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Attorneys for Defendants / Counterclaimants

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

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,

v.

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

Defendants.

**DEFENDANTS' ANSWER,
COUNTERCLAIM, AND JURY
DEMAND**

Case No. 190700174

Judge Michael Edwards

Defendant Utah Coalition of Manufactured Homeowners, Inc. ("UCOMH"), Ridgewood Estates Community Connection ("RECC"), Valerie Moody, Vern Job, Christopher Wirt, Jennifer

Wirt, Mindy Stewart, and Colette Hadlock (collectively “Defendants”), respond to the Plaintiffs’ Complaint as follows:

ANSWER

RESPONSE TO PARTIES AND JURISDICTION

1. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1, and therefore, deny the same.

2. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2, and therefore, deny the same.

3. In response to Paragraph 3, Defendants admit that Defendant UCOMH is registered with the State of Utah. Defendants deny the remaining allegations of Paragraph 3.

4. Defendants admit the allegations of Paragraph 4.

5. Defendants admit the allegations of Paragraph 5.

6. Defendants admit the allegations of Paragraph 6.

7. Defendants admit the allegations of Paragraph 7.

8. Defendants admit the allegations of Paragraph 8.

9. Defendants admit the allegations of Paragraph 9.

10. Defendants admit the allegations of Paragraph 10.

11. Defendants admit the allegations of Paragraph 11.

12. Defendants admit the allegations of Paragraph 12.

RESPONSE TO FACTUAL ALLEGATIONS

1. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1, and therefore, deny the same.

2. Defendants admit the allegations of Paragraph 2.

3. No response is necessary to Paragraph 3, as the referenced document speaks for itself. To the extent a response is deemed necessary, Defendants deny the allegations of Paragraph 3 to the extent they conflict with or mischaracterize the referenced document.

4. Defendants admit the allegations of Paragraph 4.

5. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 5, and therefore, deny the same.

6. In response to Paragraph 6, Defendants admit, upon information and belief, that certain professionals were called to the premises on December 31, 2018. Defendants deny that this fully addressed the sewage problem, and deny any remaining allegations of Paragraph 6.

7. In response to Paragraph 7, Defendants admit, upon information and belief, that certain officials inspected the premises. Defendants deny that this fully addressed the sewage problem, and deny any remaining allegations of Paragraph 7.

8. Defendants deny the allegations of Paragraph 8.

9. Defendants deny the allegations of Paragraph 9.

10. In response to Paragraph 10, Defendants admit that the flier that was attached as Exhibit E to Complaint was circulated to the residents of the mobile home community. Defendants affirmatively aver that the flier was prepared by a third-party advocacy group. Defendants deny the remaining allegations of Paragraph 10.

11. Defendants deny the allegations of Paragraph 11.

12. In response to Paragraph 12, Defendants admit that Defendant Jennifer Wirt submitted the online review that is attached as Exhibit F to the Complaint. The referenced document speaks for itself. Defendants deny the remaining allegations of Paragraph 12.

13. In response to Paragraph 13, Defendants admit that RECC and UCOMH published a Facebook video on or about February 9, 2019, which depicted various residents. Defendants deny the remaining allegations of Paragraph 13.

14. In response to Paragraph 14, Defendants admit that Defendant Valerie Moody made statements in the Facebook Video, and that the video accurately depicts the content of her statements. Defendants dispute the Plaintiffs' characterization of those comments, and deny the remaining allegations of Paragraph 14.

15. Defendants deny the allegations of Paragraph 15.

16. In response to Paragraph 16, Defendants admit that Defendant Vern Job made certain statements in the Facebook Video, and that the video accurately depicts the content of those statements. Defendants dispute the Plaintiffs' characterization of those comments, and deny the remaining allegations of Paragraph 16.

17. Defendants deny the allegations of Paragraph 17.

18. In response to Paragraph 18, Defendants admit that Defendant Christopher Wirt made certain statements in the Facebook Video, and that the video accurately depicts those statements. Defendants dispute the Plaintiffs' characterization of those comments, and deny the remaining allegations of Paragraph 18.

19. Defendants deny the allegations of Paragraph 19.

20. In response to Paragraph 20, Defendants admit that Defendant Mindy Stewart made certain statements in the Facebook Video, and that the video accurately depicts those statements. Defendants dispute the Plaintiffs' characterization of those comments, and deny the remaining allegations of Paragraph 20.

21. In response to Paragraph 21, Defendants admit that Defendant Mindy Stewart made certain statements in the Facebook Video, and that the video accurately depicts those statements.

Defendants dispute the Plaintiffs' characterization of those comments, and deny the remaining allegations of Paragraph 21.

22. Defendants deny the allegations of Paragraph 22.

23. Defendants deny the allegations of Paragraph 23.

24. In response to Paragraph 24, Defendants admit that Defendant Colette Hadlock made certain statements in the Facebook Video, and that the video accurately depicts those statements. Defendants dispute the Plaintiffs' characterization of those comments, and deny the remaining allegations of Paragraph 24.

25. Defendants deny the allegations of Paragraph 25.

26. Defendants admit the allegations of Paragraph 26.

27. Defendants deny the allegations of Paragraph 27.

28. Defendants deny the allegations of Paragraph 28.

FIRST CAUSE OF ACTION
(Defamation)

29. Defendants incorporate their prior responses to Paragraphs 1 through 28 above.

30. In response to Paragraph 30, Defendants admit that the referenced flier was circulated and that comments were published via Facebook. Defendants dispute Plaintiffs' characterization of those statements and deny any remaining allegations of Paragraph 30.

31. Defendants deny the allegations of Paragraph 31.

32. Defendants deny the allegations of Paragraph 32.

33. Defendants deny the allegations of Paragraph 33.

SECOND CAUSE OF ACTION
(False Light)

34. Defendants incorporate their prior responses to Paragraphs 1 through 33 above.

35. In response to Paragraph 35, Defendants admit that the referenced flier was circulated and that comments were published via Facebook. Defendants dispute Plaintiffs' characterization of those statements and deny any remaining allegations of Paragraph 35.

36. Defendants deny the allegations of Paragraph 36.

37. Defendants deny the allegations of Paragraph 37.

38. Defendants deny the allegations of Paragraph 38.

39. Defendants deny the allegations of Paragraph 39.

40. Defendants deny the allegations of Paragraph 40.

THIRD CAUSE OF ACTION
(Intentional Interference with Economic Relations)

41. Defendants incorporate their prior responses to Paragraphs 1 through 40 above.

42. Defendants deny the allegations of Paragraph 42.

43. Defendants deny the allegations of Paragraph 43.

44. Defendants deny the allegations of Paragraph 44.

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

45. Defendants incorporate their prior responses to Paragraphs 1 through 44 above.

46. Defendants deny the allegations of Paragraph 46.

47. Defendants deny the allegations of Paragraph 47.

48. Defendants deny the allegations of Paragraph 48.

49. Defendants deny the allegations of Paragraph 49.

GENERAL DENIAL

Defendants deny each and every allegation not specifically admitted herein.

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because the Defendants' alleged statements and / or publications were substantially true.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because the Defendants' statements or publications are statements of opinion (including opinions that utilize hyperbolic speech and figures of speech), which are not actionable as a matter of law.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because the statements and comments allegedly made by the Defendants were privileged as fair comments made as private citizens exercising their right of free speech, discussing matters of public importance, and as concerned citizens of the community.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because Plaintiff has failed to allege or demonstrate actionable improper means.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because Defendants' alleged conduct is justified.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, by the doctrine of unclean hands.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, by the doctrines of laches, waiver, and / or estoppel.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because the Plaintiffs have failed to comply with the mandatory notice and meeting provisions of Utah Code Ann. § 57-16-4.1. In particular, Plaintiffs' Fourth Cause of Action alleging a violation of Mobile Home Park Rules must be dismissed as a matter of law due to: (i) the Plaintiffs' failure to provide the required written notice prior to the commencement of litigation, as outlined by Section 57-9-16-4.1(1); (ii) failure to advise the Defendants of their rights under Section 57-16-4.1(2), and (iii) failure to comply with the mandatory in-person meeting requirements and settlement discussions provided for under Section 57-16-4.1(4).

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because the Plaintiffs have failed to comply with the statutory cure provisions outlined in Utah Code Ann. § 57-16-5.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because the Plaintiffs have failed to comply with the statutory cure provisions outlined in Utah Code Ann. § 57-16-6.

TWELVTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because the Plaintiffs' interpretation of the Park Rule is unconscionable, and therefore, violates Utah Code Ann. § 57-16-7.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, by the provisions of Utah Code Ann. § 57-16-16(2), which expressly protects the rights of all residents of a mobile home park to: (i) form a resident association; and (ii) participate in regional, state, or national resident associations or advocacy groups.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, by the provisions of Utah Code Ann. § 57-16-16(6), which expressly prohibits any park operator from harassing any resident or interfering with any resident's right to contact a state or local health department, a municipality, or other group to complain about the health and safety conditions of the mobile home park.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, by the provisions of Utah Code Ann. § 57-16-16(9), which expressly prohibits any park operator from adopting any rule or otherwise prohibiting any resident or resident entity from exercising the right of free expression for noncommercial purposes, including peacefully organizing, assembling, canvassing, petitioning, leafleting, or distributing written, noncommercial material within the mobile home park.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, by the provisions of Utah Code Ann. § 57-16-16(11), which expressly prohibits any park operator from enforcing any mobile home park rule in retaliation based upon a resident's: (i) complaints to a governmental agency; (ii) good faith complaints to a park operator; or (iii) intention to file a lawsuit or administrative action.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, by the provisions of the Citizen Participation in Government Act, Utah Code Ann. § 78-6-1401, et seq.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because Plaintiffs have suffered no damage, or alternatively, have overstated their alleged damages, which are speculative in nature.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs' Complaint is barred, in whole or in part, because Plaintiffs have failed to mitigate their alleged losses.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred for the reasons stated in the Defendants' Counterclaim.

WHEREFORE, Defendants request that the Plaintiffs' Complaint be dismissed, with prejudice; that the Plaintiffs take nothing thereby; and that the Defendants be awarded reasonable attorneys' fees and costs to the extent permitted by Utah law, including but not necessarily limited to fees available under Utah Code Ann. § 57-16-19 and / or § 78B-6-1405.

COUNTERCLAIM

For a Counterclaim against UTLA Ridgewood, HMC, LLC, dba Ridgewood Estates MHP ("Ridgewood") and Impact HMC Management, LLC ("Impact"), Defendants / Counterclaimants Utah Coalition of Manufactured Homeowners, Inc. ("UCOMH"), Ridgewood Estates Community Connection ("RECC"), Valerie Moody, Vern Job, Christopher Wirt, Jennifer Wirt, Mindy Stewart, and Colette Hadlock (collectively "Defendants"), allege as follows:

PARTIES, JURISDICTION, AND VENUE

1. Counterclaim Plaintiff Utah Coalition of Manufactured Homeowners, Inc. ("UCOMH"), is a nonprofit organization incorporated under the laws of the State of Utah. At all times relevant to this action, UCOMH has operated as a noncommercial entity that provides statewide advocacy for residents of mobile home parks.

2. Counterclaim Plaintiff Ridgewood Estates Community Connection ("RECC") is homeowners association organized and operated by the residents of Ridgewood Estates, a mobile home park located in Layton, Utah.

3. Counterclaim Plaintiffs Valerie Moody, Vern Job, Christopher Wirt, Jennifer Wirt, Mindy Stewart, and Colette Hadlock are all individuals who reside in Ridgewood Estates.

4. Counterclaim Defendant UTLA Ridgewood MHP, LLC (“Ridgewood”) is a Colorado limited liability company that is licensed to conduct business in the State of Utah. At all times relevant to this action, Ridgewood has owned and / or operated the Ridgewood Estates mobile home park at which the individual Counterclaim Plaintiffs reside.

5. Counterclaim Defendant MHC Management, LLC (“MHC”) is Wyoming limited liability company that is licensed to conduct business in the State of Utah. At all times relevant to this action, MHC has managed and / or operated the Ridgewood Estates mobile home park at which the individual Counterclaim Plaintiffs reside.

6. This Court has jurisdiction over this Counterclaim as this is a compulsory counterclaim within the meaning of Rule 13 of the Utah Rules of Civil Procedure. Likewise, this Court has jurisdiction over this Counterclaim pursuant to Utah Code Ann. §§ 78A-5-102(1).

7. This Court possesses personal jurisdiction over the Counterclaim Defendants as these entities and their representatives have, among other things: transacted business within the State of Utah; entered into contracts with citizens of the State of Utah; committed tortious acts within the State of Utah; caused harm and / or damage to citizens of the State of Utah; and sued over acts and events occurring within the State of Utah, thereby availing themselves to the legal process.

8. Venue is proper in this Court pursuant to Utah Code Ann. § 78B-3-307.

GENERAL ALLEGATIONS

9. Counterclaimants Valerie Moody, Vern Job, Christopher Wirt, Jennifer Wirt, Mindy Stewart, and Colette Hadlock are all individuals who reside in Ridgewood Estates, a mobile home park located in Layton, Utah. Each of these individuals is also a member of RECC,

the homeowners' association that has been specifically organized to address the residents' common concerns and interests with respect to the park. Some of these individuals also hold elected offices on behalf of RECC.

10. Upon information and belief, Ridgewood Estates currently encompasses approximately 200 sites for homes, which are occupied by numerous families and individuals, including elderly residents, children, veterans, and individuals living with disabilities.

11. Upon information and belief, each of the resident of the Ridgewood Estates enters into a form of Manufactured Home Space Lease Agreement ("Lease"), a representative copy of which is attached as Exhibit A.

12. Under the Lease, Ridgewood, as Lessor, assumes certain responsibilities for the general upkeep and maintenance of the premises, including common areas, utilities, sewer, and gas. Among other things, Section 29 of the Lease provides that "Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connect of the mobile home." Further, as owners and operators of a mobile home park, Ridgewood and Impact would have responsibility for the overall upkeep and safety of the premises that they lease, as well as associated common areas.

13. During the last year, each of the above-named individuals, as well as the RECC, contacted Ridgewood and / or Impact to express concerns regarding various issues occurring within the park. Among other things, Counterclaim Plaintiffs have expressed concerns regarding potentially unsafe conditions, excessive rent increases / fees, utility charges (including questions about the accuracy of water billings), inadequate snow removal, inadequate trash removal, sewage issues, wrongful evictions, and the park's deteriorating infrastructure. Counterclaimants have also expressed concerns both individually, and on behalf of their neighbors or community,

regarding the on-site manager's lack of responsiveness and general combativeness with residents.

14. Unfortunately, Counterclaimants' concerns were not effectively addressed by the Counter-Defendants. Ridgewood Estates still has several ongoing maintenance concerns, which include large potholes, roads that are in disrepair, a lack of access to certain areas for persons with disabilities, long-term sewage issues, shoddy maintenance of common areas, and non-responsive local management. Counterclaimants have attempted to address these issues with the park's management on multiple occasions, but with no success.

15. Although maintenance within the park has been an ongoing issue, the most serious infraction occurred on or about December 30, 2018, when a sewer line leaked on the premises. The leak resulted in raw sewage running through significant areas of the park and pooling in common areas, rendering the areas unsafe for residents, unsightly, and reeking of sewage odor.

16. The leak was reported to management no later than 12:00 p.m. in the afternoon, with multiple residents expressing concerns during the following hours. Upon information and belief, city ordinances as well as the industry standard of care require an owner to remedy a raw sewage leak within 24 hours, due to the imminent health and safety risk the hazard poses to residents.

17. Upon information and belief, there were multiple companies within the area who provided 24-hour emergency service to repair sewage leaks, including Roto-Rooter, a company that was contacted by residents and confirmed its availability to provide immediate remediation services.

18. For unknown reasons, management did not timely respond to the sewage issue or secure services from a 24-hour service provider. Instead, management retained a vendor who did

not provide services on Sundays or holidays, who was unable to come out to the park until December 31, 2018 at 4:30 p.m., and who lacked the equipment to unclog the sewer line at the time of the assessment. Consequently, sewage continued to run and stand within the park for three full days, until management's preferred vendor could return on January 2, 2019.

19. Unfortunately, the vendor selected by management was unable to timely or fully address the situation when it returned on January 2, 2019. According to the residents, the plumber on-site that morning informed the residents that his hose had broken into the hydro jet, and that he lacked the parts and tools necessary to complete the repair. Accordingly, residents were forced to continue living with the substandard conditions for the remainder of the day while another plumber was called out to attempt to unclog the line. This vendor's efforts were similarly unsuccessful in resolving the issue.

20. Around 3:00 p.m. on January 2, 2019, Layton City officials arrived to the scene after receiving complaints from one or more residents. Layton City eventually remedied the leak and unclogged the blockage. This remediation, however, did not fully address the spillage throughout the park, which required further remediation throughout the month of January.

21. On January 22, 2019, The Davis County Health Department issued a notice to Ridgewood Estates, which photographed the sewage leak and noted various violations.

Specifically, the Notice stated:

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.
 - Sewer water was pooled in the area of the sewer manhole and was flowing from the vacant lot, into the gutter into two (2) storm drains (one located between 132 and trailer 133, and one next to trailer 140).

22. Additional sewage problems surfaced in other areas of the park in February 2019, requiring additional remediation and repair. Residents have been harmed by the ongoing sewage leaks, inconvenienced by the remediation efforts, and denied fair access and enjoyment of their homes. Counterclaimants and other residents have repeatedly asked management for information and updates regarding the repairs, but have been met with either hostility or non-responsiveness.

23. In January 2019, and after experiencing the sewage disaster, the residents sought to organize further in order to petition the park operator for improved living conditions. These same residents further wished to organize in order to protest the park's lack of response to the prior environmental concerns, and to seek assistance from their public officials in providing greater protection for mobile home residents. To that end, Counterclaimants undertook two specific advocacy projects to gain the attention of state and local government.

24. First, Counterclaimants worked with two recognized mobile home resident advocacy groups, UCOMH and MHAction, to prepare and circulate a flier to the park's residents regarding their concerns. This flier invited residents to participate in an organized letter-writing campaign in order to raise concerns with the park's management and advocate for better conditions. This same flier further invited residents to contact their "elected leaders to strengthen protections for residents of manufactured communities." This flier was distributed by UCOMH to park residents, as permitted by Utah Code Ann. § 57-16-16(9).

25. Second, Counterclaimants worked in collaboration with a national advocacy group to prepare a video outlining their concerns and need for government action. This video aired on Facebook on February 9, 2019, and concluded with calls to action inviting individuals to contact state and local public officials to petition for better regulation of mobile home parks.

26. Counterclaim Defendants have not meaningfully addressed the concerns outlined by the residents regarding the habitability of the park and unsafe living conditions. Instead, Ridgewood and Impact filed this lawsuit, suing each of the Counterclaimants for defamation, false light, tortious interference, and declaratory relief claim that is tantamount to a constructive eviction. Counterclaim Defendants have further attempted to construe park rules in violation of Utah law in order to prevent Counterclaimants from exercising their rights of free speech, organization, and petition.

FIRST CAUSE OF ACTION
(Violation of the Mobile Home Park Residency Act)

27. Counterclaimants incorporate the prior allegations as set forth herein.

28. Utah's Mobile Home Park Residency Act provides that all owners of mobile homes be provided with protection from actual or constructive eviction. Thus, the Act creates certain statutory protections for residents of mobile homes as well as resident entities, such as UCOMH and RECC, who may advocate on the residents' behalf in order to improve living conditions.

29. Counterclaim Defendants have violated numerous provisions of the Mobile Home Park Residency Act by failing to comply with statutory notice and meeting requirements, impeding the residents attempts to organize or petition for relief, and / or infringing upon the residents' constitutionally protected rights. Counterclaim Defendants infractions include, but are not necessarily limited to:

- a) Counterclaim Defendants have failed to comply with the mandatory notice and meeting provisions of Utah Code Ann. § 57-16-4.1, which prevents any park operator from commencing a legal action alleging a violation of Mobile Home Park Rules without first: (i) providing the statutorily-required written notice

outlined by Section 57-9-16-4.1(1); (ii) advising the residents of their rights to contest the alleged violation under Section 57-16-4.1(2), and (iii) participating in the statutorily-mandated in-person meeting and settlement discussions provided for under Section 57-16-4.1(4).

- b) Counterclaim Defendants have failed to comply with the statutory cure provisions outlined in Utah Code Ann. § 57-16-5 and § 57-16-6.
- c) Counterclaim Defendants have interpreted the park rules in an unconscionable manner in contravention of the residents' constitutional and statutory rights, in violation of Utah Code Ann. § 57-16-7.
- d) Counterclaim Defendants have violated Utah Code Ann. § 57-16-16(2), which expressly protects the rights of all residents of a mobile home park to: (i) form a resident association; and (ii) participate in regional, state, or national resident associations or advocacy groups.
- e) Counterclaim Defendants have violated Utah Code Ann. § 57-16-16(6), which expressly prohibits any park operator from harassing any resident or interfering with any resident's right to contact a state or local health department, a municipality, or other group to complain about the health and safety conditions of the mobile home park.
- f) Counterclaim Defendants have violated Utah Code Ann. § 57-16-16(9), which expressly prohibits any park operator from adopting any rule or otherwise prohibiting any resident or resident entity from exercising the right of free expression for noncommercial purposes, including peacefully organizing, assembling, canvassing, petitioning, leafleting, or distributing written, noncommercial material within the mobile home park.

g) Counterclaim Defendants have violated Utah Code Ann. § 57-16-16(11), which expressly prohibits any park operator from enforcing any mobile home park rule in retaliation based upon a resident's: (i) complaints to a governmental agency; (ii) good faith complaints to a park operator; or (iii) intention to file a lawsuit or administrative action.

30. Counterclaimants have been damaged by the Counterclaim Defendants' conduct, in an amount to be proven at trial. The individual Counterclaimants have not only incurred unnecessary costs, expenses, and hardship as a result of these actions, but have also sustained emotional trauma and distress brought about by the Counterclaim Defendants' conduct.

31. Pursuant to Utah Code Ann. § 57-16-19, Counterclaimants are entitled to their reasonable costs and attorneys' fees incurred in this action.

SECOND CAUSE OF ACTION
(Citizen Participation in Government Act – Utah Code Ann. § 78B-6-1405)

32. Counterclaimants incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

33. The Complaint filed by Ridgewood and Impact in this action concerns the Defendants / Counterclaimants' public participation in the process of government. Specifically, the alleged fliers, Facebook posts, and other communications referenced in the communications were acts of free speech and petition, intended to organize similarly situated mobile home residents to petition their governments for better living conditions.

34. Counterclaimants specifically sought to influence the decisions of the executive and legislative branches of federal, state, and local governments to meet with the aggrieved tenants, to properly enforce applicable laws, and to discuss needed changes to such laws to confront accommodate their particular circumstances and experiences.

35. The Complaint was commenced without a substantial basis in fact and law, which cannot be supported by a substantial argument for the extension, modification, or reversal of existing law.

36. The Complaint was intended to chill the Counterclaimants' public participation in the process of government and was commenced or continued for the purpose of harassing, intimidating, punishing, or otherwise maliciously inhibiting the Counterclaimants' free exercise of rights granted under the First Amendment to the U.S. Constitution and Utah Mobile Homes Park Residency Act.

37. Counterclaimants are therefore entitled to attorney fees incurred in defending against the Complaint, as well as compensatory damages in an amount to be proven at trial, plus collection costs, attorney fees, and post-judgment interest, as provided by Utah Code Ann. § 78B-6-1405.

THIRD CAUSE OF ACTION
(Breach of Lease)

38. Counterclaimants incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

39. The Lease is a valid and binding contract, supported by adequate consideration, which sets forth certain rights and responsibilities as stated therein.

40. Counterclaimants have complied with all materially provisions of the Lease. Moreover, Counterclaim Defendants have not provided any notice any alleged breach, nor provided an opportunity to cure any perceived breach.

41. Ridgewood has breached its obligations under the Lease in multiple ways, including, but not necessarily limited to:

- a. Failing to maintain the premises in a safe and inhabitable manner;

- b. Failing to safely and reliably provide water, sewage, gas, and electricity as required by Section 29;
- c. Failing to accurately bill for utilities, or alternatively, failing to timely account for utility billings in order to allow resident to contest charges;
- d. Failing to maintain roads, common areas, and landscaping on the premises;
- e. Failing to provide proper access for persons with disabilities who utilize the common areas;
- f. Failing to provide timely and effective snow removal and waste disposal; and
- g. Various other breaches that affect the habitability and enjoyment of the residents' homes.

42. This breach has caused the Counterclaimants' damage in an amount to be proven at trial.

43. Counterclaimants are further entitled to interest, attorneys' fees, and costs, to the extent allowed by Utah law.

FOURTH CAUSE OF ACTION
(Nuisance)

44. Counterclaimants incorporate by reference the allegations set forth in each of the foregoing paragraphs as if fully set forth herein.

45. Counterclaimants have a common law and statutory right to enjoy the free use and comfortable enjoyment of their property and homes.

46. Counterclaim Defendants have caused and / or allowed conditions to occur on the premises that are injurious to health, obstruct the free use of property, and / or interfere with the individual Counterclaimants' enjoyment of their homes and property. Among other things, Counterclaim Defendants have:

- a. Failed to maintain the premises in a safe and inhabitable manner;
- b. Failed to safely and reliably provide water, sewage, gas, and electricity;
- c. Failed to maintain roads, common areas, and landscaping on the premises;
- d. Failed to provide proper access for persons with disabilities who utilize the common areas;
- e. Failed to provide timely and effective snow removal and waste disposal; and
- f. Various other breaches that affect the habitability and enjoyment of the residents' homes.

47. These conditions constitute a nuisance, as defined by Utah Code Ann. § 78B-6-1101(1).

48. Counterclaimants have been damaged by the nuisance in an amount to be proven at trial.

49. Counterclaimants are further entitled to interest, attorneys' fees, and costs, to the extent allowed by Utah Code Ann. § 78B-6-1114.

PRAYER FOR RELIEF

WHEREFORE, Counterclaimants pray that the Court enter judgment as follows:

A. On their First Cause of Action, for actual damages in an amount to be proven at trial, together with attorneys' fees and costs as permitted by Utah Code Ann. § 57-16-19.

B. On their Second Cause of Action, for actual damages in an amount to be proven at trial, together with attorneys' fees, costs, and post-judgment interest, as provided by Utah Code Ann. § 78B-6-1405.

C. On their Third Cause of Action, for actual damages in an amount to be proven at trial, together with attorneys' fees, costs, and interest, as provided by Utah law and the Lease.

D. On their Fourth Cause of Action, for actual damages in an amount to be proven at trial, together with attorneys' fees and costs as permitted by Utah Code Ann. § 78B-6-1114.

E. For declaratory and / or injunctive relief as necessary to carry out the Court's judgment and orders.

F. For any other relief that the Court deems necessary and just.

JURY DEMAND

Defendants / Counterclaim Plaintiffs demand a jury on all claims triable as a matter of right and are tendering the requisite fee.

DATED this 29th day of March, 2019.

DORSEY & WHITNEY LLP

/s/ Kimberly Neville

Kimberly Neville

Sarah Goldberg

Kristen E. Olsen

Ashley Walker

Attorneys for Defendants and Counterclaimants

EXHIBIT A

MANUFACTURED HOME SPACE LEASE AGREEMENT

Address: 2875 N. Hill Field Rd. #156

City, State, Zip: Layton, UT 84041

This Lease Agreement ("Agreement") is made and executed by and between UTLA Ridgewood MHP, LLC ("Lessor") and Christopher Writ, Jennifer Mirt ("Lessee") on 05/22/2017.

Lessor hereby leases and Lessee hereby leases from Lessor that certain manufactured home space ("Premises") in the above written community, in the City of Layton, State of UT.

Under and pursuant to the following terms and conditions.

1. **TERM:** The primary term of the Agreement shall commence on 5/24/2017, and shall end at 5 p.m. on the last day of the same month. Upon expiration of this primary term, this Agreement shall automatically renew month-to-month unless either party gives written notice of termination at least 30 days before the Lease Contract term or renewal period ends, or unless all parties sign another Lease Contract.

2. **RENT:** Lessee shall pay **\$535.00** per calendar month for rental, without deduction, for the Premises, payable monthly in advance on the first day of each calendar month. Lessee's right to possession of the Premises is expressly contingent upon the prompt and timely payment of rent and other charges due hereunder, and the use of the Premises by Lessee is obtained only on the condition that such sums are promptly and timely paid. Lessee shall pay promptly all sums other than rent pursuant to the provisions of this Agreement within 7 days following Lessor's delivery of a statement of account therefore. Monies received by Lessor from Lessee shall first be applied to discharge any past due amounts, including but not limited to, past due late charges, check charges, key charges and utility bills owed by Lessee. After such past due amounts have been paid, the remainder of any monies received by Lessor from Lessee shall be applied to past due rent, then to current rent. If the rent or other sums payable hereunder are not paid within **Five (5)** days of the date on which such are due, a late charge of **\$50.00** will be added to the amount due. Lessor will terminate Lessee's lease if all charges are not paid within Five (5) days of the due date. Additionally, a charge of **\$30.00** will be made for all checks returned due to insufficient funds or for any other reason.

3. **SECURITY DEPOSIT:** On execution of this Lease, Tenant shall deposit with Landlord, in trust, a security deposit of **\$535.00** (the "Deposit"), as security for the performance of Tenant's obligations under this Lease. Landlord may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Tenant under this Lease, or to compensate Landlord for any damage as it incurs as a result of Tenant's failure to perform any of Tenant's obligations hereunder. Landlord is not limited to the Deposit to recoup damage costs, and Tenant remains liable for any balance. Tenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Tenant shall not use or apply the Deposit in lieu of payment of Rent. If Tenant breaches any terms or conditions of this Lease, Tenant shall forfeit the Deposit, as permitted by law. **Return of Deposit.** In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Deposit shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the Premises to Landlord. After Tenant vacates the leased premises, a final cleaning of the leased premises shall be performed by Landlord or Landlord's agents or employees, if determined by Landlord, in Landlord's sole and absolute discretion, to be necessary to restore the leased premises to their pre-lease condition. It is expressly understood, acknowledged and agreed that the cost of such final cleaning shall be deducted from Tenant's Security Deposit.

4. **PARK INDEMNIFICATION:** This park is owned by UTLA Ridgewood MHP, LLC. Service of process may be made to the Park Manager.

5. **USE OF PREMISES AND APPLICATION APPROVAL:** A Rental Application ("Application") must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Only those persons listed in said Application shall be permitted to occupy the Premises. The Premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass.

6. **GUESTS.** Without the landlord's written consent, any guest's stay shall not exceed a total of fourteen days within any twelve month period commencing with the first day of the guest's presence. Any person who is a guest and seeks to stay for more than fourteen days must be screened by Landlord using Landlord's standard procedures. Any guest who does not pass screening shall remove from the home.

7. **COMMUNITY RULES AND REGULATIONS:** All Community facilities are provided by Lessor for the use and enjoyment of Lessee and, in certain cases, Lessee's family, guests, or invitees. Lessee agrees to abide, and to insure that Lessee's family, guests, or invitees abide by all Community Rules and Regulations ("Rules") and any amendments thereto are incorporated herein by reference and made apart hereof for all purposes. Lessee agrees that Lessor shall have the right

to modify, amend, change or replace such Rules in Lessor's sole and exclusive discretion and at such time or times as Lessor may desire. Lessor agrees to give Lessee written notice at least thirty (30) days prior to any modification, change, amendment or replacement. Any breach or violation of such Rules is expressly declared to be a breach of this Agreement.

8. 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.

- No more than 2 domestic pets per household will be allowed.
- Pets must be kept inside the home, within a properly secured fenced yard, or on a leash at all times.
- Animals must be current and kept current on all vaccinations and wear current rabies tags at all times.
- Tenants are responsible for their pets at all times.
- Pets are not permitted to be unattended in the park and/or create any nuisance.
- If your pet defecates on the premises, it's your responsibility as its owner to pick it up daily and dispose of it properly.
- 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 shall subject the tenant to immediate expulsion from the premises and termination of the lease by the landlord.
- 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.

9. RELEASE OF LESSEE: In the event that Lessee is now or becomes (except for voluntary enlistment) a member of the Armed Forces of the United States on active duty and receives change-of-duty orders to depart the local area, or is relieved or discharged from active duty, then Lessee may terminate this Agreement by giving Lessor thirty (30) days written notice, provided that Lessee is not otherwise in default or breach. In such event Lessee agrees to furnish Lessor a certified copy of such official orders which warrant termination of this Agreement: it is expressly provided, however, that orders authorizing base housing shall not constitute change-of-duty orders warranting termination by Lessee.

10. MOVE-IN AND MOVE-OUT: Lessee agrees to move-in and move-out under and during favorable weather conditions and at such time during the day as shall be agreed to by Lessor or set forth in the Rules.

11. INSTALLATION: Lessee agrees that the manufactured home shall be installed (set-up and tied-down) in accordance with the State Manufactured Housing Standards Act and other applicable governmental statutes, ordinances, rules or regulations. Such shall be Lessee's responsibility and Lessor shall in no way be liable or responsible for any improper installation.

12. ACCESSORIES, EQUIPMENT AND STRUCTURES: Approval of Lessor must be obtained before construction, installation or modification of any manufactured home accessory, equipment or other structure. (Note: Building permits may be required for certain accessories of installations.)

13. ABANDONMENT: If at any time during the term of this Lease Tenant abandons the Premises or any part thereof, Landlord may at his option obtain possession of the Premises by any legal means without liability to Tenant and may, at Landlord's option, terminate the Lease. Abandonment is defined as absence of the Tenant from the Premises for at least 15 consecutive days without notice to Landlord. If Tenant abandons the Premises while the Rent is outstanding for more than 15 days and there is no reasonable evidence, other than the presence of Tenant's personal property, that Tenant is occupying the unit, Landlord may at Landlord's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

14. LANDSCAPING: Installation or planting of any trees, concrete, masonry, or ground cover must be approved by Lessor. Lessees are encouraged to landscape the premises and shall keep the Premises in a clean, attractive and

well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by the parties hereto.

15. VEHICLE CONTROL: For the safety of the occupants, guests, and invitees, in the Community, the speed limit shall be 10 miles per hour; Lessees agree to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares. Lessees may park passenger cars only on the Premises' driveway or other designated areas. Neither Lessees nor guest or invitees shall park any vehicle on another resident's space or a vacant space without the express permission the resident or Lessor, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles or other vehicles not used for daily transportation shall only be parked in the Community as may expressly be designated by Lessor. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Community. No junked, unusable or unsightly vehicles will be allowed in the Community. Lessor, may at its sole discretion, for the welfare of the occupants of the Community restrict the delivery of certain products and services to approved designated suppliers or restrict the times of delivery of products and services. The operation of motorcycles, motor scooter, minibikes and other two or three wheeled motorized vehicles must be first approved in writing by Lessor.

16. INSPECTION BY LESSEE: Lessee warrants and covenants that a full and complete inspection of the Premises and of the Community and all of its facilities has been made and that all of such were found to be in good, safe and habitable condition.

17. REASONABLE ACCOMMODATIONS. If a tenant, prospective tenant or someone associated with a tenant has a disability, he/she may make a written request for a reasonable accommodation at any time during the tenancy. Accommodations in rules, policies, practices, or services may be made when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling. Respondents acknowledge a housing provider can deny a request for a reasonable accommodation if it would impose an "undue financial and administrative burden" or it would "fundamentally alter the nature of the provider's operations." Please contact the Property Manager to get a copy of the reasonable accommodation policy and the necessary forms for you to complete and return. The Property Manager will provide a timely written response to your request for a reasonable accommodation.

18. ASSIGNMENTS AND SUBLEASES: Lessee shall not, without the prior written consent of Lessor, assign or sublet this Agreement, or the lease made hereunder, or the Premises leased hereby or any interest therein. Written consent will be granted only after the Lessee provides a completed application on the proposed Sub-Lessee and after such application is approved by Lessor. If Lessee attempts to assign this Agreement or allows the Premises to be occupied by anyone other than Lessee without prior written consent, then Lessee and the occupants are subject to eviction. When written consent is granted to allow a Sublease, then the Sublessee shall also sign and abide by the rules and regulations of the community. If Sublessee does not abide by such rules and regulations, then Lessee shall immediately correct such violations or have the Sublessee evicted from the home and homesite. If an unapproved applicant commences occupancy, such occupancy will be considered a breach of this lease and shall result in possible eviction proceedings under this agreement and applicable Utah state laws.

19. TRANSFER OF LESSOR'S INTEREST: This Lease shall be subordinate to any deed of trust, mortgage or other security instrument that now or hereafter covers all or any part of the Premises. Tenant shall attorn to any party succeeding to Lessor's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

20. TRANSFER OF HOME: If you own your home you have the right to advertise and sell your home to anyone that you choose. Tenant shall be responsible to have the purchaser of Tenant's Home complete and deliver to Landlord a Lease application at least 15 days before the sale. Landlord will provide Tenant notice advising whether the prospective purchaser is acceptable. If the application is approved by Landlord, then on or before the date of closing of the sale the purchaser must sign a new lease and pay in full the security deposit and all rent and charges otherwise due. Tenant and purchaser are jointly responsible for providing Landlord with evidence that an application for title transfer of the home has been filed. Tenant specifically acknowledges and agrees that strict compliance with the foregoing procedure is required and that "time is of the essence" as to the time of performance. Time is of the essence means that performance of an act must be done no later than the exact date, not one day later. Tenant acknowledges that Landlord has the right to screen any prospective purchasers and unless the prospective purchaser is accepted by Landlord, the applicant will not be given a new lease and tenancy in the Community will be denied. If the application of a prospective purchaser is denied during the term of this Lease, this Lease shall continue in full force and effect and all of the obligations of Tenant shall continue. If an unapproved applicant commences occupancy, such occupancy will be considered a breach of this Lease and shall result in an eviction. Both parties understand that the denial of approval to the proposed sale will occur because of a failure to comply

with the procedures outlined herein and/or a failure to meet the standards of the Community and not because there has been a change in ownership of the Home or the age of the Home.

21. INDEMNIFICATION: Lessee hereby agrees to indemnify and hold Lessor harmless for any injury or death to any person or damage to any property arising out of the use of the Community by Lessee. Lessee's family, agents, employees, guests or invitees. Lessee is to keep the manufactured home and Premises in good and safe condition, and notify Lessor immediately of any unsafe or unsanitary conditions in the Community or upon Community property. Lessor shall not be liable to Lessee for any damages arising out of the actions or negligence on the part of any other Community residents or their families, agents, employees, guests or invitees. Lessee agrees to pay Lessor for any damages caused by Lessee, Lessee's family, agents, employees, guests or invitees, whether such damage is sustained by said Community resident, said Community resident's family, agents, employees, guests or invitees.

22. WAIVERS: No failure by Lessor to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of Lessor's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by Lessor of an amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due, nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due.

23. EMINENT DOMAIN: In the event that any governmental body or agency, or any entity which has the right of eminent domain, takes or condemns all or any part of the Premises of such a portion of the Community that it is no longer reasonably suitable for use as a manufactured home community for any public purpose by right of eminent domain (or any private purchase on lieu of the exercise of the right of eminent domain), this Agreement shall terminate on the date that possession of such property is taken. No part of any award or purchase price made or paid for such a partial or complete taking shall be apportioned. Lessee hereby renounces, and assigns to Lessor, any claim, right, title or interest which lessee might have in any such award or purchase price. Lessor shall, however, have no claim to, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of this Agreement.

24. AMENDMENTS: The Agreement, along with the Community Rules and Regulations, constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement. Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly be set forth in writing and executed by the parties or except as may otherwise be provided herein.

25. TERMINATION: Resident may terminate this lease without cause upon thirty days written notice to the lessor. When resident's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to Lessor and shall peacefully surrender possession of the Premises and remove all Lessee's property pursuant to this Agreement; failure to do so shall be deemed a breach of this Agreement.

26. AGREEMENT TO ARBITRATE: Any claim to terminate a tenancy for the following reasons shall be resolved by both parties in the applicable County or District Court: (1) Failure of the Lessee to comply with the Community Rules and Regulations as referenced in paragraph 4 of this lease; (2) Failure of the Lessee to pay rent as referenced in paragraph 2 of this lease. Any and all other disputes between Lessee and Lessor shall be resolved by binding arbitration if requested by either party. This includes claims and disputes relating to any other Account or agreement you have or had with us. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit. **Your Right to Go To Small Claims Court.** We will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, we may then choose to arbitrate. **Governing Law and Rules.** This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement.

27. **ATTORNEY'S FEES:** Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions and covenants of this Agreement, the prevailing party shall recover all reasonable attorneys' fees incurred therein. Should Lessor be required to file eviction for nonpayment, Lessee shall pay all fees incurred.

28. **MISCELLANEOUS:** This Agreement shall be governed by the laws of the State. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Lessee" herein shall include and mean all occupants of the manufactured home as set forth in the Application. The term "Lessor" shall include and refer to the Community Manager or other designated representative of Lessor. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

29. **UTILITIES:** 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. **UTILITY BILLING:** Management reserves the right to pass through utility expenses incurred by the community. (1) Management may install water meters at each home. Management will begin reading the water meters for each home and will calculate water and sewer bills based on the water municipality rate. (2) Management may use a billing service and rate that is adjusted based on the number of occupants in a household and the square footage of the household. (3) The water and sewer bill received by Management may be divided by the number of lots then occupied and each household may be charged an equal amount. Once the calculation method is determined, residents will be responsible for water & sewer charges in addition to lot rent. An administration charge or service fee may be included. Trash will be billed at a rate that reflects the actual costs charged by the service provider.

SPECIAL PROVISIONS: _____

Lessor's Initials: _____ Lessee's Initials: _____

NO VERBAL COMMITMENTS: Lessee understands that no promises were made that are not in writing. Lessee and Lessor understand that all agreements and additions must be in writing and signed by all parties to be valid.

EXECUTED on the date herein above written.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.

Onyx Gzemendi
Management Signature

5/30/17
Date

charita w
Resident Signature

5/30/17
Date

[Signature]
Resident Signature

6/1/2017
Date