of the title company's closing fees. Seller and Purchaser shall split any transfer taxes related to the property. Any other closing costs will be paid in accordance with local custom.

Condition of Property: Property is sold in its as-is, where-is condition, without express or implied warranties.

Commission: Buyer is responsible for paying Brokers' commission of 1.5% of the sale price.

C.R.S. 38-12-217

Statutes current through all legislation from the 2024 Regular Session, effective prior to August 7, 2024. The 2024 legislative changes are not final until compared and reconciled to the 2024 work product of the Colorado Office of Legislative Services later in 2024.

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.

(1) Except as specified in subsection (12) of this section:

(a)

(I) A landlord shall provide notice of the landlord's intent to sell the park within fourteen days of a triggering event demonstrating the landlord's intent to sell. The notice must be given in accordance with the requirements of subsection (2) of this section.

(II) A triggering event requiring notice under this subsection (1)(a) includes any time the landlord:

(A) Signs a contract with a real estate broker or brokerage firm to list the park for sale or to sell or transfer the park;

(B) Signs a letter of intent, option to sell or buy, or other conditional written agreement with a potential buyer for the sale or transfer of the park, which includes the estimated price, terms, and conditions of the proposed sale or transfer, even if such price, terms, or conditions are subject to change;

(C) Signs a contract with a potential buyer's real estate broker or brokerage firm related to the potential sale or transfer of the park;

(D) Accepts an earnest money promissory note or deposit from a potential buyer for the sale or transfer of the park;

(E) Responds to a potential buyer's due diligence request for the park;

(F) Provides a signed property disclosure form for the park to a potential buyer;

(G) Lists the park for sale;

(H) Makes a conditional acceptance of an offer for the sale or transfer of the park;

(I) Takes any other action demonstrating an intent to sell the park; or

(J) Receives a notice of election and demand or lis pendens related to foreclosure of the park pursuant to part 1 of article 38 of this title 38 or a notice that a certificate of levy has been filed related to the park pursuant to section 13-56-101.

(b) A landlord shall provide notice of the landlord's intent to change the use of the land comprising the mobile home park in accordance with the requirements of subsection (2) of this section at least twelve months before the change in use will occur.

(c) No earlier than ninety days after giving the notice required by subsection (1)(a) of this section, a landlord may post information in a public space in the mobile home park describing the method for providing a signed writing to the mobile home park owner related to the opportunity to purchase. The posting must include standard forms created by the department of local affairs related to the opportunity to purchase and the rights of mobile home park owners related to the opportunity to purchase, including a standardized form developed by the department of local affairs for the landlord to use to request the signatures of home owners who decline to participate in efforts to purchase a community. If, no earlier than ninety days after a landlord provides the notice required by subsection (1)(a) of this section, at least fifty percent of the home owners who reside in the park provide signed writings to the landlord

declining to participate in purchasing the park, then the opportunity to purchase provided by subsection (4) of this section terminates even if the one-hundred-twenty-day period provided for in subsection (4)(a) of this section has not yet elapsed.

(d) A landlord shall not solicit or request a home owner's intention or a signed writing related to the opportunity to purchase during the initial ninety days after giving notice pursuant to subsection (1)(a) of this section. During the time period for considering an opportunity to purchase, a landlord shall not attempt to coerce, threaten, or intimidate a home owner or provide any financial or in-kind incentives to a home owner to influence the home owner's vote or decision and shall not take retaliatory action against a home owner after the home owner's vote or decision. Any complaints alleging violation of this subsection (1) may be resolved under part 11 of this article 12 and subsection (15) of this section.

(2) Notice - requirements.

(a) To provide notice as required by subsection (1)(a) or (1)(b) of this section, the landlord shall mail the notice in both English and Spanish by certified mail to:

- (I) Each home owner, using the most recent address of the home owner, and shall post a copy of the notice in a conspicuous place on the mobile home or at the main point of entry to the lot;
- (II) The municipality or, if the park is in an unincorporated area, the county within which the park is located;
- (III) The division of housing in the department of local affairs; and
- (IV) Each home owners' association, residents' association, or similar body that represents the residents of the park.

(b) In addition to mailing the notice, the landlord shall:

(I) Provide the notice in both English and Spanish by e-mail to each resident who has an e-mail address on file with the landlord; and

(II)

(A) Post the notice in both English and Spanish in a clearly visible location in common areas of the mobile home park, including any community hall or recreation hall. The notice must remain publicly posted for a period of at least one hundred twenty days from the date it is posted or until the opportunity to purchase has expired.

(B) The landlord shall make a good faith effort to comply with the notice requirement in subsection (2)(b)(II)(A) of this section. A good faith effort by the landlord to comply with the notice requirement in subsection (2)(b)(II)(A) of this section will not render a sale of a park to be out of compliance with this section.

(3) Contents of notice. The notice given pursuant to subsection (1)(a) of this section must include notice of home owners' rights and remedies under this section. If the triggering event involves a potential sale, the notice must also include a description of the property to be purchased; the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or the price or terms and conditions for which the landlord intends to sell the park; and any other terms or conditions which, if not met, would be sufficient grounds, in the landlord's discretion, to reject an offer from a group of home owners or their assignees. The price, terms, and conditions stated in the notice must be universal and applicable to all potential buyers and must not be specific to and prohibitive of a group or association of home owners or their assignees making a successful offer to purchase the park. The information regarding the proposed sale and the price, terms, and conditions of an acceptable offer may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential if the landlord or the landlord's agent so requests.

(4) Offer to purchase - who may submit - time limits.

(a) A group or association of home owners or their assignees have one hundred twenty days after the date that the landlord mails a notice required by subsection (1)(a) of this section to:

C.R.S. 38-12-217

(I) Submit to the landlord a proposed purchase and sale agreement and obtain an offer for any necessary financing or guarantees; or

(II) Submit to the landlord an assignment agreement pursuant to subsection (8) of this section.

(b) Notwithstanding subsection (4)(a) of this section, if a foreclosure sale of the park is scheduled for less than one hundred twenty days after the landlord mails a notice required by subsection (1)(a) of this section, the opportunity granted by subsection (4)(a) of this section terminates on the date of the foreclosure sale.

(c) A group or association of home owners or their assignees has the opportunity granted by subsection (4)(a) of this section if the group or association of home owners or their assignees have the approval of at least fifty-one percent of the home owners in the park. The group or association of home owners or their assignees must submit to the landlord reasonable evidence that the home owners of at least fifty-one percent of the occupied homes in the park have approved the group or association purchasing the park.

(5) Landlord's duty to consider offer. A landlord that has given notice as required by subsection (1)(a) of this section shall:

(a) Provide documents, data, and other information in response to reasonable requests for information from a group or association of home owners or their assignees participating in the opportunity to purchase that would enable them to prepare an offer. The documents, data, and other information provided may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential if the landlord or the landlord's agent so requests.

(b)

(I) Negotiate in good faith with a group or association of home owners or their assignees.

(II) For purposes of this subsection (5)(b), negotiating in good faith includes, but is not limited to, evaluating an offer to purchase from a group of home owners or their assignees without consideration of the time period for closing, the type of financing or payment method, whether or not the offer is contingent on financing or payment method or whether or not the offer is contingent on financing, an appraisal, or title work; and providing a written response within seven calendar days of receiving an offer from a group of home owners or their assignees. The written response must accept or reject the offer, and if the offer is rejected, must state:

(A) The current price, terms, or conditions of an acceptable offer that the landlord has received to sell the mobile home park if the price, terms, or conditions have changed since the landlord gave notice to the home owners pursuant to subsection (3) of this section; and

(B) Why the landlord is rejecting the offer from a group of home owners and what terms and conditions must be included in a subsequent offer for the landlord to potentially accept it.

(III) The price, terms, and conditions of an acceptable offer stated in the response must be universal and applicable to all potential buyers and must not be specific to and prohibitive of a group or association of home owners or their assignees making a successful offer to purchase the park.

(c) Schedule a closing date for a purchase and sale agreement.

(6) Expiration of opportunity to purchase.

(a) If the one-hundred-twenty-day period provided for in subsection (4)(a) of this section elapses and a group or association of home owners or their assignees have not submitted a proposed purchase and sale agreement or obtained a financial commitment, the group's or association's opportunities provided by this section terminate.

(b) A landlord shall give a group or association of home owners or their assignees an additional one hundred twenty days after the one-hundred-twenty-day period provided by subsection (4)(a) of this section to close on the purchase of the mobile home park.

(7) Extension or tolling of time.

(a) The one-hundred-twenty-day periods described in subsections (4)(a) and (6)(b) of this section may be extended by written agreement between the landlord and the group or association of home owners or their assignees.

(b) The group or association of home owners or their assignees are entitled to tolling of the time periods described in subsections (4)(a) and (6)(b) of this section in any of the following circumstances:

(I) If there is a reasonable delay in obtaining financing or a required inspection or survey of the land that is outside the control of the group or association of home owners or their assignees, the time period is tolled for the duration of the delay;

(II) If the group or association of home owners or their assignee files a nonfrivolous complaint with the department of local affairs alleging a violation of this section, the time period is tolled until the department of local affairs issues a written notice of violation or notice of nonviolation that has become a final agency order determining whether a violation has occurred or the parties reach a resolution by signing a settlement agreement approved by the department of local affairs; and

(III) If the group or association of home owners has attempted to assign their rights pursuant to subsection (8) of this section, the time period is tolled from the time the group or association makes the offer of assignment until the potential assignee either confirms in writing that the offer is rejected or a written assignment contract is executed; except that the time period shall not be tolled for more than ninety days pursuant to this subsection (7)(b)(III).

(8) Assignment of right to purchase.

(a) A group or association of home owners or their assignees that have the opportunity to purchase under subsection (4) of this section may assign their purchase right to a local government, tribal government, housing authority, nonprofit with expertise related to housing, or the state or an agency of the state for the purpose of continuing the use of the park.

(b)

(I) If a group or association of home owners or their assignees comprising more than fifty percent of home owners in a park choose to assign their rights to a public entity under this subsection (8), the home owners or their assignees shall enter into a written assignment contract with the public entity. The assignment contract must include the terms and conditions of the assignment and for how the park will be operated if the public entity purchases the park. The assignment contract must provide that the terms and conditions are applicable to any designee selected by the public entity pursuant to subsection (8)(b)(II) of this section. The terms and conditions may include, but are not limited to:

(A) Any deed restrictions that may be required or permitted regarding the lots or the houses in the park;

(B) Any restrictions on rent or fee increases that apply if the public entity purchases the park;

(C) Any required conditions, such as the required demonstration of approval from home owners, for redeveloping or changing the use of some or all of the park;

(D) A management agreement for how the park will be operated if the public entity purchases the park;

(E) Any changes to park rules or regulations that apply if the public entity purchases the park; and

(F) Any agreement between the parties regarding the transfer of statutory responsibilities associated with managing the park, and any limitations or waivers of liability.

(II) A public entity shall only exercise its right of first refusal for the purpose of preserving the mobile home park as long-term affordable housing. The public entity may designate a housing authority or other political subdivision to purchase the park pursuant to the public entity's right of first refusal for this purpose if the option for a designation is expressly agreed to in the assignment contract.

(III) The public entity or its designee shall promptly provide notice of the assignment contract to the landlord.

(c)

(I) If a landlord receives notice that a group or association of home owners has entered an assignment contract with a public entity pursuant to subsection (8)(b) of this section, the landlord shall provide a right of first refusal

to the public entity or its designee. Any purchase and sale agreement entered into by the landlord must be contingent upon the right of first refusal of the public entity or its designee to purchase the mobile home park.

(II) Within thirty days after receiving notice of an assignment contract, the landlord shall provide the public entity or its designee with the terms upon which the landlord would accept an offer to sell the park or a contingent purchase and sale agreement that is effective upon its execution. The public entity has one hundred twenty days from the date the public entity or its designee receives the terms or contingent purchase and sale agreement to notify the landlord of the public entity's intent to purchase the mobile home park or of the public entity's intent to facilitate the purchase of the mobile home park by its designee.

(III) The landlord shall sell the mobile home park to the public entity or its designee if, within the one-hundred-twenty-day period, the public entity or its designee:

(A) Notifies the landlord of its intent to purchase the park or facilitate the purchase of the park by its designee;

(B) Accepts the contingent purchase and sale agreement provided by the landlord or offers the landlord terms that are economically substantially identical to the terms of the contingent purchase and sale agreement or to the terms the landlord provided pursuant to subsection (8)(c)(II) of this section; and

(C) Commits to close within one hundred twenty days from the date the public entity or its designee and the owner sign a purchase and sale agreement.

(IV) For the purpose of determining whether the terms of an offer are economically substantially identical under subsection (8)(c)(III)(B) of this section, it is immaterial how the offer would be financed.

(d) A landlord shall not take any action that would preclude the public entity or its designee from succeeding to the rights of and assuming the obligations of the designee of the terms of the contingency purchase and sale agreement or negotiating with the landlord for the purchase of the mobile home park during the notice periods identified in this section.

(e) In addition to any other times, during the notice periods identified in this section, a public entity may pursue preservation of the mobile home park as affordable housing through negotiation for purchase or through condemnation.

(f) As used in this subsection (8), "public entity" means the state, an agency of the state, a local government, a tribal government, or any political subdivision of the state, a local government, or a tribal government.

(9) Independence of time limits and notice provisions.

(a) Except as provided in subsection (9)(b) of this section, each occurrence of a triggering event listed in subsection (1)(a) of this section creates an independent, one-hundred-twenty-day opportunity to purchase for the group or association of home owners or their assignees. If a one-hundred-twenty-day opportunity to purchase is in effect and a new triggering event occurs, the ongoing one-hundred-twenty-day time period terminates and a new one-hundred-twenty-day time period begins on the latest date on which the landlord gives notice, as required by subsection (1)(a) or (2) of this section, of the new triggering event.

(b) 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) 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.

(c) A notice required under this section is in addition to, and does not substitute for or affect, any other notice requirement under this part 2.

(10) A landlord shall not make a final, unconditional acceptance of any offer for the sale or transfer of the park until:

(a) The landlord has considered an offer made by a group or association of home owners or their assignees pursuant to subsections (4), (5), and (8) of this section; or

(b) The applicable period for exercise of the opportunity to purchase has expired pursuant to subsection (6) of this section.

(11) **Failure to complete transaction - affidavit of compliance.** If the group or association of home owners or their assignees are not the successful purchaser of the park, the landlord shall provide evidence of compliance with this section by filing an affidavit of compliance with:

(a) The municipality or, if the park is in an unincorporated area, the county, within which the park is located; and

(b) The division of housing in the department of local affairs.

(12) **Exemptions from notice requirement.** Notwithstanding any provision to the contrary, a landlord is not required to give notice or extend an opportunity to purchase to a group or association of home owners or their assignees if the sale, transfer, or conveyance of the mobile home park is:

(a) To a spouse, a partner in a civil union, or a parent, sibling, aunt, uncle, first cousin, or legally recognized child of the landlord;

(b) To a trust the beneficiaries of which are the spouse, partner in a civil union, or legally recognized children of the landlord;

(c)

(I) To a business entity or trust that the transferring business entity or trust controls, directly or indirectly.

(II) As used in this subsection (12)(c), "controls" means:

(A) Owns entirely as a subsidiary;

(B) Owns a majority interest in; or

(C) Owns as large an ownership interest as any other owner, with a minimum ownership interest of twenty-five percent.

(d) To a family member who is included within the line of intestate succession if the landlord dies intestate;

(e) Between joint tenants or tenants in common; or

(f) Pursuant to eminent domain.

(13) To qualify for an exemption under subsection (12) of this section, a transaction must not be made in bad faith, must be made for a legitimate business purpose or a legitimate familial purpose consistent with the exemptions listed in subsection (12) of this section, and must not be made for the primary purpose of avoiding the opportunity-to-purchase provisions set forth in this section.

(14) **Triggering events not essential.**

(a) A group or association of home owners or their assignees may submit an offer to purchase to a landlord at any time, even if none of the events listed in subsection (1)(a) of this section has occurred.

(b) The landlord shall consider in good faith any offer made in accordance with subsection (14)(a) of this section.

(15) Penalties and enforcement.

(a)

(I) For purposes of this title 38, the rights accorded to home owners in this section are property interests.

(II) Any title transferred subsequent to the triggering events in subsection (1)(a) of this section is defective unless the property interests of the home owners as set forth in subsection (15)(a)(I) of this section are secured or until an equitable remedy has been provided.

(b) If the division of housing in the department of local affairs receives a complaint filed in accordance with part 11 of this article 12, the division shall investigate the alleged violations at the division's discretion, and, if appropriate, facilitate negotiations between the complainant and respondent in accordance with part 11 of this article 12. The division may also investigate possible violations of this section upon its own initiative. In addition to the remedies described in section 38-12-1105, the division may:

(I) Impose a fine on the seller of the mobile home park in an amount not to exceed thirty percent of the sale or listing price of the park, whichever is greater, which the division shall distribute to the home owners in the park; or

(II) File a civil action for injunctive or other relief in the district court for the district in which the park is located.

(c) Subject to available resources, the attorney general may investigate possible violations of this section. If the attorney general makes a preliminary finding that a landlord or seller of a mobile home park substantially failed to comply with this section, and if continuation of the sale is likely to result in significant harm to the property interests of the home owners as set forth in subsection (15)(a)(II) of this section, the attorney general:

(I) Shall inform the registrar of titles that the home owners with property interests under this section have an adverse claim on the property, which must be recorded on the certificate of title;

(II) May, pursuant to section 38-36-131 and subject to the time limits of section 38-36-132, issue an order providing temporary injunctive relief to preserve the ownership status quo if the order is issued prior to a transfer of title or to revert the ownership to status quo ante subject to the limitations of article 41 of this title 38 if the order is issued after the transfer of title; and

(III) May continue to investigate, negotiate, and, if appropriate, file a civil action to secure and enforce the rights of home owners under this section or to secure an equitable remedy on their behalf.

(d) One or more home owners or their assignees may file a civil action alleging a violation of this section pursuant to section 38-12-220.