DISTRICT COURT, DOUGLAS COUNTY, COLORADO Court Address: Arapahoe County Justice Center 7325 S. Potomac Street Centennial, Colorado 80112	DATE FILED July 17, 2026 2:10 PM FILING ID: 7AD1EC50CA324 CASE NUMBER: 2026CV31948
PLAINTIFFS: EMRE BAYTOK, an individual, **V.** **DEFENDANT: CHENANGO HOMEOWNER'S ASSOCIATION, a Colorado Nonprofit Corporation, and the Individual Directors of the Corporation.**	▲ COURT USE ONLY ▲
Attorney for Plaintiff: Dennis R. Jackson, #43357 Jackson Law 5200 DTC Parkway, Suite #200 Greenwood Village, CO 80111 Phone: 303-558-5232 Email: dennis@jaxlawllc.com	Case No.: Division:
COMPLAINT	

COMES NOW, Plaintiff Emre Baytok ("Plaintiff" or "Baytok"), by and through undersigned counsel, brings this Complaint against Defendants Chenango Homeowners' Association, Inc. (the "Association" or "HOA") and Does 1–10 (collectively, "Defendants"), and alleges as follows:

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Emre Baytok is an individual residing in Arapahoe County, Colorado, and is the owner of the residential property commonly known as 7535 Telluride Court, Centennial, Colorado 80016 (the "Property"). Plaintiff is a member of the Association.

2. Defendant Chenango Homeowners' Association, Inc. is a Colorado nonprofit corporation that governs the common-interest community in which the Property is located and conducts business in Arapahoe County, Colorado.

3. Defendants Does 1–10 are individuals whose identities are presently unknown to Plaintiff and who, on information and belief, served as directors, officers, committee members,

agents, and/or other decisionmakers for the Association during the events alleged in this Complaint.

4. Plaintiff will amend this Complaint to substitute the true names and capacities of Does 1–10 when ascertained.

5. This Court has subject matter jurisdiction under Article VI, Section 9 of the Colorado Constitution and applicable Colorado statutes because this action arises under Colorado law and seeks declaratory relief, injunctive relief, damages, restitution, and other equitable and legal remedies.

6. This Court has personal jurisdiction over Defendants because Defendants reside in, conduct business in, and committed the acts and omissions alleged herein in Arapahoe County, Colorado.

7. Venue is proper in Arapahoe County under C.R.C.P. 98 because the Property is located in Arapahoe County and the acts and omissions giving rise to Plaintiff's claims occurred in Arapahoe County.

II. GOVERNING DOCUMENTS AND LEGAL FRAMEWORK

8. The Property is subject to the Association's Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chenango (the "Declaration"), together with the Association's bylaws, rules, resolutions, and other governing documents.

9. Under Article VII of the Declaration, exterior improvements and alterations require prior written approval from the Association's architectural review body.

10. Section 7.7 of the Declaration requires the architectural review body to approve or disapprove completed plans within 30 days after receipt of all required plans and specifications, and further provides that if no action is taken within that period, the plans are deemed approved.

11. The Association's bylaws require the Association to maintain correct books and records of account, including receipts and expenditures, and permit inspection by a member or the member's authorized representative for a proper purpose upon reasonable notice.

12. Colorado law prohibits restrictive covenants, declarations, rules, or requirements that effectively prohibit the installation or use of a solar energy device, or that increase the cost of the device or decrease its efficiency by more than the amount permitted by C.R.S. § 38-30-168.

13. The Association adopted or relied upon a solar-related resolution dated June 17, 2024.

III. GENERAL FACTUAL ALLEGATIONS

14. Plaintiff sought to install a solar energy system at the Property, including a ground-mounted solar array.

15. On or about May 19, 2024, Plaintiff submitted his initial solar application to the Association's architectural review process.

16. On or about May 29 and May 30, 2024, Plaintiff provided additional information requested by the Association, including profile views and related information concerning the proposed installation.

17. On or about June 16, 2024, the Association denied Plaintiff's application on the stated ground that the application did not comply with the Association's "solar panel policy" or "guidelines."

18. At the time of the June 16, 2024 denial, the Association had not provided Plaintiff with any duly identified solar policy or objective solar-review standard applicable to his application, and the solar-related resolution later produced by the Association was dated June 17, 2024, one day after the denial.

19. Between June 17 and June 20, 2024, Plaintiff requested a copy of the referenced policy and requested identification of the specific grounds for denial.

20. On or about June 20, 2024, Plaintiff received a copy of the solar resolution dated June 17, 2024.

21. Plaintiff appealed the denial and asserted that the denial had relied on a policy that had not been provided to him and had not been identified with any objective specificity at the time of the denial.

22. On or about June 20, 2024, the Association acknowledged receipt of Plaintiff's appeal.

23. Thereafter, the Association imposed and/or demanded additional conditions and restrictions, including a maximum panel height of three feet, extensive landscaping, irrigation requirements, screening vegetation, and neighbor sign-off requirements.

24. Plaintiff alleges those conditions were arbitrary, inconsistent, and not applied in good faith.

25. Plaintiff's solar panel array, including installation, was approximately $7,770.00, and Plaintiff alleges that even with miscellaneous installation-related costs and upgrades, the total project cost would not exceed approximately $10,000.00 absent the Association's challenged conditions.

26. The landscaping and screening conditions demanded by the Association were quoted at approximately $13,346.60—an amount exceeding the approximately $7,770 cost of the

proposed solar array itself—and would have pushed the overall project cost far beyond the level permitted under Colorado law.

27. Plaintiff further alleges that the Association's additional landscaping and screening requirements would increase the project cost by well beyond the amount allowed under Colorado law.

28. Plaintiff also obtained engineering or technical support indicating that the three-foot height restriction and the required tall-tree screening would materially reduce the performance of the proposed solar array, including by far more than the amount permitted under Colorado law.

29. On or about July 15, 2024, Association representatives met with Plaintiff at the Property.

30. On or about December 18, 2024, Plaintiff, through counsel, notified the Association that the restrictions and conditions imposed on Plaintiff's solar application were unreasonable and unlawful under Colorado law.

31. On or about January 27, 2025, the Association requested further information concerning the itemized costs of Plaintiff's project and the proposed landscaping.

32. On or about January 29, 2025, Plaintiff, through counsel, provided a detailed cost breakdown and further information concerning the decrease in project efficiency that would result from the Association's proposed restrictions.

33. On or about February 12, 2025, and communicated by email on or about February 14, 2025, the Association assessed or billed Plaintiff legal fees in the amount of $4,340.00 relating to Plaintiff's proposed solar plan and appeal.

34. On or about February 17, 2025, the Association acknowledged that Plaintiff had submitted revised plans but stated that it could not locate the submission.

35. On or about March 1, 2025, the Association denied Plaintiff's revised plans, and Plaintiff timely appealed.

36. The Association later assessed additional legal fees against Plaintiff, including $1,365.00 on or about March 7, 2025, $105.00 on or about April 10, 2025, and $1,015.00 on or about May 8, 2025.

37. On or about April 3, 2025, the Association again denied Plaintiff's solar application.

38. Plaintiff alleges that the Association used serial denials, repeated demands for modification, and shifting review standards as a tactic to delay approval and avoid a fair and timely application process.

39. In late June 2025 and/or around July 1, 2025, following committee communications and/or a site visit, the Association communicated that Plaintiff's most recent application would be approved so long as Plaintiff attempted to camouflage the array with trees.

40. Plaintiff then asked for guidance concerning the trees.

41. The Association, acting through its committee and/or representatives, responded that Plaintiff could choose the trees to be planted.

42. In reliance on those communications, Plaintiff purchased and planted trees of his choosing on or about July 2, 2025.

43. On or about July 10, 2025, the Association issued an approval with stipulations that materially changed and escalated the earlier tree-related condition by requiring specific tree species and a five-year survival guarantee.

44. Plaintiff immediately objected that the July 10, 2025 stipulations were inconsistent with the earlier representations that Plaintiff could choose the trees.

45. Plaintiff obtained a quote showing that compliance with the July 10, 2025 stipulations would cost more than $10,000.00.

46. Plaintiff alleges that the July 10, 2025 stipulations independently increase the project cost beyond the amount allowed under C.R.S. § 38-30-168 and further reduce system efficiency through shading and related restrictions.

47. On or about July 31, 2025, the Association asserted that Plaintiff owed at least $6,825.00 in legal fees, and the Association later added an additional $630.00 charge on or about October 6, 2025.

48. The HOA stated in a June 10, 2025 email that it "may absorb some of the fees" demonstrating that the assessments were discretionary, disputed, and not clearly established as fully recoverable under the governing documents or applicable law.

49. Plaintiff requested inspection and copies of non-privileged invoices, ledgers, and records supporting the legal-fee assessments, with privileged material redacted as necessary, and requested a privilege log for any withheld documents.

50. The Association failed and/or refused to provide the requested non-privileged records and failed to provide a privilege log.

51. An actual, present, and justiciable controversy exists between the parties concerning Plaintiff's right to install a solar energy system at the Property, the legality of the Association's restrictions and denials, and the validity of the fees assessed against Plaintiff.

IV. CLAIMS FOR RELIEF

Claim One: Declaratory Judgment — Unlawful Solar Restrictions and Denial Practices (Against All Defendants)

51. Plaintiff incorporates by reference Paragraphs 1 through 50 as if fully set forth herein.

52. Defendants have imposed and enforced restrictions, denials, conditions, and review practices that Plaintiff alleges are unreasonable and unlawful under C.R.S. § 38-30-168 and other applicable Colorado law.

53. Those restrictions and practices include, without limitation, reliance on non-objective or shifting standards, serial denials, treatment of requests for modification as effective denials, a three-foot height restriction, landscaping and irrigation requirements, required screening by trees, the July 10, 2025 species-specific tree requirement, and the five-year survival guarantee.

54. Plaintiff alleges that those restrictions and practices increase the cost of Plaintiff's proposed solar installation beyond the amount permitted by Colorado law, decrease the efficiency of the proposed system beyond the amount permitted by Colorado law, effectively prohibit or materially impair installation, or some combination of the foregoing.

55. Plaintiff is entitled to a declaration that the challenged restrictions, conditions, and denial practices are unlawful, void, and unenforceable to the extent they violate Colorado law.

56. Plaintiff further seeks a declaration that Defendants must review and process Plaintiff's solar application in a lawful, objective, and timely manner, and may not impose conditions that exceed the limits allowed by Colorado law.

57. Plaintiff further seeks a declaration, pleaded in the alternative, that the deemed-approval provision in Section 7.7 of the Declaration applies if Defendants failed to issue a timely and legally sufficient written disapproval after receipt of complete plans and specifications.

Claim Two: Breach of Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing
(Against HOA)

58. Plaintiff incorporates by reference Paragraphs 1 through 57 as if fully set forth herein.

59. The Declaration and other governing documents form a contract between Plaintiff and the Association.

60. The Association had a duty to apply the governing documents reasonably, consistently, and in good faith, and to exercise architectural-review discretion in a manner consistent with the governing documents and Colorado law.

61. The Association breached the governing documents and the implied covenant of good faith and fair dealing by, among other things, denying Plaintiff's applications without clearly identifying applicable standards and objective denial grounds, relying on shifting or post hoc standards, using serial denials and requests for modification as a delay tactic, imposing arbitrary and escalating aesthetic conditions, and demanding conditions that violate Colorado law.

62. As a direct and proximate result of the Association's breaches, Plaintiff has suffered damages in an amount to be proven at trial, including increased project costs, delay damages, reliance damages, and other resulting harm.

Claim Three: Promissory Estoppel / Detrimental Reliance
(Against All Defendants)

63. Plaintiff incorporates by reference Paragraphs 1 through 62 as if fully set forth herein.

64. In late June 2025 and/or around July 1, 2025, Defendants represented that Plaintiff's solar application would be approved if Plaintiff attempted to camouflage the array with trees and further represented that Plaintiff could choose the trees to be planted.

65. Defendants should reasonably have expected Plaintiff to rely on those representations.

66. Plaintiff did, in fact, reasonably rely on those representations by purchasing and planting trees on or about July 2, 2025.

67. After Plaintiff's reliance, Defendants materially changed the condition of approval through the July 10, 2025 stipulations requiring specific tree species and a five-year survival guarantee.

68. Plaintiff suffered damages as a result of that reliance.

69. Enforcement of Defendants' promise, or an award of reliance damages, is necessary to avoid injustice.

Claim Four: Violation of Records Inspection Rights
(Against HOA)

70. Plaintiff incorporates by reference Paragraphs 1 through 69 as if fully set forth herein.

71. Plaintiff is entitled to inspect Association books and records under the governing documents and Colorado law, including C.R.S. § 38-33.3-317, subject to any lawful limitations on privileged material.

72. By assessing legal fees and costs against Plaintiff, the Association placed at issue the records supporting those charges, including non-privileged invoices, billing records, ledgers, and other supporting documentation.

73. Plaintiff requested inspection and production of non-privileged records sufficient to substantiate the legal-fee assessments and requested a privilege log for any withheld documents.

74. The Association failed and/or refused to provide the requested non-privileged records and failed to provide a privilege log.

75. Plaintiff is entitled to an order compelling inspection and production of records and to all other remedies available under the governing documents and Colorado law, including attorney fees and costs to the extent permitted.

Claim Five: Wrongful Assessment and Collection of Fees and Costs; Declaratory Relief, Restitution, and Accounting
(Against HOA)

76. Plaintiff incorporates by reference Paragraphs 1 through 75 as if fully set forth herein.

77. The Association has assessed legal fees and costs against Plaintiff under purported authority of the governing documents and Colorado law.

78. Plaintiff alleges that those assessments are improper, unreasonable, and unenforceable in whole or in part because they were incurred in connection with unlawful or bad-faith enforcement of solar restrictions and because the Association has failed or refused to provide sufficient non-privileged documentation substantiating the charges.

79. Plaintiff is entitled to declaratory relief determining the extent to which the challenged assessments are invalid and unenforceable, restitution of any amounts paid on invalid assessments, and/or an accounting concerning the nature, basis, and amount of the charges.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment in his favor and against Defendants as follows:

A. For a declaration that Defendants' solar restrictions, denials, conditions, and review practices, including the July 10, 2025 stipulations, are unlawful, void, and unenforceable to the extent they violate Colorado law;

B. For a declaration that Defendants must review and process Plaintiff's solar application in a lawful, objective, and timely manner and may not impose restrictions that exceed the limits permitted by Colorado law;

C. For preliminary and permanent injunctive relief prohibiting enforcement of unlawful restrictions and requiring lawful approval and/or processing of Plaintiff's solar application;

D. For damages in an amount to be proven at trial, including delay damages, increased-cost damages, and reliance damages;

E. For an order compelling production of requested non-privileged records supporting the legal-fee assessments, together with a privilege log for any withheld materials;

F. For declaratory relief, restitution, and/or an accounting with respect to the challenged fee assessments;

G. For prejudgment and post-judgment interest as allowed by law;

H. For costs and attorney fees where authorized by contract, statute, or other applicable law; and

I. For such other and further relief as the Court deems just and proper.

Respectfully submitted this 6th of July, 2026.

JACKSON LAW

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