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*Attorney for Plaintiff*

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**IN THE SECOND JUDICIAL DISTRICT COURT IN AND FOR  
DAVIS COUNTY, STATE OF UTAH**

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UTLA RIDGEWOOD MHC, LLC, a Colorado  
limited liability company, d.b.a. RIDGEWOOD  
ESTATES MHP, and IMPACT MHC  
MANAGEMENT, LLC, a Wyoming limited  
liability company,

Plaintiffs,

vs.

UTAH COALITION OF MANUFACTURED  
HOMEOWNER'S, INC; RIDGEWOOD ESTATES  
COMMUNITY CONNECTION, a home owners  
association; VALERIE MOODY, an individual;  
VERN JOB, an individual; CHRISTOPHER WIRT,  
an individual; JENNIFER WIRT, an individual;  
MINDY STEWART, an individual; and COLETTE  
HADLOCK, an individual,

Defendants.

**COMPLAINT**

Civil No. \_\_\_\_\_

Judge \_\_\_\_\_

Plaintiffs, UTLA Ridgewood MHC, LLC, doing business as Ridgewood Estates MHP (“Ridgewood”), and Impact MHC Management, LLC (“Impact”), by and through its attorneys Tyler Jensen and Peter Richins of the law firm LeBaron & Jensen, P.C., complains against Defendants, Utah Coalition of Manufactured Homeowners (“UCOMH”); Ridgewood Estates Community Connection (“RECC”), a home owners association; Valerie Moody, an individual; Vern Job, an individual; Christopher Wirt, an individual; Jennifer Wirt, an individual; Mindy Stewart, an individual; and Colette Hadlock, an individual; (collectively, the “Defendants”) as follows:

### **PARTIES AND JURISDICTION**

1. Plaintiff UTLA Ridgewood MHP, LLC, is a Colorado limited liability company licensed to conduct business in Utah and, at all times relevant to this Complaint, was doing business in Davis County, Utah;
2. Plaintiff Impact MHC Management, LLC, is a Wyoming limited liability company licensed to conduct business in Utah and, at all times relevant to this Complaint, was doing business in, Davis County, Utah;
3. Defendant, UCOMH, is an association registered as a DBA with the State of Utah, which at all times relevant hereto published defamatory statements about the Plaintiff in Davis County, Utah;
4. Defendant Valerie Moody is an individual residing in Layton, Davis County, Utah;
5. Defendant Vern Job is an individual residing in Layton, Davis County, Utah;
6. Defendant Christopher Wirt is an individual residing in Layton, Davis County, Utah;
7. Defendant Jennifer Wirt is an individual residing in Layton, Davis County, Utah;

8. Defendant Mindy Steward is an individual residing in Layton, Davis County, Utah;
9. Defendant Colette Hadlock is an individual residing in Layton, Davis County, Utah;
10. The events that form the basis of this complaint occurred in Davis County, Utah;
11. This Court has jurisdiction of the parties and the subject matter of this action pursuant to Utah Code Annotated §§ 78A-5-101(1) and 78A-5-102(1).
12. Venue of this claim is proper in this Court pursuant to Utah Code Annotated § 78B-3-301(1) and/or 78B-3-304(1).

### **FACTUAL ALLEGATIONS**

1. Plaintiffs Ridgewood and Impact together are the owners, operators, and/or managers of the Ridgewood Estates Mobile Home Park, located at 2875 North Hill Field Road in Layton, Utah.
2. Defendants include the home owner association of the Mobile Home Park (RECC); various individual residents within the Mobile Home Park; and a statewide coalition of mobile home park communities (UCOMH).
3. As residents of the Mobile Home Park, Defendants Valerie Moody, Vern Job, Christopher Wirt, Jennifer Wirt, Mindy Stewart, and Colette Hadlock are bound to comply with the Mobile Home Park rules, which state that abusive, foul or threatening language or behavior could be grounds for termination of tenancy. *See Exhibit A.*
4. On December 30, 2018, a sewage pipe servicing the Mobile Home Park malfunctioned, causing sewage to leak onto certain streets and lots within the Mobile Home Park.
5. On December 30, 2018, immediately upon being notified of the malfunctioning sewage pipe, Ridgewood managers for the Mobile Home Park began contacting plumbers and

other professionals who could come to the Park and address the problem.

6. On December 31, 2018, less than a day after the sewage pipe malfunctioned, Ridgewood had plumbers on site to address the problem. *See Exhibit B.*
7. On December 31, 2018, less than a day after the sewage pipe malfunctioned, Ridgewood had Davis County Health Department officials onsite to inspect and address the problem. *See Exhibit C.*
8. No later than January 2, 2019, the malfunction in the sewage pipe had been corrected, stopping the outflow of sewage, *See Exhibit C.*
9. No later than January 2, 2019, once the outflow had been corrected, Ridgewood had additional professionals onsite to complete the cleanup process. *See Exhibit D.*
10. Despite Ridgewood's timely response, Defendants RECC and UCOMH caused a flyer to be circulated to all the residents of the Mobile Home Park, which falsely stated that Ridgewood "management left it to the residents, the city and county to clean it up and fix the problem." *See Exhibit E.*
11. The false statement in the flyer was published by Defendants RECC and UCOMH despite their knowledge of its falsity.
12. In or about January, 2019, Defendant Jennifer Wirt published an unfavorable online review of Awnings and More, Inc., a vendor with whom Ridgewood regularly contracts with for services to mobile homes in the Mobile Home Park, and specifically identified Ridgewood as a regular client of Awnings and More, Inc. *See Exhibit F.*
13. On or about February 9, 2019, Defendants RECC and UCOMH published, via Facebook posting, a video depicting various individual residents of the Mobile Home Park making

false and defamatory statements (the “Facebook Video”).

14. In the Facebook Video, Defendant Valerie Moody falsely stated that potholes in the community prevent people from safely walking or riding bikes through the community.
15. Defendant Valerie Moody made this defamatory and highly offensive statement despite her knowledge that potholes within the community were few and far between, and that people regularly walk through the community without being obstructed by potholes.
16. In the Facebook Video, Defendant Vern Job falsely stated, regarding Ridgewood’s onsite manager, that “everything that has come out of her mouth has been a lie.”
17. Defendant Vern Job made this defamatory and highly offensive statement despite having failed to take reasonable care to ensure that the statement was true.
18. In the Facebook Video, Defendant Christopher Wirt falsely stated that “Impact Communities has done nothing” to address residents’ complaints.
19. Defendant Christopher Wirt made this defamatory and highly offensive statement despite his knowledge that Impact took timely action to address the sewage issue which arose in December of 2018, and generally to improve infrastructure issues within the Mobile Home Park.
20. In the Facebook Video, Defendant Mindy Stewart falsely stated that, in an eviction action undertaken by Ridgewood against Ms. Stewart, “the judge saw that they were liars, they’re cheaters, and they are thieves.”
21. In the Facebook Video, Defendant Mindy Stewart also falsely stated that “they do nothing but bully and belittle anyone that confronts them with their lies.”
22. Defendant Mindy Stewart made these defamatory and highly offensive statements despite

person's perceptions, to ensure that those perceptions were accurate, or to ensure the truthfulness of her assertions.

23. In addition, Defendant Mindy Stewart made these defamatory and highly offensive statements despite her knowledge that rent check tendered by her did not clear due to a third-party clerical error, knew that Ridgewood had corrected her account accordingly, and therefore knew that the eviction action was not evidence that the Plaintiffs were liars, cheaters, or thieves.
24. In the Facebook Video, Defendant Colette Hadlock falsely claimed that Ridgewood and its manager at the Mobile Home Park discriminates against the disabled, stating that "I assume that if she does not physically see that you are in a vegetative state, she does not believe you are disabled."
25. Defendant Colette Hadlock made these defamatory and highly offensive claims despite having failed to take reasonable care to ensure that her statements were true.
26. In the Facebook Video, Defendant Colette Hadlock also stated, regarding Ridgewood's onsite manager, that "several of my neighbors have stated she also aggressively told them not to have anything to do with me or she would not finish repairs on their homes or adjust any issues. Every one of them believed afterwards that she would additionally cause other problems for them is she knew that they even had so much as spoke to her."
27. Defendant Hadlock made these defamatory and highly offensive claims despite having failed to take reasonable care to ensure that her statements were true.
28. As a result of the Defendants' actions, the Plaintiff's present and future contractual relationships with vendors and other tenants of the Mobile Home Park have been injured.

*See Exhibit G.*

**FIRST CAUSE OF ACTION**  
**(Defamation)**

29. Plaintiffs re-allege and incorporate the factual assertions contained in paragraphs 1 through 28 above as if fully set forth herein.
30. The Defendants published their false and defamatory statements by circulating flyers and posting video to Facebook.
31. The defamatory statements made by the Defendants are demonstrably false and/or incredible on their face.
32. The Defendants published their false and defamatory statements either with knowledge of the statements' falsity, or without taking reasonable care to avoid publication of statements that are false.
33. As a result, the Defendants have been damaged in an amount to be determined at trial.

**SECOND CAUSE OF ACTION**  
**(False Light)**

34. Plaintiffs re-allege and incorporate the allegations in contained paragraphs 1 through 33 above as if fully set forth herein.
35. The Defendants gave publicity to matters concerning the Plaintiffs by circulating flyers and posting video to Facebook.
36. The publicity casts the Plaintiffs in a false light.
37. The publication created and distributed by the Defendants identifies the Plaintiffs.
38. The false light created by the Defendants is highly offensive, or would be highly offensive to a reasonable person.

39. The Defendants had knowledge of the falsity of the statements made, and/or acted with reckless disregard as to the falsity of the publicized matter and the false light in which the Plaintiffs would be place.
40. As a result, the Defendants have been damaged in an amount to be determined at trial.

**THIRD CAUSE OF ACTION**  
**(Intentional Interference with Economic Relations)**

41. Plaintiffs re-allege and incorporate the allegations in paragraphs 1 through 40 above as if fully set forth herein.
42. The Defendants' actions, in posting negative online reviews, distributing flyers, and in publishing the Facebook Video, evidence an intent on their part to interfere with the Plaintiffs' potential economic relations.
43. The Defendants have engaged in these actions for an improper purpose, specifically to cause Awnings and More, Inc., and various residents to refuse to enter into future service contracts and/or residential leases with the Plaintiffs.
44. As a result, the Defendants have been damaged in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION**  
**(Declaratory Relief – Mobile Home Park Rule Violation)**

45. Plaintiffs re-allege and incorporate the allegations in paragraphs 1 through 44 above as if fully set forth herein.
46. An actual controversy has arisen and now exists between the parties, in that Plaintiffs believe they are the targets of the Defendants' defamatory statements, which belief the Defendants dispute.
47. Resolution of this controversy in Plaintiffs' favor would constitute a violation of park



rules, specifically Rule 1 under heading General Rules, as described in Exhibit A.

48. Such a violation of park rules would constitute cause for lease termination according to Utah Code Ann. § 57-16-5(1)(a).
49. Filing of this Complaint along with service of the same to any Defendant qualifies as written notice of Mobile Home Park rule violation, according to Utah Code Ann. § 57-16-5(1)(a)(ii).

### **PRAYER FOR RELIEF**

Therefore, Plaintiffs demands judgment against Defendants as follows:

1. On the First Cause of Action, Plaintiff requests that this Court issue a ruling that the Defendants, either individually and/or collectively, have defamed the Plaintiffs by publishing false and defamatory statements in either negligent, reckless, or knowing disregard for the truth, ordering that the Defendants cease publishing any future defamatory statements about the Plaintiffs, and awarding damages in an amount to be determined at trial.
2. On the Second Cause of Action, Plaintiffs request that this Court issue a ruling that the Defendants, either individually and/or collectively, have publicized highly offensive statements regarding the Plaintiffs which paint them in a false light, have done so in either negligent, reckless, or knowing disregard for the truth, ordering the Defendants to cease publicizing any such statement, and awarding damages in an amount to be determined at trial.
3. On the Third Cause of Action, Plaintiff requests that this Court issue a ruling that the Defendants have intentionally interfered with the Plaintiffs' potential economic relations,

ordering the Defendants to cease all such interference, and awarding damages in an amount to be determined at trial.

4. On the Fourth Cause of Action, Plaintiff requests that this Court, upon finding that the Defendants have engaged in defamatory and/or false light statements injurious to the Plaintiffs, award the Plaintiffs with the equitable relief of a declaration stating that the individual Defendants, as the case may be, are in violation of mobile home park rules, have been so notified, and that thereby Plaintiffs have cause for terminating their residential lease agreements with the Plaintiff.
5. That Plaintiff be awarded such other relief as may be just and equitable.

**DATED and SIGNED this 22<sup>nd</sup> day of February, 2019.**

**LEBARON & JENSEN, P.C.**

/s/ Peter Richins  
Peter Richins  
Attorney for Plaintiff

# **Exhibit A**

**Lot # 041**

**UTLA Ridgewood MHP, LLC**

**MHP RULES & REGULATIONS**

Welcome to our community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

**Lease Terms:**

Payment of the monthly rent is due by the first day of the month.

- a. Payment may be in the form of cashier's check, money order, or personal check. Tenant must complete the payee line on their form of payment. Payee must not be blank or completed by park manager. A fee of \$30.00 will be charged to the lessee for each check that is returned for insufficient funds.
- b. The payment is considered late if it is received after the fifth day of the current month. A late charge will be added to the balance due after the 5th of the month.
- c. The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full. A \$40.00 reconnection fee will be charged in the event that water and/or electrical service has been disconnected by management.

**General Rules:**

1. It is the policy of UTLA Ridgewood MHP, LLC that harassment or intimidation of a tenant, staff person or guest will not be tolerated and could be grounds for termination of tenancy and/or employment. Harassment and intimidation include abusive, foul or threatening language or behavior. All staff shall model appropriate non-discriminatory behavior and strive to cultivate and maintain a living environment that is free from discriminatory harassment or intimidation.
2. Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective space.
3. Grass areas shall be kept trimmed and edged. This includes the areas behind, beside, and under homes and against perimeter fences. Residents who do not maintain their spaces will face disciplinary action that may include a charge of up to \$40.00 per instance.
4. Management must approve any changes or alteration of the space and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.
5. All plants, trees or other planted or otherwise permanent fixtures placed at a space by a lessor become property of the park in the event the lessee moves.
6. The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.
7. Management reserves the right to access each space whether or not tenant occupied, to conduct inspections or to maintain utilities.
8. Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.
9. All structures and/or additions to either the mobile home or the space must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly conditions. If a building permit is required, it shall be the tenant's responsibility to obtain and satisfy the permit.
10. Swimming Pools
  - a. Swimming pools, wading pools, and hot tubs may be allowed with park manager's approval, but must meet the following guidelines:
  - b. Small kiddie wading pools under 2' deep are allowed as long as they are attended. When not in use, they must be emptied and stored.
  - c. Larger pools over 2' deep, hot tubs, jacuzzis, etc. that would retain water must meet all local safety codes for a residence, to include but not limited to:
    1. Coverage under your home owners insurance including a liability limit of \$1,000,000. A copy of the insurance must be provided to the park manager and the pool must be explicitly addressed. The park must be named as additional insured.
    2. If your water spigot is not metered, you will be charged \$50 per month May, June, July, August, and September for the additional water usage.

3. The yard and pool must be surrounded by a non-scalable 6' fence.
4. All access to the area must be controlled via self closing gates and locked at all times.
5. Hot tubs must be fully enclosed with a locking door or gate as the only access. Covers must be secured and locked when not in use.
- d. All pools must be properly stored out of sight during the winter months and when empty.
- e. Property must be restored to original condition after the pool is removed. If necessary, management will restore condition and invoice tenant for the expense.
- f. An audit of the park by the insurance company may result in an increased insurance premium. It is not fair to spread this burden over all tenants. By erecting a pool according to these guidelines, you hereby agree that any increased premium will be divided by the number of tenants with pools and paid accordingly.
11. Fire Pits
  - a. Fire pits may be allowed with park manager's approval, but must meet the following guidelines:
  - b. Cooking with standard barbeque equipment is allowed.
  - c. Fire pits must be in an enclosed pit or pan, no larger than 2 ft diameter by 1 ft tall
  - d. No closer than 15 feet from a structure
  - e. Must be covered by a spark arresting wire mesh screen
  - f. A responsible person must be in attendance of fire at all times
  - g. Fire extinguishing equipment (pressure extinguisher, garden hose, water bucket) must be close at hand at all times
  - h. No garbage or similar material is to be burned.
  - i. Fire pits may be disallowed at park management's discretion in times of high fire danger. If community is located in an area with fire ban or fire restrictions in place, then those restrictions will be enforced.
12. Trampolines (with the exception of 36" exercise trampolines) are not allowed in the community due to insurance liability.
13. Fireworks are not allowed in the community.
14. Storage units must be approved by management and shall remain the property of resident. Management is not responsible for any losses or damage to tenant's shed or stored items.
15. Clotheslines are not permitted in the community.
16. Large patios and porches require skirting. All homes require skirting. Palios and porches are not acceptable storage locations.
17. Inoperative vehicles, boats, unattached trailers, or commercial vehicles are not permitted on the streets or in or around tenant's spaces.
18. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your spaces. The dismantling of any motor vehicle in the park is prohibited. Residents who do not comply will face disciplinary action that may include a charge of up to \$40.00 per instance.
19. No more than two vehicles are permitted per space. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents.
20. Commercial vehicles are not permitted in community. Commercial vehicles include trailers, extended vans, moving trucks, hauling or towing trucks, and trucks larger than 1 ton.
21. Only operative vehicles licensed for the highway are permitted within the park. The speed limit in the community shall be 10 miles per hour. Off-road vehicles shall not be driven within the community.
22. Residents should park as close to the curb as possible to permit access of emergency vehicles when necessary.
23. Subject to local regulations: The Community reserves the right to contract with towing company for towing of vehicles not permitted in the community. Any unauthorized vehicles will be towed at owner's expense within 24 hours. Towing company information is posted for contacting the authorized towing company. If you receive a warning about an unauthorized vehicle and it is towed, you will need to pay the towing company to retrieve it.
24. All pets must be approved by management and registered with management. Management must have a Park Pet Owners Waiver and Indemnification Agreement on file. **\_\_\_ IF CHECKED, DOGS ARE NOT ALLOWED IN COMMUNITY.**
  - a. No more than 2 domestic pets per household will be allowed.
  - b. Pets must be kept inside the home, within a properly secured fenced yard, or on a leash at all times.
  - c. Tenants are responsible for their pets at all times.
  - d. Animals must be current and kept current on all vaccinations and wear current rabies tags at all times.
  - e. Pets are not permitted to be unattended in the park and/or create any nuisance.
  - f. If your pet defecates on the premises, it's your responsibility as its owner to pick it up daily and dispose of it properly.
  - g. No vicious breeds are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Great Dane, Presa Canario, Akita, Alaskan Malamute, Siberian Husky, Bull Terrier, American Bulldog, Mastiff, Bandog, Boerboel, Dogo Argentino, Fila Brasileiro, Tosa Inu, Wolf, Wolf-Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of aggression towards a human being or animal. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds including wolves or wolf hybrids, monkeys, or apes, or pigs. Failure to comply with this restriction may subject the tenant to immediate termination of the

lease by the landlord.

h. Tenant shall be allowed to have Service Animals or Assistance Animals of any species or breed so long as they provide a letter or prescription from an appropriate professional within 1 week of bringing animal into Community. Service Animals as defined by the ADA and Assistance Animals as defined by the Fair Housing Act are not considered pets, but must still be registered with management and tenants must sign a Service Dog Letter. Service Animals and Assistance Animals must also be current on vaccinations and wear current rabies tags at all times. Any Service Animal or Assistance Animal which displays vicious behavior towards human beings or animals or poses a direct threat to the health or safety of others will be excluded from park.

25. Tenants are responsible for the activities of the occupants of their home and their guests while they are in the park. People are not permitted to play in the street, parking areas, or neighbor's yards without permission.

26. Items are not to be left in the common areas when not in use.

27. Tenants will not disturb the peaceful enjoyment of the property for anyone at any time. This includes but is not limited to disturbing noise.

28. No signs are permitted except with the permission of management.

29. Commercial activities by residents and/or their guest are not permitted within the park.

30. Vehicles and trailers in violation of these rules are subject to being towed.

31. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guests of the park.

32. Violations of any of the above rules and regulations will result in the termination of the lease and the eviction of the Residents.

33. Tampering with utility service connections, meters (plumbing, wiring, etc) and other community utility connections is strictly forbidden. Tenants must immediately notify the Community in the case of utility malfunction or damage. Tampering will result in a fine and or cost of any repair or replacement of equipment.

34. Cleaning of clogged sewer lines from your home will be your responsibility. To prevent this from happening, it is recommended that you do not deposit sanitary napkins, Kleenex, paper towels, disposable diapers, grease, cigarette butts, or any other non-soluble material in your toilets or sinks.

35. Any neglected repairs to a home or utilities that are a health or safety hazard will be reported to the City. If the repair is not made in a timely manner, the Community will have the repair made and the tenant will responsible for the cost. In the event that the repair is delayed because of the tenant's absence or obstruction, the tenant will be charged a daily fine until the repair is made.

36. All complaints must be in writing and signed.

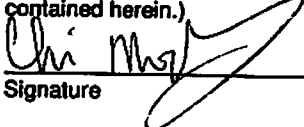
Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein, shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.

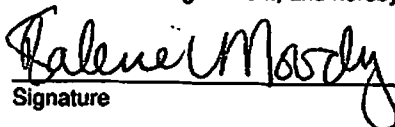
Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement, and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, will be grounds for termination of the tenant's lease and will result in eviction from the park upon proper notice under state law of such violation, breach, or default given by management.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this day of \_\_\_\_\_, 20\_\_\_\_

Tenant: (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

  
Signature

  
Signature

Management

## **Exhibit B**



# ANY HOUR SERVICES

• ELECTRIC • PLUMBING • HEATING • AIR •

## Any Hour Electric Plumbing Heating & Air

1374 West 130 South  
Orem, UT 84058  
801-226-5678

Angie Azumendi  
Ridgewood Estate  
2875 North Hill Field Road #183  
Layton, UT 84041  
385-441-6305

## Billing Customer

RV Horizons  
PO Box 457  
Cedaredge, CO 81413  
970-856-7474

Invoice #: 701096  
Job #: 618707  
Date : Mon Dec 31 2018  
Technician: Malcolm E.

## Work Done

Sewer backing up through manhole. Next manhole in line is full as well and holding waste.

I was unable to reach a blockage, so we have set up hydro jet for main line. 1/2/2019 at 8:30 am. To flush blockage out and restore flow to line.

/\*FROM INVOICE:

> MAIN LINE

> PIPE REJUVENATION - ZONE #4 - EXTERIOR MAIN FROM CLEANOUT OR VENT TO STREET

END TASKS\*/

## Details

Item	Description	Qty	Std Price	Your Price	Ext Price
MAIN(T) Charged To: R	MAIN LINE	1	0.00	0.00	0.00
DRPR04(T) Charged To: R	PIPE REJUVENATION - ZONE #4 - EXTERIOR MAIN FROM CLEANOUT OR VENT TO STREET	1	1325.00	1325.00	1325.00

SubTotal: 1325.00

Total: 1325.00

Payment Amount: **1325.00**

## Payment Details

Payment Method:

Reference Number:

Billed

Impactmhc@avidbill.com

I authorize the above work to be completed and I agree to pay the above total.

I agree that the above work was completed to my satisfaction and I agree to pay the above total.



## **Exhibit C**



# *Health Department*

## *Environmental Health Services Division*

*Physical Address*  
22 South State Street  
Clearfield, Utah 84015

*Mailing Address*  
P. O. Box 618  
Farmington, Utah 84025

*Phone Numbers*  
801-525-5128  
Fax: 801-525-5119

January 22, 2019

## **NOTICE**

HAND DELIVERED

Angie Azumendi  
Manager, Ridgewood Estates  
2875 North Hill Field Road  
Layton, Utah 84041

Dear Ms. Azumendi,

On May 8, 2012, the Davis County Board of Health (BOH) adopted an Illicit Discharge Regulation that prohibits the discharge of pollutants or water containing pollutants into any storm drain system, water course, or ground surface.

### **Complaint #'s CO1561, CO1563, CO1565**

On December, 31, 2018, a field investigation on a complaint basis was conducted.

On January 2, 2019, a joint field inspection on a complaint basis was conducted with Layton City representatives.

On January 2, 2019, received confirmation from Layton City representatives that the discharge had ceased.

On January 18, 2019, documentation was provided showing compliance with required actions.

### **Address**

The property inspected was located at 2875 North Hill Field Rd., Layton, Utah.

### **Findings**

The following items were observed during the inspection.

### **Violations**

#### **BOH Regulation, Illicit Discharge**

- There was evidence of water containing contaminants being directed towards or entering the storm drain.
  - Sewer water was actively overflowing from a sewer manhole located in the vacant lot east of trailer 123.

Pictures

12/31/2018



East side of trailer 123 – manhole overflowing and ponding.



East side of trailer 123 overflowing manhole discharging into gutter.



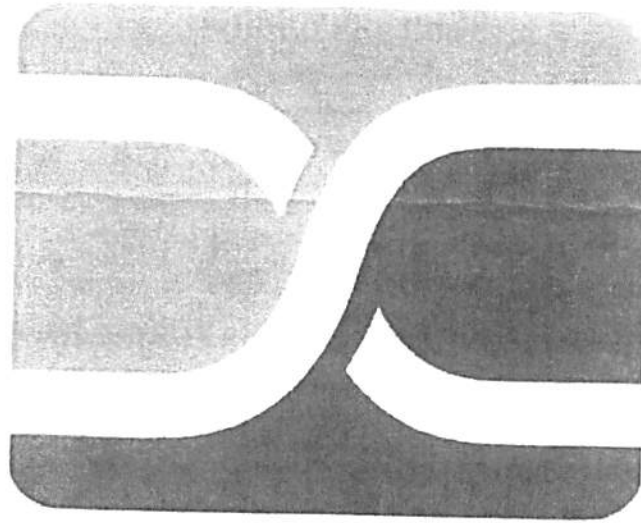
Following the gutter down the hill to the storm drain.



Continuation of the gutter. Notice the fire hydrant next to the storm drain.

DAVIS COUNTY BOARD OF HEALTH

ILLICIT DISCHARGE REGULATION



**Davis**

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C O U N T Y

Connects. You.

## **1.0 PURPOSE**

The purpose of this regulation is to preserve, promote, and protect the public health, safety and general welfare of the residents and visitors in Davis County by controlling discharges that may pollute the environment.

## **2.0 SCOPE**

This regulation is applicable within all incorporated and unincorporated areas of Davis County.

## **3.0 AUTHORITY AND APPLICABLE LAWS**

This regulation is adopted under the authority of the Davis County Board of Health in accordance with Utah Code Annotated (UCA) Section 26A-1-121 and relevant provisions found in Title 19 of the Utah Code.

## **4.0 DEFINITIONS**

**DEPARTMENT:** The Davis County Health Department.

**PERSON:** Any individual; public or private corporation and its officers; partnership; association; firm; trustee; executor of an estate; governmental agency; or any other legal entity recognized by law; in the singular or plural.

**POLLUTANT:** A substance introduced into the environment that is detrimental or injurious to public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life unless authorized by law.

## **5.0 REGULATION**

### **5.1 Illicit Discharge**

A Person may not discharge or cause to be discharged any Pollutant into any storm drain system or watercourse, onto the surface of the ground on public or private property, or into air unless authorized by law.

### **5.2 Enforcement**

It is unlawful for any Person to interfere with the Department in the performance of its duties or to violate any provision of this regulation.

#### **5.2.1 Notice of Violation.**

A notice of violation may be issued for any violation of this regulation.

**5.2.1.1** A follow up inspection may be required for any Notice of Violation issued.

6.2.1.2 A civil penalty pursuant to applicable state laws such as UCA Section 26A-1-114, 121, 123 and the Davis County Board of Health Adjudicative Hearing Regulation.

## **7.0 SEVERABILITY**

If any provision, clause, sentence, or paragraph of this regulation or the application or circumstances shall be held to be invalid, such invalidity shall not affect the other provisions or applications of this regulation. The valid part of any clause, sentence, or paragraph of this regulation shall be given independence from the invalid provisions or application, and to this end the provisions of this regulation are declared to be severable.

## **8.0 FEES**

Not Applicable.

IN WITNESS WHEREOF, the Davis County Board of Health has passed, approved, and adopted this regulation this 8<sup>th</sup> day of May, 2012.

Effective date: 8<sup>th</sup> day of May, 2012.

Revised and Amended: August 8, 2017.

Davis County Board of Health

Signed: \_\_\_\_\_

Dr. Gary Alexander  
Board Chairman

Attest: \_\_\_\_\_

Brian Hatch, MPH  
Director of Health

## **Exhibit D**



1/15/18

RE: Ridgewood Estates

To Whom it May Concern,

Initial service date 1/2/19 – We arrived on site, accessed the problem and proposed a plan for cleanup.

We started work by cleaning frozen sewage from the gutters. This process was lengthier than anticipated due to weather and the contents freezing.

We have been instructed to clean the area once more, but now the affected area has expanded after thawing of the ice and melting of the snow. We visited the site 1/14/19 to get a proposed cleanup plan put together. The plan is to wait for a warmer day, apply up to 20 bags of salt to force the entire area to melt, and have 3-4 technicians cleaning up the area before the temperatures freezes the contents again.

The delay in getting the cleanup done has been caused not only by weather conditions, but also due to or lack of manpower. We are in full swing of our busy season and have unfortunately, not been able to dedicate more than 2 technicians to this project.

We are scheduled back out on 1/17/19 and have all intentions of finishing the work, leaving the affected area, clean and sanitized.

If I can assist with anything further, please let me know.

Thank You,

Alanna Fletcher



All Pro Services

Ph: 801-748-4020

7747 Allen Street  
Midvale, UT 84047



## **Exhibit E**

**Residents of Ridgewood Estates are taking  
action to tell RV Horizons and  
Impact Communities to  
“Cut the Crap”**

*Over New Year's our community was flooded with raw sewage, and management left it to residents, the city and the county to clean it up and fix the problem. This isn't the first time Corporate has ignored problems in our community, we shouldn't have to put up with these conditions and this disrespectful treatment. We're gathering to send certified "toilet paper" letters outlining our concerns to corporate. We're going to let them know we're tired of their crap. We'll also be calling on our elected leaders to strengthen protections for residents of manufactured communities across the state so no one else has to go through what we've experienced.*

**Please join us outside of the Layton Post Office at  
1123 North Fairfield Road on Saturday, February  
9<sup>th</sup> at 10 AM to write a message to corporate and  
make your voice heard.**

For more information please call Val Moody, Ridgewood Estate HOA and MHAction Core Team Leader, at (801) 419-9965 or Richard Robinson, UCOMH Vice President and MHAction Core Team Leader, at (801) 690-1866.

## **Exhibit F**



Jennifer Wirt

Local Guide · Level 2

43 points >

15 35 70 75

REVIEWS

PHOTOS



Awnings and More Inc.

North Ogden, UT 84414

★☆☆☆☆

Awnings and More is in contract with Ridgewood Estates to set up mobile homes and wrap piping. In the past week, in new homes set up by Awnings and More, we have been working to unfreeze pipes that they improperly wrapped. Unfortunately, within 6 months of them setting up our tiny home, we had to redo all of the wood set up because they didn't use pressure treated wood and was already deteriorating

It has also come to our attention that their mobile home set up (based on personal verification and previous contact with the Layton City Building Code Inspector) is not up to proper code. Several homes that they have set up are done so improperly. Mr

Google Maps

x +



https://www.google.com/maps/contrib/117316900264395467281/reviews/@40.2497134,-112.2660218,8z/data=!3m1!4b1!4m3!8m2!



Jennifer Wirt

Local Guide · Level 2

43 points >

15 35 70 75

REVIEWS

PHOTOS

It has also come to our attention that their mobile home set up (based on personal verification and previous contact with the Layton City Building Code Inspector) is not up to proper code. Several homes that they have set up are done so improperly. Mr Bauer (building code manager) will be contacted with proof and pictures of the work Awnings and More does so that he may come out and inspect

I would highly recommend doing research and finding another place to do your business

hill

reek



Satellite

Dugway

Delta

Fillmore

Salina

Nephi

Mt Pleasant

Great Salt Lake

Any Hour Elec  
Plumbing Heating & Air

Salt Lake City

West  
Valley City

Sandy

Orem

Provo

Spanish Fork

Nephi

Mt Pleasant

Evanston

Uinta-Wasatch-Cache National Forest

40

40

6

Helper

Provo

Well

Go  
Emery

Map data

## **Exhibit G**

## Demoine Whitworth

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**From:** Demoine Whitworth  
**Sent:** Tuesday, February 12, 2019 6:38 PM  
**To:** Angie Azumendi  
**Subject:** RE: UTLA Ridgewood - Resident Complaint

I spoke to Melody Hernandez this evening at 5:30pm. She explained she lives next door to Val Moody and has become uncomfortable due to the letters they keep leaving at the steps of her home. She said she is happy at Ridgewood and doesn't want to get involved in whatever it is they are trying to do. I apologized and assured her we were working to resolve things and to please feel free to let us know if these types of things continue. I ask Mrs. Hernandez if I could have her permission to reach out to her again if necessary, she agreed and said if there is anything she can do please let her know.

Demoine Whitworth

Regional Vice President – Southwest Region  
Colorado East, Colorado Southeast - District Manager  
PO Box 457  
Cedaredge, CO 81413  
O: (303) 218-3008  
[dwhitworth@impactmhc.com](mailto:dwhitworth@impactmhc.com)



## Demoine Whitworth

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**From:** Demoine Whitworth  
**Sent:** Tuesday, February 12, 2019 7:01 PM  
**To:** UT Ridgewood MHP  
**Subject:** RE: UTLA Ridgewood - Resident Complaint

I spoke to Juanita, she said she is not very popular after standing up to this group at the December RECC meeting. She felt the manager was ambushed and set up when they invited her to the meeting. Mrs. Colby and her husband are tired of everything that is going on and considering moving. She was very complimentary of Angie and Dominique and the job they are doing. I apologized and explained we are working to resolve the issues and ask her to please work with us before making the decision to move. I asked for her permission to reach out to her if necessary and she said absolutely, if she doesn't answer leave a message and she will call right back.

Demoine Whitworth

Regional Vice President – Southwest Region  
Colorado East, Colorado Southeast - District Manager  
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