COMPENDIUM OF EXISTING LAWS THAT FOSTER RESIDENT OWNERSHIP OF MANUFACTURED HOME COMMUNITIES

October 1, 2025

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CALIFORNIA

Cal. Civ. Code § 798.80 (West)

§ 798.80. Offer to sell park or entry into listing agreement for sale of park; notice by owner to officers of resident organization

(a) Not less than 30 days nor more than one year prior to an owner of a mobilehome park entering into a written listing agreement with a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code, for the sale of the park, or offering to sell the park to any party, the owner shall provide written notice of his or her intention to sell the mobilehome park by first-class mail or by personal delivery to the president, secretary, and treasurer of any resident organization formed by homeowners in the mobilehome park as a nonprofit corporation, pursuant to Section 23701v of the Revenue and Taxation Code, stock cooperative corporation, or other entity for purposes of converting the mobilehome park to condominium or stock cooperative ownership interests and for purchasing the mobilehome park from the management of the mobilehome park. An offer to sell a park shall not be construed as an offer under this subdivision unless it is initiated by the park owner or agent.

(b) An owner of a mobilehome park shall not be required to comply with subdivision (a) unless the following conditions are met:

> (1) The resident organization has first furnished the park owner or park manager a written notice of the name and address of the president, secretary, and treasurer of the resident organization to whom the notice of sale shall be given.
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> (2) The resident organization has first notified the park owner or manager in writing that the park residents are interested in purchasing the park. The initial notice by the resident organization shall be made prior to a written listing or offer to sell the park by the park owner, and the resident organization shall give subsequent notice once each year thereafter that the park residents are interested in purchasing the park.
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> (3) The resident organization has furnished the park owner or park manager a written notice, within five days, of any change in the name or address of the officers of the resident organization to whom the notice of sale shall be given.

(c) Nothing in this section affects the validity of title to real property transferred in violation of this section, although a violation shall subject the seller to civil action pursuant to Article 8 (commencing with Section 798.84) by homeowner residents of the park or the resident organization.

(d) Nothing in this section affects the ability of a licensed real estate broker, as defined in Article 1 (commencing with Section 10130) of Chapter 3 of Part 1 of Division 4 of the Business and Professions Code, to collect a commission pursuant to an executed contract between the broker and the mobilehome park owner.

(e) Subdivision (a) does not apply to any of the following:

> (1) Any sale or other transfer by a park owner who is a natural person to any relation specified in Section 6401 or 6402 of the Probate Code.
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> (2) Any transfer by gift, devise, or operation of law.
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> (3) Any transfer by a corporation to an affiliate. As used in this paragraph, “affiliate” means any shareholder of the transferring corporation, any corporation or entity owned or controlled, directly

or indirectly, by the transferring corporation, or any other corporation or entity controlled, directly or indirectly, by any shareholder of the transferring corporation.

(4) Any transfer by a partnership to any of its partners.

(5) Any conveyance resulting from the judicial or nonjudicial foreclosure of a mortgage or deed of trust encumbering a mobilehome park or any deed given in lieu of such a foreclosure.

(6) Any sale or transfer between or among joint tenants or tenants in common owning a mobilehome park.

(7) The purchase of a mobilehome park by a governmental entity under its powers of eminent domain.

COLORADO

Legislative findings, as set forth in 2020 Colo. Legis. Serv. Ch. 196 § 1 (H.B. 20-1201) (WEST):

Legislative declaration.

(1) The general assembly finds, determines, and declares that:

(a) More than 100,000 Coloradans currently live in manufactured housing, including mobile homes, and that number is increasing;

(b) Mobile homes, manufactured housing, and factory-built housing are important, unsubsidized, and effective ways to meet Colorado's affordable housing needs;

(c) Because many people living in mobile home parks own their home but not the land upon which it sits, park owners can wield significant power over housing security. If a park owner pursues redevelopment of the park property, mobile home owners are at risk of losing their investment. The scarcity of vacancies in other parks and the high costs of relocating a mobile home make relocation of a mobile home nearly impossible. When a mobile home park closes, mobile home owners can find themselves pushed into poverty.

(d) The department of regulatory agencies' "2018 Sunrise Review: Manufactured Housing Community Owners and Managers" states: "Clearly, harm is occurring in manufactured housing communities ... The harm largely stems from the lack of enforcement of existing laws, bad actors exploiting a relatively loose regulatory structure, and the inevitable tension that arises when the house belongs to one person but the land beneath it belongs to someone else ... Conditions for Colorado owners of manufactured homes could be improved by ... promoting opportunities for homeowners to purchase the communities they live in; and increasing political engagement at the local and the state level.";

(e) Existing statutory provisions requiring notice to mobile home owners of a pending sale or change in use of a mobile home park represent a positive step toward reducing the amount of economic disruption experienced by mobile home owners in these circumstances; and

(f) Building on these provisions by also giving mobile home owners an opportunity to purchase the property, in accordance with this act, can help to promote home ownership while preserving the benefits of mobile home parks as affordable housing.

Colo. Rev. Stat. 38-12-213 (effective October 1, 2022)

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(5) A rental agreement shall not include any provision:

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(b.5) That requires a home owner to waive the opportunity to purchase the park allowed under section 38-12-217.

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Colo. Rev. Stat. § 38-12-217 Notice of change of use—notice of sale or closure of park—opportunity for home owners to purchase—procedures—exemptions—enforcement—private right of action—definition (effective October 1, 2022)

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

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

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

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

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

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

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

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

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

(G) Lists the park for sale;

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

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

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

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

(c) No earlier than ninety days after giving the notice required by subsection (1)(a) of this section, a landlord may post information in a public space in the mobile home park describing the method for providing a signed writing to the mobile home park owner related to the opportunity to purchase. The posting must include standard forms created by the department of local affairs related to the opportunity to purchase and the rights of mobile home park owners related to the opportunity to purchase, including a standardized form developed by the department of local affairs for the landlord to use to request the signatures of home owners who decline to participate in efforts to purchase a community. If, no earlier than ninety days after a landlord provides the notice required by subsection (1)(a) of this section, at least fifty percent of the home owners who reside in the park provide signed writings to the landlord declining to participate in purchasing the park, then the opportunity to purchase provided by subsection (4) of this section terminates even if the one-hundred-twenty-day period provided for in subsection (4)(a) of this section has not yet elapsed.

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

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

(I) Each home owner, using the most recent address of the home owner, and shall post a copy of the notice in a conspicuous place on the mobile home or at the main point of entry to the lot;

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

(III) The division of housing in the department of local affairs; and

(IV) Each home owners' association, residents' association, or similar body that represents the residents of the park.

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

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

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

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

(3) Contents of notice. The notice given pursuant to subsection (1)(a) of this section must include notice of home owners' rights and remedies under this section. If the triggering event involves a potential sale, the notice must also include a description of the property to be purchased, and the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or the price or

terms and conditions for which the landlord intends to sell the park, and any other terms or conditions which, if not met, would be sufficient grounds, in the landlord's discretion, to reject an offer from a group of home owners or their assignees. The price, terms, and conditions stated in the notice must be universal and applicable to all potential buyers, and must not be specific to and prohibitive of a group or association of home owners or their assignees making a successful offer to purchase the park. The information regarding the proposed sale and the price, terms, and conditions of an acceptable offer may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential if the landlord or the landlord's agent so requests.

(4) Offer to purchase—who may submit—time limits. (a) A group or association of home owners or their assignees have one hundred twenty days after the date that the landlord mails a notice required by subsection (1)(a) of this section to:

> (I) Submit to the landlord a proposed purchase and sale agreement and obtain an offer for any necessary financing or guarantees; or
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> (II) Submit to the landlord an assignment agreement pursuant to subsection (8) of this section.

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

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

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

> (a) Provide documents, data, and other information in response to reasonable requests for information from a group or association of home owners or their assignees participating in the opportunity to purchase that would enable them to prepare an offer. The documents, data, and other information provided may be shared for the purposes of evaluating or obtaining financing for the prospective transaction, but all persons who receive the information shall otherwise keep it confidential if the landlord or the landlord's agent so requests.
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> (b)(I) Negotiate in good faith with a group or association of home owners or their assignees.
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> > (II) For purposes of this subsection (5)(b), negotiating in good faith includes, but is not limited to, evaluating an offer to purchase from a group of home owners or their assignees without consideration of the time period for closing, the type of financing or payment method, whether or not the offer is contingent on financing or payment method, or whether or not the offer is contingent on financing, an appraisal, or title work, and providing a written response within seven calendar days of receiving an offer from a group of home owners or their assignees. The written response must accept or reject the offer, and if the offer is rejected, must state:
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> > > (A) The current price, terms, or conditions of an acceptable offer that the landlord has received to sell the mobile home park, if the price, terms, or

conditions have changed since the landlord gave notice to the home owners pursuant to subsection (3) of this section; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c)(I) If a landlord receives notice that a group or association of home owners has entered an assignment contract with a public entity pursuant to subsection (8)(b) of this section, the landlord shall provide a right of first refusal to the public entity or its designee. Any purchase and sale agreement entered into by the landlord must be contingent upon the right of first refusal of the public entity or its designee to purchase the mobile home park.

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

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

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

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

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

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

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

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

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

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

(b)A landlord is not required to provide a new or subsequent notice of intent to sell for each triggering event listed in subsection (1)(a) of this section if:

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

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

(II) The landlord is only considering an offer from a group or association of home owners who reside in the park; except that a landlord shall provide a new or subsequent notice if at any point there is a new triggering event specified in subsection (1)(a) of this section involving a different party.

(b.5) Any material change to the price, terms, and conditions of an acceptable offer the landlord has received to sell the mobile home park or for which the landlord intends to sell the park is considered a new triggering event, requiring a new notice pursuant to subsection (1)(a) of this section and creating a new one-hundred-twenty-day time period.

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

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

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

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

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

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

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

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

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

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

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

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

(A) Owns entirely as a subsidiary;

(B) Owns a majority interest in; or

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

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

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

(f) Pursuant to eminent domain.

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

(14) Triggering events not essential. (a) A group or association of home owners or their assignees may submit an offer to purchase to a landlord at any time, even if none of the events listed in subsection (1)(a) of this section has occurred.

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

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

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

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

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

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

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

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

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

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

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

Colo. Rev. Stat. § 38-12-220. Private civil right of action

(1) A home owner, a resident, an association of home owners, or a landlord or the assignee of a home owner, a resident, an association of home owners, or a landlord may file a civil action alleging a violation of a rental agreement or of this article 12 or part 10 of article 8 of title 25.

(2) In any such action, except as described in section 38-12-105(4):

(a) A court may award economic damages, any penalties authorized by this article 12, and such equitable and injunctive relief as is appropriate to protect the rights of the parties;

(b) A court may award reasonable attorney fees and costs to a prevailing party; except that, in an action brought by a resident, a home owner, or an association of home owners a court shall not:

(I) Award attorney fees to a landlord unless the court finds that the resident, a home owner, or an association of home owners filed a complaint that was frivolous, notwithstanding any agreement to the contrary; or

(II) Require a bond to be paid into the court as a condition of filing the suit.

(3) In an action alleging a violation of section 38-12-217:

(a) A court may issue an order suspending the one-hundred-twenty-day periods described in sections 38-12-217(4)(a) and (6)(b), staying or canceling the closing of any pending transaction, or providing such other equitable relief as the court deems necessary to protect the rights of the home owners under section 38-12-217; and

(b) If the court finds the landlord violated section 38-12-217, in addition to all other remedies, the court shall award a statutory penalty of no less than twenty thousand dollars but no more than the dollar amount calculated to be thirty percent of the purchase or listing price of the park. The penalty authorized by this subsection (3)(b) is in addition to any fine or penalty imposed by or awarded to the division of housing under section 38-12-217(15).

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CONNECTICUT

Conn. Gen. Stat. § 21-70, P.A. 23-125

§ 21-70. Disclosure statement. Rental agreements and renewals. Notice when home or lot located in common interest community. Adoption of rules and regulations. Documents filed with department. Notice of proposed land use change or sale. Purchase of mobile manufactured home park by association of unit homeowners.

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(f)(1) Any person making an application to appear before any municipal, state or federal agency with respect to any matter changing the land use of a specific mobile manufactured home park shall give written notice of the application by first class mail addressed to the affected units of the park or by personal delivery to the units not later than seven days after its filing. The notice shall state the reasons for which the application was filed.

> (2) Except as otherwise provided in subdivision (5) of this subsection, any mobile manufactured home park owner who intends to discontinue the use of the land as a mobile manufactured home park or to sell land used as a mobile manufactured home park to any person who intends to discontinue its use as a mobile manufactured home park shall give written notice by first class

mail addressed to each mobile manufactured home unit or by personal delivery to each unit upon such land if such transaction will entail the discontinuance of the use of the land for mobile manufactured home park purposes. If an owner of a mobile manufactured home has given the park owner written notice that the owner resides in a place other than the owner's unit, notice shall be sent by first class mail to the address so provided. The notice shall include a statement advising the recipient of the intended discontinuance of use or sale and, except as otherwise provided in subdivision (5) of this subsection, shall be mailed or delivered at least one hundred twenty days prior to the discontinuance of the use of the land as a mobile manufactured home park. The notice may run concurrently with the notice required by subdivision (3) of subsection (a) of section 21-80 or subparagraph (E) of subdivision (1) of subsection (b) of section 21-80. A copy of such notice from the park owner shall be sent to any association of residents of the mobile manufactured home park which has made a written request for such notice.

(3) Except as otherwise provided in subdivision (5) of this subsection, within one hundred twenty days after the notice provided for in subdivision (2) of this subsection has been mailed, any association representing twenty-five per cent or more of the units in the park, including an association formed after the issuance of the notice, may notify the owner of the park that it is interested in purchasing the mobile manufactured home park. A copy of such notice may be filed on the land records of the town in which the mobile manufactured home park is located. If such notice is given, except as otherwise provided in subdivision (5) of this subsection, the association shall have three hundred sixty-five days after the notice required in subdivision (2) of this subsection has been given to purchase the park through negotiation or the method set forth in subdivision (4) of this subsection. Upon the request of the association, the Department of Economic and Community Development shall assist the association in developing financing for the purchase of the park.

(4) If the association and the park owner cannot agree upon a purchase price, the association shall have the right to purchase the property: (A) If the association matches the essential provisions of any existing bona fide offer to purchase the park made by another potential purchaser which offer by such other purchaser the owner is prepared to accept; or (B) if there is no such offer, at a purchase price to be established by an appraiser chosen by the association and the park owner. If the two parties cannot agree upon one appraiser, either party may notify the other, in writing, of such disagreement, and the association shall choose an appraiser, the park owner shall choose an appraiser, and the two appraisers shall choose a third appraiser, which three appraisers shall establish a value of the park. If the park owner refuses to select an appraiser within fifteen days of such notice, the Commissioner of Consumer Protection shall choose an appraiser for the park owner. The costs of all appraisers shall be paid equally by the association and the park owner. Except as otherwise provided in subdivision (5) of this subsection, if, within three hundred sixty-five days from the mailing of the notice required in subdivision (2) of this subsection, no agreement for such sale signed by the association and the park owner has been filed upon the land records, or if the association has not filed a certified statement to purchase the park at the appraised value which value shall also be certified on the land records by the appraiser or appraisers, the right provided in this subsection to purchase the park shall be void and any recorded notice filed pursuant to subdivision (3) of this subsection shall be void.

(5) In any case in which a mobile manufactured home park with two hundred or more units in which a majority of residents have been given written notice, prior to June 10, 1999, of the intended discontinuance of the use of the land as a mobile manufactured home park, regardless of whether one or more of such notices or the service of such notices is subsequently deemed invalid or ineffective, (A) any subsequent notice of such intended discontinuance that is given or required to be given after June 23, 1999, by the owner pursuant to this subsection, and (B) any notice given or action taken pursuant to this subsection after June 23, 1999, by any association

representing twenty-five per cent or more of the units in the park shall be subject to the time limitations contained in this subsection that were in effect immediately prior to June 23, 1999.

Conn. Gen. Stat. Ann. § 21-70b Opportunity for residents to purchase mobile manufactured home parks (effective October 1, 2023)

(a) Any owner of a mobile manufactured home park who intends to sell, lease or transfer land used as a mobile manufactured home park to any person, except a sale, lease or transfer governed by subsection (f) of section 21-70 of the general statutes, shall give written notice to the owner of each dwelling unit upon such land by certified mail with a return receipt requested, by first class mail with tracking and by personal delivery. Such notice shall include (1) a statement advising the recipient of the notice of the intended sale, lease or other transfer of the park, (2) a statement of the residents' rights under this section and the deadlines for exercising such rights, and (3) the price, terms and conditions of any offer the park owner has conditionally accepted or plans to accept concerning the park, or a copy of any written contract or offer executed by the park owner concerning the park, and shall be mailed and delivered at least forty-five days prior to the proposed sale or lease of the park, except that for a sale, lease or transfer of a park occurring before October 1, 2025, such notice shall be mailed and delivered at least sixty days prior to such proposed sale or lease. A park owner may accept an offer for the sale, lease or transfer of the land before providing a copy of such notice as long as the agreement is conditioned upon giving the residents the notice and the opportunity to purchase required by this section.

(b) A copy of any notice required pursuant to subsection (a) of this section shall be simultaneously sent by first class mail to (1) any association of residents of the park that has made a written request for any such notice to the park owner, (2) the Department of Housing, (3) the Connecticut Housing Finance Authority, and (4) the Department of Consumer Protection. If an owner of any dwelling unit has given the park owner written notice that the unit owner resides in a place other than the owner's unit, the park owner shall also send such notice by first class mail to the address provided by such unit owner.

(c) Not later than forty-five days after the notice provided for in subsection (a) of this section has been mailed or personally delivered, or, before October 1, 2025, not later than sixty days after such notice has been mailed or personally delivered, whichever delivery method is later, any association representing more than fifty per cent of the units in the park that are occupied by the owners of such dwelling units or one or more of the owner's immediate family members, as defined in section 20-670 of the general statutes, including an association formed after the issuance of such notice, may notify the park owner that such association is interested in purchasing the park. A copy of any such notice from such association may be filed on the land records of the municipality in which the park is located. Except as provided in subsection (e) of this section, if such notice is given by such association, the association shall have one hundred eighty days after the notice required in subsection (a) of this section has been mailed or personally delivered, whichever is later, to purchase and close upon the sale of the park. Upon the request of such association, the Department of Housing and the Connecticut Housing Finance Authority shall assist the association in developing financing for the purchase of the park.

(d) If the association and the park owner cannot otherwise agree upon a purchase price for the park, the association shall have the right to purchase the property upon the same, price, terms and conditions of any existing bona fide offer to purchase the park made by another potential purchaser if the park owner has accepted such offer or intends to accept such offer. No park owner shall unreasonably refuse to enter into, or unreasonably delay the execution of or closing upon, a purchase and sale agreement with an association that has made a bona fide offer to match the same price, terms and conditions of an offer for which notice is required to be given pursuant to this section. If, not later than ninety days after the notice required in subsection (a) of this section has been mailed or personally delivered, whichever is later, no agreement for the sale of the park executed between the association and the park owner has been filed upon the land records of the municipality in which the park is located, the right provided in this subsection to purchase the park shall be void and any recorded notice filed pursuant to subsection (c) of this section shall be void.

(e) If an association that meets the more than fifty per cent unit ownership requirement in subsection (c) of this section desires to make an offer to purchase the park, but the offer for which notice is required to be given involves the sale of more than one mobile manufactured home park or involves purchase of a controlling interest in the park by a stock transfer or other noncash instrument, and the association cannot match such offer, the association may submit to the park owner a proposed purchase and sale agreement concerning the park in which such association is located within the applicable time period prescribed by said subsection. In such case, the park owner shall consider the association's offer but shall not be bound to sell to the association nor shall the park owner be required to delay completion of a sale to another entity.

(f) The park owner and the park residents shall at all times have a duty to act and bargain in good faith with each other.

(g) An association of residents that has rights under this section may, at its election, assign such rights to (1) the municipality in which such association is located, (2) a housing authority located in such municipality, or (3) a nonprofit organization, for the purpose of continuing the use of the property as a mobile manufactured home park.

(h) The requirements of this section shall apply separately to each substantially different offer to sell or purchase a mobile manufactured home park.

(i) This section shall not apply if:

(1) The sale, lease or transfer is to an immediate family member of the owner or to a trust, the beneficiaries of which are immediate family members of the owner;

(2) The transfer is by gift, devise or required by operation of law;

(3) The sale, lease or transfer is by a partnership or a limited liability company to one or more of its partners or members;

(4) The conveyance of an interest in the park is incidental to the financing of such park;

(5) The lease is the lease of a lot within the mobile manufactured home park to a person who will live in a mobile manufactured home on such lot;

(6) The sale, lease or transfer is between joint tenants or tenants in common;

(7) The transfer is made by a business entity to a subsidiary or affiliate of such entity;

(8) The transfer is made by eminent domain; or

(9) The mobile manufactured home park is comprised of fewer than fifteen lots.

(j) The exclusions set forth in subsection (i) of this section shall not carry over to any subsequent resale, lease or transfer of a park unless such subsequent resale, lease or transfer independently meets the criteria set forth in said subsection.

Conn. Gen. Stat. Ann. § 21–70c. Conveyance tax exemption when a mobile manufactured home park is purchased by its residents (effective October 1, 2023)

An owner of a mobile manufactured home park that sells, leases or transfers such park to residents of the park in compliance with the requirements of section 2 of this act or subsection (f) of section 21-70 of the general statutes shall be exempt from the payment of any state or municipal conveyance tax otherwise due under chapter 223 of the general statutes based on the sale price of the park, provided (1) the entity purchasing the mobile manufactured home park is owned by more than fifty per cent of the residents of the park or an organization to which the rights of the residents have been assigned pursuant to subsection (g) of section 2 of this act, and (2) the sale requires the continued maintenance of the property as a mobile manufactured home park. For such a sale, the buyer of the park shall be liable for the municipal portion of the conveyance tax and for fifty per cent of the state portion of such tax, unless the buyer is otherwise exempt by law from such conveyance tax. The transaction shall otherwise be exempt from the balance of such tax.

DELAWARE

Del. Code Ann. tit. 25, §§ 7026 to 7036

§ 7026. Right of first offer; duty to negotiate in good faith, penalties for noncompliance

(a) If a community owner has decided to sell, transfer, or convey all or part of the community, the community owner and the homeowner association shall negotiate in good faith for the sale, transfer, or conveyance of the community to the homeowner association. If a party fails to negotiate in good faith, the court shall award reasonable attorneys' fees to the prevailing party.

(b) If a community owner or a homeowner association fails to comply with any provision of this subchapter, either party has standing to seek equitable relief, including declaratory relief, injunctive relief, and the appointment of a receiver. The offending party is liable for actual damages. If a court of competent jurisdiction finds that the offending party willfully and intentionally failed to comply with the requirements of this subchapter, it is a per se violation of the Consumer Fraud Statute, § 2511 et seq. of Title 6, and the aggrieved party may be entitled to recover treble damages. In any action under this section, the court may award reasonable attorneys' fees and costs.

(c) Chapter 71 of this title does not apply to the sale, transfer, or conveyance of manufactured home communities under this section.

§ 7027. Right of first offer; notice required before sale of manufactured home community

(a) Upon reaching a decision to sell, transfer, or convey all or part of a manufactured home community, the manufactured home community's owner shall provide notice of the home owner association's right of first offer to purchase all or part of the community to the community's home owner association if one exists, to the Delaware Manufactured Home Owners Association (DMHOA) or its successor, and to the Delaware Manufactured Home Relocation Authority (Authority).

> (1) The Authority shall send an annual notice under § 7015 of this title, to all registered community owners, stating that the community owner is required to comply with the requirements of this section if the community owner decides to sell, transfer, or convey all or part of the community. In addition, the notice must state that every manufactured home community must be registered with the Delaware Manufactured Home Relocation Authority, and that all fund assessments must be paid to date prior to the sale, transfer, or conveyance of the community.
>
> (2) The Authority shall notify the manufactured home community's owner if a home owner association for that community has been registered with the Authority.

(b)(1) If a home owner association wishes to use its right of first offer under subsection (a) of this section, either directly through a community owner or its designated agent, or indirectly through DMHOA or its successor or through the Authority, that home owner association must register with the Authority as prescribed by the Authority.

(2) a. There can be only 1 home owner association per community eligible to participate in the process of this section. That home owner association must register with the Delaware Manufactured Home Relocation Authority as prescribed by the Authority. The first association to register in compliance with the requirements of this section will be the official home owner association eligible to participate in the process. In order to be eligible for registration with the Authority, the home owner association must adopt bylaws.

b. In order to be eligible for registration with the Authority, the home owner association must comply with all of the following requirements:

1. The home owner association must be incorporated in the State and under the laws of the State.

2. The home owner association must have written bylaws that comply with the laws of this State.

The bylaws must provide that each home owner of each home site is automatically entitled to vote as a special member of the association concerning matters related to the purchase of all or part of the community after a notice of right of first offer has been extended to the home owner association by the community owner. Special members under this paragraph may not be required to meet other preconditions of general membership including the payment of dues.

c. A home owner who is a community owner, or an employee, agent, or servant of, or who has any business relationship with, the community owner may not directly or indirectly participate in the process, except that the home owner may vote. Nothing herein prevents a home owner association, after a vote of the members present, from excluding a community owner, or an employee, agent, or servant of the community owner from a meeting where confidential information relating to the home owner association's strategies in connection with the purchase will be discussed.

(c) If a community owner intends to offer more than 1 community for sale in a single transaction, a simple majority of members of the respective home owner associations in Delaware must vote in the affirmative to support their letter of response to the community owner. If a community owner offers a Delaware community for sale, along with 1 or more communities not located in the State, the community owner must afford the residents of the Delaware community a right of first offer as prescribed by this section for their community, separate and apart from the community or communities not located in the State.

(d)(1)a. If the Authority has informed the community owner that a registered home owner association exists in the community, the community owner shall send the right of first offer directly to the home owner association. The right of first offer shall be sent by overnight service with signature receipt.

b. The right of first offer also shall be sent indirectly to the home owner association through DMHOA, or its successor, through the Consumer Protection Unit of the Department of Justice and through the Authority. The right of first offer shall be sent to the Authority, the Consumer Protection Unit of the Office of the Department of Justice or DMHOA, or its successor, by overnight service with signature receipt.

(2) If the Authority has not informed the community owner that a registered home owner association exists in the community, the community owner must send the right of first offer directly to the Authority. The right of first offer must be sent by overnight service with signature receipt. The right of first offer to the Authority shall include a list of the known names and mailing addresses of all home owners in the community.

(3) The Authority shall then, within 5 business days of receipt of the community owner's right of first offer, send a summary notice to all home owners on the list.

a. The summary notice shall inform the homeowners that the community is for sale and they should contact their home owners association to secure further information. If no home owners association exists then the homeowner will need to organize a home owners association meeting the requirements of subsection (b) of this section in order to pursue the right of first offer.

b. The right of first offer shall be extended indirectly to the home owners through DMHOA or its successor and the Consumer Protection Unit of the Department of Justice. The right of first offer shall be sent to DMHOA and the Consumer Protection Unit of the Department of Justice by the community owner by overnight service with signature receipt.

(4) The right of first offer must include all of the following:

a. A statement that the community owner has decided to sell, transfer, or convey all or part of the community. The statement must indicate the real property and fixtures to be included in the sale of the community.

b. The price and any special conditions material to the transaction for the sale, transfer, or conveyance of the community.

c. A form confidentiality statement indicating that all significant and material information, including operating expenses and other relevant operating and capital expenditure costs related to the community, shall remain confidential and cannot be released to any individual not a signer to the confidentiality statement. The statement may include reasonable penalties for breach of confidentiality.

d. A statement that the confidentiality statement must be signed by any individual of the home owners association seeking to utilize the confidential information and sent by overnight service with signature receipt to the community owner.

e. A statement that once the confidentiality statement is received by the community owner, the community owner will send by overnight service with signature receipt the price and any special conditions material to the transaction for the sale, transfer, or conveyance of the community and all significant and material information, including operating expenses and other relevant operating and capital expenditure costs related to the community.

f. A statement that the home owner association has 30 calendar days from the date of mailing of the right of first offer to respond to the offer.

§ 7028. Right of first offer; notice not required before sale of manufactured home community

A manufactured home community owner is not required to give notice of or extend a right of first offer to a home owner association, DMHOA or its successor, or the Authority under the any of the following circumstances:

(1) A bank, mortgage company, or any other mortgagee has foreclosed on the community and the mortgagee is selling the community at a foreclosure sale, or is selling the community after having purchased the community at a foreclosure sale.

(2) The sale, transfer, or conveyance of the community is to a family member of the community owner on the modified Table of Consanguinity under § 7014 of this title or to a trust, the

beneficiaries of which are family members of the owner on the modified Table of Consanguinity; or the sale, transfer, or conveyance is to a family member on the modified Table of Consanguinity who is included within the line of intestate succession if the community owner dies intestate.

(3) The sale, transfer, or conveyance is by a partnership to 1 or more of its partners.

(4) The sale, transfer, or conveyance is between joint tenants or tenants-in-common.

(5) The sale, transfer, or conveyance is by gift, devise, or operation of law.

(6) The sale, transfer, or conveyance is pursuant to eminent domain.

(7) The sale, transfer, or conveyance is to an affiliate. An "affiliate" means an individual, corporation, limited partnership, unincorporated association, or entity that holds any direct or indirect ownership interest in the community, except that the notice and extension of the right of first offer must be granted to a home owner association where the majority interest in the ownership of the community or the power, directly or indirectly, to direct or cause the direction of the management and policies over the community, whether through ownership of voting stock, by contract, or otherwise, is sold, transferred, or conveyed to any individual, corporation, limited partnership, unincorporated association, or other entity which has not held such a direct or indirect ownership interest in the community for 3 or more years.

(8) The sale, transfer, or conveyance is an exchange of the manufactured housing community for all, or substantially all, of other real property under § 1031 of the Internal Revenue Code [26 U.S.C. § 1031] or any other provision of the Internal Revenue Code that allows for exchanges or tax-free exchanges, regardless of whether the exchange also involves the payment of cash or other consideration.

(9) A change in use of the manufactured home community by the existing community owner.

§ 7029. Right of first offer; response required by home owner association

(a) A home owner association must respond in writing to the notice of a right of first offer and send the response by overnight service with signature receipt to the community owner or the community owner's agent or attorney within 30 calendar days from the date of the mailing of the notice sent by the community owner to the association or to the Authority. The home owner association's response must clearly indicate 1 of the following:

(1) The members of the association intend to accept the purchase price and any special conditions material to the transaction for the sale, transfer, or conveyance of the community, as described in the notice of right of first offer.

(2) The members of the association do not accept the price and any special conditions material to the transaction for the sale, transfer, or conveyance of the community, as described in the notice of right of first offer, but that they intend to offer to purchase the community at an alternative price.

(3) The members of the association have no interest in purchasing the community and that they do not intend to proceed any further in the transaction, or, if the members of the association do not respond, they shall be deemed to have notified the community owner that they have no interest in purchasing the community.

(b) If the home owners association does not respond in material compliance with this section, such failure to respond shall be deemed to serve as notice to the community owner that the home owners association does not wish to purchase the community.

(c) If the home owner association responds that it has no interest in purchasing the community, or fails to respond under § 7029, § 7030, § 7031, or § 7032 of this title, the community owner shall file an affidavit of compliance under § 7036 of this title.

(d) Failure of the home owner association to accept the price and any special conditions material to the transaction for the sale, transfer, or conveyance of the community as stated in the notice of right of first offer; to state an alternative price under § 7030 of this title; or to respond under § 7032 of this title, eliminates the right of the home owner association to purchase the community during the remainder of the 12-month period that commenced on the date of the community owner’s notice of intention to sell, transfer, or convey all or part of the community.

(e) A home owner association may transfer or assign a right of first offer only to an organization formed or controlled by the home owners to assist only in the purchase and operation of the community. Therefore, other than the preceding condition in this subsection, a right of first offer is neither transferable nor assignable.

§ 7030. Right of first offer; offer of an alternative price

(a) An alternative offer of price for the sale, transfer, or conveyance of the community from the home owner association remains valid for 6 months, unless withdrawn by the home owner association in writing and sent to the community owner by overnight service with signature receipt. If the community is still for sale at the expiration of the initial six month alternative offer period, the home owners association shall have the right to refresh their alternative offer within seven days of its expiration upon written notice to the community owner. The refreshed offer will be valid for six months. The home owners association shall have the right to refresh their offer every six months until the property is sold or eighteen months has elapsed from the time notice was provided under § 7027(a) of this title, whichever comes first. The alternative offer and any refreshed alternative offer may be amended at any time upon written notice to the community owner. In the event a community owner decides they no longer want to sell a community after having provided the home owners association with the notice of first offer, any outstanding alternative offer shall be void. The community owner shall promptly notify the home owners association of their decision to remove the community from the market.

(b) A notice to withdraw an alternative offer must be approved by the members of the home owners association. The approval percentage must be stated in the notice to the community owner.

§ 7031. Right of first offer; sale to a third-party at a lower price

(a) The community owner may not sell the community to a third-party at or less than the price offered in the alternative offer from the home owner association unless 1 of the following occur:

> (1) The offer is withdrawn under § 7030(b) of this title.
>
> (2) The home owner association is given 30 calendar days to match the lower price and all of the material terms and conditions of the lower offer.

(b) The notice of the right to match the lower third-party offer shall be sent to the home owner association by overnight service with signature receipt. The notice must state the price and any special conditions material to the transaction for the sale, transfer, or conveyance of the community.

(c) Upon written demand from the home owner association, the community owner must provide the home owner association with tangible evidence of the lower offer received within 3 business days of receipt of the written request from the home owner association by overnight service with signature receipt.

(d) If the home owner association matches the offer within 30 calendar days of receipt of the notice, the community owner is obligated to move to the next step of the negotiation with the home owner association under § 7033 of this title.

§ 7032. Right of first offer; sale to a third-party at a higher price

(a) The community owner may accept an offer from a third-party higher than the alternative price, if any, offered by the home owner association without further obligation to the home owner association unless there are significant or material changes in terms and conditions. However, the home owner association must be given 7 business days to match the higher offer if 1 of the following apply:

> (1) The higher offer is less than $40 million and the home owner association's alternate price is within 6% of the offer.
>
> (2) The higher offer is $40 million or greater and the home owner association's alternate price is within 4.5% of the offer.

(b) The notice of the right to match the higher offer under subsection (a) of this section, must be sent to the home owner association by overnight service with signature receipt. The notice must state the price and any special conditions material to the transaction for the sale, transfer, or conveyance of the community. Upon written demand from the home owner association, the community owner must provide the home owner association with tangible evidence of the higher offer received within 3 business days of receipt of the written request from the home owner association by overnight service with signature receipt.

(c) If the home owner association matches the offer within 7 business days of receipt under subsection (a) of this section, the community owner must move to the next step of the negotiation with the home owner association under § 7033 of this title. The community owner must not accept or entertain a higher offer from a third party after the home owners association matches the offer.

(d) If the community owner accepts an offer from a third-party that is greater than the alternative price offered by the home owners association, such that the provisions of either under subsection (a) of this section, are not triggered, the community owner shall certify this fact in writing to both the home owner association and the Consumer Protection Unit within 7 business days of acceptance of the third-party offer. Such written certification shall also indicate whether the accepted third-party offer contained any significant or material changes in terms or conditions

§ 7033. Right of first offer; contract of sale

(a) If a home owner association responds to the notice of right of first offer under § 7029 of this title, or if the community owner agrees to sell the community to the home owner association under § 7030 of this title, the home owner association has an additional 30 days to formalize the agreed price, terms, and conditions into a contract of sale. This 30-day period may not be used to renegotiate the price, terms, or conditions agreed to during the first 30-calendar-day period unless mutually agreed to in writing. Time is of the essence.

(b) Failure of the home owner association to formalize a contract of sale during the 30-day period following an agreement of price, terms, and conditions eliminates any right of the home owner association to purchase the community during the remainder of the 12-month period that commenced on the date of the community owner's notice of intention to sell, transfer, or convey all or part of the community.

(c) Upon a formalized contract of sale being signed by both parties, the change of ownership of the community must be completed within 90 days. Time is of the essence.

(d)(1) The completion date may be extended beyond the 90-day period if both parties agree to an extension. However, neither party is obligated to agree to an extension.

(2) An agreement to extend the settlement date must be in writing and signed by both parties to the transaction.

(3) If the parties did not fully exhaust the 30-day periods under subsections (a) or (b) of this section or paragraph § 7029(a) of this title, any unused days may be added to the 90-day period in subsection (c) of this section by either party by providing written notification to all other parties within 5 business days prior to the end of the 90-day period. The time period for calculation of unused days is from the dates of mailing of the notices required by each section.

§ 7034. Right of first offer; failure to complete sale

If, for any reason except default by the community owner, the home owner association and the community owner do not complete the sale within the 90-day period under § 7033(c) of this title before the expiration of the extension period agreed to by the parties under § 7033(d) of this title, the right of first offer obligations of the community owner to the home owner association are terminated, and the community owner may sell, transfer, or convey all or part of the community to any third party at the price offered in the right of first offer, or at a higher price or lower price, for the remainder of the 12-month period that commences on the date of the community owner's notice of intention to sell, transfer, or convey all or part of the community.

§ 7035. Right of first offer; auction

(a) If the Authority has sent the required annual notice to a community owner and the community owner then decides to sell, transfer, or convey all or part of the manufactured home community at auction, the community owner shall notify the home owner association directly of its intention if the Authority has informed the community owner of a registered home owner association in that community. The community owner's notice must also be sent to DMHOA or its successor, to the Authority. A copy must be sent under § 7015 of this title to each home owner in the affected community. If the Authority has not informed the community owner that a registered home owner association exists in the community, the community owner must send the notice of the intent to convey the community at auction directly to the Authority. The notice shall include a list of the known names and mailing addresses of all home owners in the community. The Authority shall, within 5 business days of the receipt of the notice from the community owner, send the notice to all home owners on the list.

(b) The notice of a community owner's intention to sell, transfer, or convey all or part of the manufactured home community at auction must be sent within 10 days after a date for the auction has been established and at least 60 days prior to the date of the auction. The notice must be sent by overnight service with signature receipt. The notice must state all of the following:

(1) The intention to sell the community at auction.

(2) The date, time, and place of the auction.

(3) The terms of the auction, which must be similar to other auction practices and standards in the area.

(c) At least 60 days prior to a scheduled auction, the community owner shall provide all pertinent information directly to the home owner association if the Authority has informed the community owner of a registered home owner association in the community. Copies of the pertinent information must also be sent to DMHOA or its successor, to the Authority. A community owner may not be held liable for misinformation provided by a third-party professional. Pertinent information from third-party professionals, if already available, including any of the following:

a. Descriptions of topography.

b. Soils, including a Phase I environmental soil study and a Phase II study, if required.

c. Flood plain study.

d. Wetlands study.

e. Water system.

f. Water quality.

g. Distribution system.

h. Sanitary survey.

i. Wastewater disposal.

j. Access, egress, and interior community roads.

k. Storm water drainage.

l. Electrical, telephone, and cable utility services.

m. Boundary survey, home lot plan, if available.

n. A USGS plan.

o. Aerial photo.

p. Tax map.

q. Flood zone map.

r. Soils map.

s. Site photographs.

t. A future repair and capital improvement analysis.

(d) Within 30 days of receiving the notice of the auction, a home owner association in the affected community may make an offer to purchase the community. If the home owner association makes an offer, and the community owner accepts the offer, the parties shall negotiate in good faith for the sale, transfer, or conveyance of the community to the home owner association. If the community owner accepts the offer, a contract shall be formalized and ownership shall be transferred as under § 7033 of this title.

(e) If the home owner association makes an offer to purchase the community within 30 days after receiving the notice of the auction sale, but the community owner does not accept the offer, the community owner may proceed to auction the community. The home owner association's offer must be the minimum bid at the auction and the community owner may not accept a bid of less than the home owner association's offer.

(f) If a home owner association participates in the auction process by providing deposit moneys, if required, the home owner association has the right to purchase the community within 7 days after the date of the auction for 1% higher than the winning bid with the same terms and conditions. If a home owner association decides to purchase the community for 1% higher than the winning bid under the same terms and conditions, a contract of sale must be formalized within 20 calendar days, and the change of ownership must be completed within 90 days. However, if the home owner association does not participate in the auction process, or if the home owner association fails to respond within 7 business days and to formalize a contract within 20 calendar days, or to complete the change of ownership within 90 calendar days, the community owner has no further obligation to the home owner association.

(g) If the winning bidder does not complete the transaction, and if the association still does not have the next highest bid, and if the community owner still intends to sell the community to the next highest bidder, the community owner must repeat the procedure under § 7035(f) of this title.

(h) A community owner has the right to accept or reject any auction bids

§ 7036. Right of first offer; affidavit of compliance

(a) A community owner may, if appropriate under the circumstances, record in the Registry of Deeds of the county in which the community is located an affidavit in which the community owner certifies to 1 of the following:

> (1) The manufactured home community owner has complied with the requirements of this section, and has included a copy of the notice sent to the residents of the community.
>
> (2) The sale, transfer, or conveyance of the community is exempt from this section, under subsection § 7026(c) of this title.

(b) A party acquiring an interest in a manufactured home community, and title insurance companies and attorneys preparing, furnishing, or examining any evidence of title, have the right to rely on the truth and accuracy of all statements appearing in an affidavit recorded under § 7036 of this title and are under no obligation to inquire further as to any matter or fact relating to the community owner's compliance with the provisions of this Subchapter IV of this chapter.

FLORIDA

Fla. Stat. §§ 723.061, 723.071, 723.075, 723.076

§ 723.061. Eviction; grounds, proceedings

(1) A mobile home park owner may evict a mobile home owner, a mobile home tenant, a mobile home occupant, or a mobile home only on one or more of the following grounds:

> (a) Nonpayment of the lot rental amount. If a mobile home owner or tenant, whichever is responsible, fails to pay the lot rental amount when due and if the default continues for 5 days after delivery of a written demand by the mobile home park owner for payment of the lot rental amount, the park owner may terminate the tenancy. However, if the mobile home owner or tenant, whichever is responsible, pays the lot rental amount due, including any late charges, court costs, and attorney's fees, the court may, for good cause, deny the order of eviction, if such nonpayment has not occurred more than twice.
>
> (b) Conviction of a violation of a federal or state law or local ordinance, if the violation is detrimental to the health, safety, or welfare of other residents of the mobile home park. The mobile home owner or mobile home tenant must vacate the premises within 7 days after the date the notice to vacate is delivered. This paragraph constitutes grounds to deny an initial tenancy of a purchaser of a home under paragraph (e) or to evict an unapproved occupant of a home.
>
> (c) Violation of a park rule or regulation, the rental agreement, or this chapter.
>
>> 1. For the first violation of any properly promulgated rule or regulation, rental agreement provision, or this chapter which is found by any court of competent jurisdiction to have been an act that endangered the life, health, safety, or property of the park residents or

employees or the peaceful enjoyment of the mobile home park by its residents, the mobile home park owner may terminate the rental agreement, and the mobile home owner, tenant, or occupant must vacate the premises within 7 days after the notice to vacate is delivered.

2. For a second violation of the same properly promulgated rule or regulation, rental agreement provision, or this chapter within 12 months, the mobile home park owner may terminate the tenancy if she or he has given the mobile home owner, tenant, or occupant written notice, within 30 days after the first violation, which specified the actions of the mobile home owner, tenant, or occupant that caused the violation and gave the mobile home owner, tenant, or occupant 7 days to correct the noncompliance. The mobile home owner, tenant, or occupant must have received written notice of the ground upon which she or he is to be evicted at least 30 days prior to the date on which she or he is required to vacate. A second violation of a properly promulgated rule or regulation, rental agreement provision, or this chapter within 12 months of the first violation is unequivocally a ground for eviction, and it is not a defense to any eviction proceeding that a violation has been cured after the second violation. Violation of a rule or regulation, rental agreement provision, or this chapter more than 1 year after the first violation of the same rule or regulation, rental agreement provision, or this chapter does not constitute a ground for eviction under this section.

A properly promulgated rule or regulation may not be arbitrarily applied and used as a ground for eviction.

(d) Change in use of the land comprising the mobile home park, or the portion thereof from which mobile homes are to be evicted, from mobile home lot rentals to some other use, if:

1. The park owner gives written notice to the homeowners' association formed and operating under §§ 723.075-723.079 of its right to purchase the mobile home park, if the land comprising the mobile home park is changing use from mobile home lot rentals to a different use, at the price and under the terms and conditions set forth in the written notice.

a. The notice shall be delivered to the officers of the homeowners' association by United States mail. Within 45 days after the date of mailing of the notice, the homeowners' association may execute and deliver a contract to the park owner to purchase the mobile home park at the price and under the terms and conditions set forth in the notice. If the contract between the park owner and the homeowners' association is not executed and delivered to the park owner within the 45-day period, the park owner is under no further obligation to the homeowners' association except as provided in sub-subparagraph b.

b. If the park owner elects to offer or sell the mobile home park at a price lower than the price specified in her or his initial notice to the officers of the homeowners' association, the homeowners' association has an additional 10 days to meet the revised price, terms, and conditions of the park owner by executing and delivering a revised contract to the park owner.

c. The park owner is not obligated under this subparagraph or § 723.071 to give any other notice to, or to further negotiate with, the homeowners' association for the sale of the mobile home park to the homeowners' association after 6 months after the date of the mailing of the initial notice under sub-subparagraph a.

2. The park owner gives the affected mobile home owners and tenants at least 6 months' notice of the eviction due to the projected change in use and of their need to secure other accommodations. Within 20 days after giving an eviction notice to a mobile home owner, the park owner must provide the division with a copy of the notice. The division must provide the executive director of the Florida Mobile Home Relocation Corporation with a copy of the notice.

a. The notice of eviction due to a change in use of the land must include in a font no smaller than the body of the notice the following statement:

YOU MAY BE ENTITLED TO COMPENSATION FROM THE FLORIDA MOBILE HOME RELOCATION TRUST FUND, ADMINISTERED BY THE FLORIDA MOBILE HOME RELOCATION CORPORATION (FMHRC). FMHRC CONTACT INFORMATION IS AVAILABLE FROM THE FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

b. The park owner may not give a notice of increase in lot rental amount within 90 days before giving notice of a change in use.

(e) Failure of the purchaser, prospective tenant, or occupant of a mobile home situated in the mobile home park to be qualified as, and to obtain approval to become, a tenant or occupant of the home, if such approval is required by a properly promulgated rule. If a purchaser or prospective tenant of a mobile home situated in the mobile home park occupies the mobile home before such approval is granted, the mobile home owner or mobile home tenant must vacate the premises within 7 days after the date the notice of the failure to be approved for tenancy is delivered.

(2) In the event of eviction for a change in use, homeowners must object to the change in use by petitioning for administrative or judicial remedies within 90 days after the date of the notice or they will be barred from taking any subsequent action to contest the change in use. This subsection does not prevent any homeowner from objecting to a zoning change at any time.

(3) A mobile home park owner applying for the removal of a mobile home owner, tenant, or occupant or a mobile home shall file, in the county court in the county where the mobile home lot is situated, a complaint describing the lot and stating the facts that authorize the removal of the mobile home owner, tenant, or occupant or the mobile home. The park owner is entitled to the summary procedure provided in § 51.011, and the court shall advance the cause on the calendar.

(4) Except for the notice to the officers of the homeowners' association under subparagraph (1)(d)1., any notice required by this section must be in writing, and must be posted on the premises and sent to the mobile home owner and tenant or occupant, as appropriate, by certified or registered mail, return receipt requested, addressed to the mobile home owner and tenant or occupant, as appropriate, at her or his last known address. Delivery of the mailed notice shall be deemed given 5 days after the date of postmark.

(5) A park owner who accepts payment of any portion of the lot rental amount with actual knowledge of noncompliance after notice and termination of the rental agreement due to a violation under paragraph (1)(b), paragraph (1)(c), or paragraph (1)(e) does not waive the right to terminate the rental agreement or the right to bring a civil action for the noncompliance, but not for any subsequent or continuing noncompliance. Any rent so received must be accounted for at the final hearing.

§ 723.071. Sale of mobile home parks

(1)(a) If a mobile home park owner offers a mobile home park for sale, she or he shall notify the officers of the homeowners' association created pursuant to §§ 723.075-723.079 of the offer, stating the price and the terms and conditions of sale.

(b) The mobile home owners, by and through the association defined in § 723.075, shall have the right to purchase the park, provided the home owners meet the price and terms and conditions of the mobile home park owner by executing a contract with the park owner within 45 days, unless agreed to otherwise, from the date of mailing of the notice and provided they have complied with §§ 723.075-723.079. If a contract between the park owner and the association is not executed within such 45-day period, then, unless the park owner thereafter elects to offer the park at a price lower than the price specified in her or his notice to the officers of the homeowners' association, the park owner has no further obligations under this subsection, and her or his only obligation shall be as set forth in subsection (2).

(c) If the park owner thereafter elects to offer the park at a price lower than the price specified in her or his notice to the home owners, the home owners, by and through the association, will have an additional 10 days to meet the price and terms and conditions of the park owner by executing a contract.

(2) If a mobile home park owner receives a bona fide offer to purchase the park that she or he intends to consider or make a counteroffer to, the park owner's only obligation shall be to notify the officers of the homeowners' association that she or he has received an offer and disclose the price and material terms and conditions upon which she or he would consider selling the park and consider any offer made by the home owners, provided the home owners have complied with §§ 723.075-723.079. The park owner shall be under no obligation to sell to the home owners or to interrupt or delay other negotiations and shall be free at any time to execute a contract for the sale of the park to a party or parties other than the home owners or the association.

(3)(a) As used in subsections (1) and (2), the term "notify" means the placing of a notice in the United States mail addressed to the officers of the homeowners' association. Each such notice shall be deemed to have been given upon the deposit of the notice in the United States mail.

(b) As used in subsection (1), the term "offer" means any solicitation by the park owner to the general public.

(4) This section does not apply to:

(a) Any sale or transfer to a person who would be included within the table of descent and distribution if the park owner were to die intestate.

(b) Any transfer by gift, devise, or operation of law.

(c) Any transfer by a corporation to an affiliate. As used herein, the term "affiliate" means any shareholder of the transferring corporation; any corporation or entity owned or controlled, directly or indirectly, by the transferring corporation; or any other corporation or entity owned or controlled, directly or indirectly, by any shareholder of the transferring corporation.

(d) Any transfer by a partnership to any of its partners.

(e) Any conveyance of an interest in a mobile home park incidental to the financing of such mobile home park.

(f) Any conveyance resulting from the foreclosure of a mortgage, deed of trust, or other instrument encumbering a mobile home park or any deed given in lieu of such foreclosure.

(g) Any sale or transfer between or among joint tenants or tenants in common owning a mobile home park.

(h) Any exchange of a mobile home park for other real property, whether or not such exchange also involves the payment of cash or other boot.

(i) The purchase of a mobile home park by a governmental entity under its powers of eminent domain.

§ 723.075. Homeowners' associations

(1) In order to exercise the rights of a homeowners' association as provided in this chapter, the mobile home owners shall form an association in compliance with this section and ss. 723.077, 723.078, and 723.079, which shall be a corporation for profit or not for profit and of which not less than two-thirds of all of the mobile home owners within the park shall have consented, in writing, to become members or shareholders. Upon incorporation of the association, all consenting mobile home owners in the park may become members or shareholders. The term "member" or "shareholder" means a mobile home owner who consents to be bound by the articles of incorporation, bylaws, and policies of the incorporated homeowners' association. The association may not have a member or shareholder who is not a bona fide owner of a mobile home located in the park. Upon incorporation and service of the notice described in s. 723.076, the association shall become the representative of all the mobile home owners in all matters relating to this chapter, regardless of whether the homeowner is a member of the association.

(2) It is the intent of the Legislature that any homeowners' association properly created pursuant to chapter 715 prior to the effective date of this act be deemed an association created pursuant to the provisions of this section and have all rights and powers granted under this section and ss. 723.077 and 723.079. Any inconsistency in the provisions of the charter of such previously created homeowners' association shall be deemed amended to conform herewith.

(3) Notwithstanding subsection (1), if a portion of the park contains concrete block homes occupying lots under 99-year leases, those homeowners may be part of the association and may serve on the board of directors of the association based on the percentage of lots containing concrete block homes to the total number of mobile home lots in the park.

§ 723.076. Incorporation; notification of park owner

(1) Upon receipt of its certificate of incorporation, the homeowners' association shall notify the park owner in writing of such incorporation and shall advise the park owner of the names and addresses of the officers of the homeowners' association by personal delivery upon the park owner's representative as designated in the prospectus or by certified mail, return receipt requested. Thereafter, the homeowners' association shall notify the park owner in writing by certified mail, return receipt requested, of any change of names and addresses of its president or registered agent. Upon election or appointment of new officers or board members, the homeowners' association shall notify the park owner in writing by certified mail, return receipt requested, of the names and addresses of the new officers or board members.

(2) Upon written request by the homeowners' association, the park owner shall notify the homeowners' association by certified mail, return receipt requested, of the name and address of the park owner, the park owner's agent for service of process, and the legal description of the park. Thereafter, in the event of a change in the name or address of the park owner or the park owner's agent for service of process, the park owner shall notify in writing the president or registered agent of the homeowners' association of such change by certified mail, return receipt requested.

(3) The homeowners' association shall file a notice of its right to purchase the mobile home park as set forth in s. 723.071. The notice shall contain the name of the association, the name of the park owner, and

the address or legal description of the park. The notice shall be recorded with the clerk of the circuit court in the county where the mobile home park is located. Within 10 days of the recording, the homeowners' association shall provide a copy of the recorded notice to the park owner at the address provided by the park owner by certified mail, return receipt requested.

IDAHO

Idaho Code Ann. § 55-2013A

§ 55-2013A. Community resident associations

(1) The residents in a community have the right to organize a resident or homeowner's association to further their mutual interest and to conduct any other business and programs that the association shall determine. Community residents have the right to peacefully assemble and freely associate. Subject to reasonable notice and community facility rules, an association shall have the right to use the facilities of the community to conduct its business and programs including forums for or speeches by public officials or candidates for public office. When an association is organized, it shall notify the landlord.

(2) A community resident association formed for the purpose of purchasing a community may give written notification to the landlord of the association's interest in purchasing the community.

(3) For the purpose of notification, the community resident association shall provide the names and addresses of the three (3) designated members or officers of their community association to the landlord annually.

(4) A community resident association that has provided notification to the landlord, property owner, or agent of its interest to purchase the community may request in writing that it be notified by the landlord, property owner, or agent fifteen (15) days prior to the property owner or agent signing a purchase agreement. The landlord shall provide such notification to the three (3) members designated under subsection (3) of this section.

(5) This section shall not apply to any of the following:

(a) A governmental entity taking by eminent domain;

(b) A forced sale pursuant to foreclosure or a deed given in lieu of foreclosure;

(c) A transfer by gift, devise or operation of law;

(d) A transfer by a corporation to an affiliate;

(e) A conveyance incidental to financing the community;

(f) An exchange of the community for other real property;

(g) A transfer by a partnership to one (1) or more of its partners; or

> (h) A sale or transfer to a person who would be an heir, or to a trust the beneficiaries of which would be heirs, of the community owner if the community owner were to die intestate.

ILLINOIS

765 Illinois Comp. Stat. 745/6.25 to 745/6.31

§ 6.25. Sale of mobile home parks; right of first refusal.

(a) If a mobile home park owner offers a mobile home park for sale, the owner shall provide written notice to the officers of the homeowners' association created pursuant to Section 6.27 of the offer stating the price and the terms and conditions of sale.

(b) The mobile home owners, by and through a homeowners' association as defined in Section 6.27, shall have the right to purchase the park provided the home owners and residents meet the price and terms and conditions of the mobile home park owner by executing a contract with the park owner within 60 days, unless agreed to otherwise, from the date of mailing of the notice and provided they have complied with Sections 6.27 through 6.31. If a contract between the park owner and the association is not executed within such 60–day period, then, unless the park owner thereafter elects to offer the park at a price materially lower than the price specified in the notice provided to the officers of the homeowners' association and residents, as the case may be, the park owner has no further obligations under this subsection. For purposes of this Section, a materially lower price shall be a price that is 20% or more lower than the price specified in the notice to the officers of the homeowners' association.

(c) If the park owner thereafter elects to offer the park at a price materially lower than the price specified in the notice, the homeowners, by and through the association, will have an additional 10 days to meet the price and terms and conditions of the park owner by executing a contract.

(d) If, within 60 days, plus any additional 10–day period, from the mailing of the notice required in this Section, no contract for sale signed by the association and the park owner has been reached, the right provided in this Section to purchase the park shall be void and of no further force and effect.

(e) Notices required by this Section shall be in writing and shall be delivered by placing the notice in the United States mail addressed to the officers of the homeowners' association. Each notice shall be deemed given upon the deposit of the notice in the United States mail.

(f) As used in this Section, "offer" means any solicitation made by the park owner to the general public.

(g) This Section does not apply to:

(1) Any sale or transfer to a person who would be included within the table of descent and distribution if the park owner were to die intestate.

(2) Any transfer by gift, devise, or operation of law.

(3) Any transfer by a corporation or entity to an affiliate. As used herein, "affiliate" means any shareholder of the transferring corporation or entity; any corporation or entity owned or controlled, directly or indirectly, by any shareholder of the transferring corporation; or any other corporation or entity owned or controlled, directly or indirectly, by any shareholder of the transferring corporation or entity.

(4) Any transfer by a partnership to any of its partners or by an individual or group of individuals to a partnership.

(5) Any conveyance of an interest in all or a portion of a mobile home park incidental to the financing of such mobile home park.

(6) Any conveyance resulting from the foreclosure of a mortgage, deed of trust, or other instrument encumbering a mobile home park or any deed given in lieu of foreclosure.

(7) Any sale or transfer between or among joint tenants or tenants in common owning a mobile home park.

(8) Any exchange of a mobile home park for other real property, whether or not the exchange also involves the payment of cash or other boot.

(9) The purchase of a mobile home park by a governmental entity under its powers of eminent domain.

(10) The sale of any mobile home park as part of a portfolio transaction. For purposes of this provision, "portfolio transaction" means a sale of 2 or more mobile home parks, other multifamily buildings, units or properties of any type, RV parks in one transaction to one buyer, or multiple related buyers.

§ 6.26. Affidavit of compliance with statutory requirements.

(a) A park owner may at any time record, in the official real estate records of the county or jurisdiction where a mobile home park is located, an affidavit in which the park owner certifies that: (i) with reference to an offer by the park owner for the sale of the park, the park owner has complied with the provisions of Section 6.25; (ii) notwithstanding the park owner's compliance with the provisions of Section 6.25, no contract has been executed for the sale of the park between the park owner and the park homeowners' association; (iii) the provisions of Section 6.25 are inapplicable to a particular sale or transfer of the park by the park owner and compliance with Section 6.25 is not required; or (iv) a particular sale or transfer of the park is exempted from the provisions of this Section. Any party acquiring an interest in a mobile home park and any and all title insurance companies and attorneys preparing, furnishing, or examining any evidence of title have the absolute right to rely on the truth and accuracy of all statements appearing in the affidavit and are under no obligation to inquire further as to any matter or fact relating to the park owner's compliance with the provisions of Section 6.25.

(b) It is the purpose and intention of this Section to preserve the marketability of title to mobile home parks, and, accordingly, the provisions of this Section shall be liberally construed in order that all persons may rely on the record title to mobile home parks.

§ 6.27. Homeowners' associations.

In order to exercise the rights of a homeowners' association as provided in this Act, the mobile home owners shall form an association in compliance with this Section and Sections 6.28, 6.29, and 6.30, shall be a corporation or not-for-profit corporation and of which not less than two-thirds of all of the mobile home owners within the park shall have consented, in writing, to become members or shareholders. Upon incorporation of the association, all consenting mobile home owners in the park may become members or shareholders. "Member" or "shareholder" means a mobile homeowner who consents to be bound by the articles of incorporation, bylaws, and policies of the incorporated homeowners' association. The association may not have a member or shareholder who is not a bona fide owner of a mobile home located in the park. Upon incorporation and service of the notice described in Section 6.28, the association shall become the representative of all the mobile home owners in all matters relating to this Act, regardless of whether the homeowner is a member of the association.

§ 6.28. Incorporation; notification of park owner.

(a) Upon receipt of its certificate of incorporation, the homeowners' association shall notify the park owner in writing of the incorporation and shall advise the park owner of the names and addresses of the officers of the homeowners' association by personal delivery upon the park owner's representative as designated in the lease or by certified mail, return receipt requested. Thereafter, the homeowners' association shall notify the park owner in writing by certified mail, return receipt requested, of any change of names and addresses of its president or registered agent. Upon election or appointment of new officers or board members, the homeowners' association shall notify the park owner in writing by certified mail, return receipt requested, of the names and addresses of the new officers or board members.

(b) Upon written request by the homeowners' association, the park owner shall notify the homeowners' association by certified mail, return receipt requested, of the name and address of the park owner, the park owner's agent for service of process, and the legal description of the park. Thereafter, in the event of a change in the name or address of the park owner or the park owner's agent for service of process, the park owner shall notify in writing the president or registered agent of the homeowners' association of such change by certified mail, return receipt requested.

(c) The homeowners' association shall file a notice of its right to purchase the mobile home park as set forth in Section 6.25. The notice shall contain the name of the association, the name of the park owner, and the address or legal description of the park. The notice shall be recorded with the county clerk in the county where the mobile home park is located. Within 10 days of the recording, the homeowners' association shall provide a copy of the recorded notice to the park owner at the address provided by the park owner by certified mail, return receipt requested.

§ 6.29. Articles of incorporation.

The articles of incorporation of a homeowners' association shall provide:

> (1) That the association has the power to negotiate for, acquire, and operate the mobile home park on behalf of the mobile home owners.
>
> (2) For the conversion of the mobile home park once acquired to a condominium, a cooperative, a subdivision form of ownership, or another type of ownership.

Upon acquisition of the property, the association, by action of its board of directors, shall be the entity that: (A) creates a condominium, cooperative, or subdivision; (B) is responsible for offers of sale or lease; or (C) if the home owners choose a different form of ownership, the entity that owns the record interest in the property is responsible for the operation of property.

§ 6.30. Bylaws of homeowners' associations.

(a) The directors of the association and the operation shall be governed by the bylaws.

(b) The bylaws shall provide and, if they do not, shall be deemed to include, the following provisions:

> (1) The form of administration of the association shall be described, providing for the titles of the officers and for a board of directors and specifying the powers, duties, manner of selection and removal, and compensation, if any, of officers and board members. Unless otherwise provided in the bylaws, the board of directors shall be composed of 5 members. The board of directors shall elect a president, secretary, and treasurer who shall perform the duties of those offices customarily performed by officers of corporations, and these officers shall serve without compensation and at the pleasure of the board of directors. The board of directors may elect and designate other officers and grant them those duties it deems appropriate.

(2) All other administrative and governance requirements to be included in the bylaws shall be as set forth in the Common Interest Community Association Act.

§ 6.31. Powers and duties of homeowners' association.

(a) An association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers. For these purposes, the powers of the association include, but are not limited to, the maintenance, management, and operation of the park property.

(b) The powers and duties of an association include those set forth in this Act and those set forth in the articles of incorporation and bylaws and any recorded declarations or restrictions encumbering the park property, if not inconsistent with this Act.

(c) An association has the power to make, levy, and collect assessments and to lease, maintain, repair, and replace the common areas upon purchase of the mobile home park.

(d) The association shall maintain the following items, when applicable, which constitute the official records of the association:

(1) A copy of the association's articles of incorporation and each amendment to the articles of incorporation.

(2) A copy of the bylaws of the association and each amendment to the bylaws.

(3) A copy of the written rules or policies of the association and each amendment to the written rules or policies.

(4) The approved minutes of all meetings of the members of an association and meetings open for members of the board of directors, and committees of the board, which minutes must be retained within this State for at least 5 years.

(5) A current roster of all members and their mailing addresses and lot identifications. The association shall also maintain the e-mail addresses and the numbers designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice by electronic transmission. The e-mail addresses and numbers provided by members to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. The association is not liable for an erroneous disclosure of the e-mail address or the number for receiving electronic transmission of notices.

(6) All of the association's insurance policies or copies thereof, which must be retained within this State for at least 5 years after the expiration date of the policy.

(7) A copy of all contracts or agreements to which the association is a party, including, without limitation, any written agreements with the park owner, lease, or other agreements or contracts under which the association or its members has any obligation or responsibility, which must be retained within this State for at least 5 years after the expiration date of the contract or agreement.

(8) The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained within this State for at least 5 years. The financial and accounting records must include:

(A) Accurate, itemized, and detailed records of all receipts and expenditures.

(B) A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay dues or assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

(C) All tax returns, financial statements, and financial reports of the association.

(D) Any other records that identify, measure, record, or communicate financial information.

(i) All other written records of the association not specifically included in this Section that are related to the operation of the association must be retained within this State for at least 5 years or at least 5 years after the expiration date, as applicable.

(e) The official records shall be made available to a member for inspection or photocopying within 20 business days after receipt by the board or its designee of a written request submitted by certified mail, return receipt requested. The requirements of this Section are satisfied by having a copy of the official records available for inspection or copying in the park or, at the option of the association, by making the records available to a member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the association has a photocopy machine available where the records are maintained, it must provide a member with copies on request during the inspection if the entire request is no more than 25 pages. An association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the association's providing the member or his or her authorized representative with a copy of such records. The association may not charge a fee to a member or his or her authorized representative for the use of a portable device.

(1) The failure of an association to provide access to the records within 20 business days after receipt of a written request submitted by certified mail, return receipt requested, creates a rebuttable presumption that the association willfully failed to comply with this subsection.

(2) The association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a member to demonstrate a proper purpose for the inspection, state a reason for the inspection, or limit a member's right to inspect records to less than one business day per month. The association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds 30 minutes and if the personnel costs do not exceed $20 per hour. The association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members. Notwithstanding this paragraph, the following records are not accessible to members or homeowners:

(A) A record protected by the lawyer-client privilege and a record protected by the work-product privilege, including, but not limited to, a record prepared by an association attorney or prepared at the attorney's express direction that reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and that was prepared exclusively for civil or criminal litigation, for adversarial administrative proceedings, or in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(B) E-mail addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a homeowner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, lot designation, mailing address, and property address. Notwithstanding the restrictions in this subparagraph, an association may print and distribute to homeowners a directory containing the name, park address, and telephone number of each homeowner. A homeowner may exclude his or her telephone number from the directory by so requesting in writing to the association. The association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the association and is voluntarily provided by a homeowner and not requested by the association.

(C) An electronic security measure that is used by the association to safeguard data, including passwords.

(D) The software and operating system used by the association that allows the manipulation of data, even if the homeowner owns a copy of the same software used by the association. The data is part of the official records of the association.

(f) An outgoing board or committee member must relinquish all official records and property of the association in his or her possession or under his or her control to the incoming board within 5 days after the election or removal.

(g) An association has the power to purchase lots in the park and to acquire, hold, lease, mortgage, and convey them.

(h) An association shall use its best efforts to obtain and maintain adequate insurance to protect the association and the park property upon purchase of the mobile home park. A copy of each policy of insurance in effect shall be made available for inspection by owners at reasonable times.

(i) An association has the authority, without the joinder of any homeowner, to modify, move, or create any easement for ingress and egress or for the purpose of utilities if the easement constitutes part of or crosses the park property upon purchase of the mobile home park. This subsection does not authorize the association to modify or move any easement created in whole or in part for the use or benefit of anyone other than the members or crossing the property of anyone other than the members, without his or her consent or approval as required by law or the instrument creating the easement. Nothing in this subsection affects the rights of ingress or egress of any member of the association.

MAINE

Me. Rev. Stat. tit. 10, § 9094-A

§ 9094-A. Restrictions on sale when a mobile home park is sold

1. Notice required. The owner of a mobile home park shall give written notice of the intent to sell the mobile home park to each owner of a mobile home in the mobile home park and to the Maine State Housing Authority. The owner of the mobile home park may not make a final unconditional acceptance of an offer for the sale of the mobile home park earlier than the 60th day after the date the notice containing the information required by this subsection is mailed as required by this subsection and received by the Maine State Housing Authority. The notice must include:

A. A statement that a group of mobile home owners or a mobile home owners' association of the mobile home park has a first option to purchase the mobile home park and may make an offer to purchase the mobile home park within 60 days of the date the notice containing the information required by this subsection is mailed in accordance with this subsection and received by the Maine State Housing Authority; and

B. Either:

(1) The price, terms and conditions for which the owner of the mobile home park intends to sell the mobile home park; or

(2) The price, terms and conditions of any acceptable offer the owner of the mobile home park has received for the mobile home park, including a signed copy of the written offer that contains a description of the property. The owner may redact the name, address, contact information or other identifying information of the party making the offer.

If an owner of a mobile home park intends to accept an offer to purchase the mobile home park and the mobile home park is to be included in an investment portfolio by the purchaser, the price, terms and conditions specific to the mobile home park must be specified in the notice required by this subsection.

The notice must be mailed by certified mail, return receipt requested, to each mobile home owner at the mobile home owner's home address and to the Maine State Housing Authority.

2. Repealed. 2023, c. 378, § 2, eff. Oct. 25, 2023.

3. Repealed. 2023, c. 378, § 2, eff. Oct. 25, 2023.

3-A. Group of mobile home owners or mobile home owners' association first option to purchase. A group of mobile home owners or a mobile home owners' association has the first option to purchase a mobile home park, and the owner of a mobile home park shall consider an offer from a group of mobile home owners or a mobile home owners' association subject to the following conditions.

A. An owner of a mobile home park shall consider any offer from a group of mobile home owners or a mobile home owners' association received by the 60th day after the date the notice containing the information required by subsection 1 is mailed as required by subsection 1 and received by the Maine State Housing Authority as long as the mobile home owners of at least 51% of the mobile homes in the mobile home park that are occupied by the mobile home owner or a family member of the mobile home owner sign a petition or otherwise indicate in writing that they support making the offer.

B. An owner of a mobile home park shall negotiate in good faith with a group of mobile home owners or a mobile home owners' association concerning a purchase offer made under this subsection.

C. An offer made by a group of mobile home owners or a mobile home owners' association must include a purchase and sale agreement.

D. If the proposed purchase and sale agreement from a group of mobile home owners or a mobile home owners' association matches the price and otherwise has substantially equivalent terms and conditions of the offer the mobile home park owner has conditionally accepted or plans to accept, the group of mobile home owners or the mobile home owners' association must have the first option to purchase the mobile home park at the price, terms and conditions stated in its purchase and sale agreement.

E. A mobile home park owner may not unreasonably refuse to enter into or unreasonably delay the execution of or closing on a purchase and sale agreement with a group of mobile home owners or a mobile home owners' association that has proposed a bona fide purchase and sale agreement to meet the price and substantially equivalent terms and conditions of an offer for which notice is required to be given under subsection 1.

F. Notwithstanding the requirement that the offer from a group of mobile home owners or a mobile home owners' association be on substantially equivalent terms and conditions, a mobile home park owner may not reject a proposed purchase and sale agreement solely on the basis of the inclusion of a financing contingency.

G. A group of mobile home owners or a mobile home owners' association may not be required to pay a nonrefundable deposit at the time of execution of a purchase and sale agreement as a condition of acceptance.

H. If an owner of a mobile home park accepts the offer made by a group of mobile home owners or a mobile home owners' association, the group of mobile home owners or the mobile home owners' association must obtain appropriate financing and a commercially reasonable time to close on the sale before the 90th day after the execution date of the purchase and sale agreement.

I. If a group of mobile home owners or a mobile home owners' association fails to secure financing necessary for the purchase and sale agreement during this 90-day period, or such longer period as the parties may agree to, or fails to close on the sale in compliance with the purchase and sale agreement executed by the parties, the mobile home park owner has no further duties under this section with respect to the proposed sale, lease or transfer of the mobile home park.

J. If a purchase and sale agreement between a mobile home park owner and a group of mobile home owners or a mobile home owners' association does not result in a purchase and the mobile home park owner offers to sell the mobile home park at a different price or with different terms and conditions or receives a subsequent offer to purchase at a different price or with different terms and conditions that the mobile home park owner intends to accept, the requirements of this section apply separately to each subsequent offer.

3-B. Applicability. This section does not apply to:

A. A sale after foreclosure by a bank, mortgage company or other mortgagee at a foreclosure sale or a sale after purchase at a foreclosure sale;

B. A sale or transfer to a family member of the owner of the mobile home park or to a trust, the beneficiaries of which are family members of the owner of the mobile home park. For purposes of this paragraph, “family member” means a person identified in Title 18-C, section 2-102 as eligible for intestate share;

C. A sale or transfer by a partnership to one or more of its partners;

D. A conveyance of an interest in the mobile home park incidental to the financing of the mobile home park;

E. A sale or transfer between owners of the mobile home park who are joint tenants or tenants in common;

F. A sale pursuant to the exercise of the power of eminent domain; or

G. A transfer that is by gift, devise, judicial decree or operation of law.

The requirements of this section apply separately to each substantially different offer to sell or purchase a mobile home park.

3-C. Affidavit of compliance. A mobile home park owner may record in the registry of deeds of the county or district in which the mobile home park is located an affidavit in which the park owner certifies that:

A. The mobile home park owner has complied with the requirements of this section; or

B. The sale of the mobile home park is exempted from the requirements of this section pursuant to subsection 3-B.

The mobile home park owner may send a copy of the affidavit to the Maine State Housing Authority.

A party acquiring an interest in a mobile home park, a title insurance company and an attorney preparing, furnishing or examining evidence of title of the mobile home park may rely on the truth and accuracy of the statements appearing in an affidavit filed under this subsection and are under no obligation to inquire further as to any matter or fact relating to the mobile home park owner's compliance with the provisions of this section. This subsection must be liberally construed in order that all persons may rely on the record title to a mobile home park.

4. Enforcement. A mobile home owner, group of mobile home owners or a mobile home owners' association aggrieved by a violation of this section may bring an action in Superior Court against the violator for injunctive relief, damages and attorney's fees. A violation of any of the provisions of this chapter is considered prima facie evidence of an unfair or deceptive trade practice under Title 5, chapter 10.

5. Supplemental notice and use restrictions. Nothing in this section prohibits the owner of a mobile home park from providing notice or establishing use restrictions in addition to those required under this section.

6. Assignment of rights. A group of mobile home owners or a mobile home owners' association that has rights under this section may, upon a majority vote, assign those rights to the following entities as long as the entity agrees to continue operating the property as a mobile home park:

A. The municipality in which the mobile home park is located;

B. The Maine State Housing Authority or a municipal housing authority established under Title 30-A, section 4721 whose area of operation, as defined in Title 30-A, section 4702, subsection 1, includes the municipality in which the mobile home park is located; or

C. A nonprofit organization.

MARYLAND

Md. Real Prop. Code §§ 8A-1801 through 8A-1806

§ 8A–1801. Definitions

(a) In this subtitle the following words have the meanings indicated.

(b) “Community owner” means the owner of a manufactured housing community.

(c) “Homeowner” means the an owner of a manufactured home who leases or rents a lot in a manufactured housing community for residential use.

(d) “Homeowners organization” means an incorporated or unincorporated organization, including a cooperative housing corporation, that:

(1) Represents the interests of the homeowners in a manufactured housing community;

(2) Is open to all homeowners residing in the manufactured housing community;

(3) Is controlled by the members of the organization; and

(4) Comprises homeowners who lease or rent at least 75% of the lots in the manufactured housing community.

(e) “Manufactured home” has the meaning stated in § 8B–101 of this article.

(f)(1) “Manufactured housing community” means any property leased or held out for lease to two or more owners of manufactured homes for residential use.

(2) “Manufactured housing community” includes a park.

§ 8A–1802. Application of Subtitle

(a) The requirements of this subtitle apply separately to each substantially different offer to sell or to purchase a manufactured housing community.

(b) This subtitle does not apply to the potential sale of a manufactured housing community if:

(1) A mortgagee, grantee, or other secured party has foreclosed on the manufactured housing community and the mortgagee, grantee, or secured party is selling the manufactured housing community:

(i) At a foreclosure sale; or

(ii) After purchasing the manufactured housing community at a foreclosure sale;

(2) The community owner is selling the manufactured housing community to:

(i) A family member of the community owner; or

(ii) A trust whose beneficiaries are family members of the community owner;

(3) The community owner is a partnership, limited liability company, or similar business entity and the sale is to one or more of the partners or members of the business entity;

(4) The conveyance of an interest in the manufactured housing community is incidental to the financing of the manufactured housing community;

(5) The sale of the manufactured housing community is between joint tenants or tenants in common;

(6) The sale of the manufactured housing community is a result of the exercise of the power of eminent domain;

(7) The sale of the manufactured housing community involves a merger, recapitalization, or similar transaction where:

(i) At least one community owner prior to the transaction remains a community owner after the transaction; and

(ii) The community owner files an affidavit, recorded in the land records in the county in which the property is located, affirming that the community owner will allow continued use of the land as a manufactured housing community for at least 6 months after the date the transaction is finalized; or

(8) The sale of the manufactured housing community involves:

(i) A like-kind exchange; or

(ii) A sale of more than one home in the community to a single purchaser.

§ 8A–1803. Affidavits; Notice; Opportunity to Purchase

(a) If a community owner receives an offer to purchase the community, acceptance of that offer shall be conditioned on the purchaser filing an affidavit, recorded in the land records in the county in which the property is located, affirming that:

(1) The purchaser will allow continued use of the land as a manufactured housing community for 5 years after the date the purchase is finalized; and

(2) Rent for a lot on the property will not increase by more than 10% per year for the first 3 years after the date the purchase is finalized.

(b) If the purchaser fails to file an affidavit in accordance with subsection (a) of this section, acceptance by the community owner of the offer to purchase the community shall be conditioned on the community owner:

(1) Providing notice of the terms of the offer or the contract that the community owner has conditionally accepted to:

(i) Each homeowner in the manufactured housing community;

(ii) The Department of Housing and Community Development; and

(iii) The appropriate housing agency; and

(2) Providing the homeowners with the opportunity to purchase the manufactured housing community in accordance with § 8A–1804 of this subtitle.

(c) The notice required under subsection (b) of this section shall:

(1) Be posted in a public area of the manufactured housing community;

(2) Be sent by registered or certified mail to the homeowners organization; and

(3) Include the following information:

(i) The price and material terms and conditions of the offer that the community owner has conditionally accepted for the sale of the manufactured housing community with copies of any documents evidencing the price and terms and conditions;

(ii) A statement indicating that the homeowners, through a homeowners organization, may purchase the manufactured housing community by submitting an offer within 60 days of the mailing date of the notice, containing substantially similar material terms to the offer that the community owner has conditionally accepted; and

(iii) The list of organizations and county housing agencies required under § 8A–1804(g) of this subtitle.

(d) The price and terms and conditions stated in the notice to the homeowners must be universal and applicable to all potential buyers and may not be specific to the homeowners or their assignee.

(e) Within 10 days after the date on which the community owner provides notice required under this section, the community owner shall make available to the homeowners organization the same information that the community owner provided or would have provided to other prospective purchasers.

(f) The community owner is not liable to any party to a real estate transaction for a violation of this section.

§ 8A–1804. Offer to Purchase

(a) On notice of the intent to sell a manufactured housing community in accordance with § 8A–1803 of this subtitle, a homeowners organization may offer to purchase the manufactured housing community by:

(1) Providing documentation to the community owner indicating that at least 75% of the members of the homeowners organization who reside in the manufactured housing community, with one vote per home, have voted to purchase the community;

(2) Notifying the community owner of the intent to purchase the manufactured housing community; and

(3) Submitting to the community owner a proposed agreement to purchase the manufactured housing community that includes terms substantially similar to the terms included in the sales notice provided under § 8A–1803 of this subtitle.

(b) The homeowners organization shall send the notice of intent to purchase the manufactured housing community and the proposed agreement required under subsection (a) of this section to the community owner by registered or certified mail.

(c)(1) If the homeowners organization submits a proposed agreement to purchase the manufactured housing community in accordance with subsection (a) of this section within the 60–day period identified in § 8A–1803 of this subtitle, the community owner shall consider the offer in good faith, which shall include a duty not to act to scuttle the proposed agreement, not to arbitrarily or capriciously refuse to proceed with negotiations, and not to engage in misconduct or dishonesty in the negotiations.

(2) After the expiration of the 60 days identified in § 8A–1803 of this subtitle, a community owner may not be required to consider additional offers from the homeowners organization.

(d) If the manufactured housing community owner and the homeowners organization enter into an agreement for the sale of the manufactured housing community, unless the parties agree to an alternative period of time, the homeowners organization shall have not more than 105 days after the date of the agreement to obtain financing and close on the purchase.

(e) If the homeowners organization does not obtain financing for the purchase or the parties fail to close on the purchase within the time period prescribed in subsection (d) of this section, the community owner has complied with the community owner's obligations under this section.

(f) A homeowners organization may assign its rights under this subtitle to a local government, housing authority, nonprofit with expertise relating to housing, or the State or an agency of the State, for the purpose of continuing the use of the property as a manufactured housing community that will provide affordable housing.

(g) The Department of Housing and Community Development shall maintain on its website a list of organizations and county housing agencies available to assist homeowners with financing for the purchase of a manufactured housing community.

§ 8A–1805. Notice of Filing of Affidavit.

A community owner who files an affidavit as required under § 8A–1802(b)(7) of this subtitle or a purchaser who files an affidavit as required under § 8A–1803(a) of this subtitle shall, not more than 30 days after the date of the sale:

(1) Provide notice of the affidavit to each homeowner in the manufactured housing community by first-class mail; and

(2) Post a copy of the affidavit in a public area of the manufactured housing community.

§ 8A–1806. Liability

(a) If a community owner willfully fails to comply with the requirements of this subtitle, the community owner shall be liable to the homeowners organization in the amount of $10,000.

(b) A purchaser who files an affidavit as required under § 8A–1803(a) of this subtitle is liable to the homeowners organization in the amount of $10,000 if the purchaser:

> (1) Closes the manufactured housing community within 5 years after the date the purchase is finalized; or
>
> (2) Increases the rent for a lot on the property by more than 10% per year in the first 3 years after the date the purchase is finalized.

MASSACHUSETTS

Mass. Gen. Laws ch. 140, § 32R

§ 32R. Sale or lease of manufactured housing community; home owners' association; notice; right of first refusal

(a) A manufactured housing community owner shall give notice to each resident of the manufactured housing community of any intention to sell or lease all or part of the land on which the community is located for any purpose. Such notice shall be mailed by certified mail, with a simultaneous copy to the attorney general, the secretary of housing and livable communitiesand the local board of health, within fourteen days after the date on which any advertisement, listing, or public notice is first made that the community is for sale or lease and, in any event, at least forty-five days before the sale or lease occurs; provided, that such notice shall also include notice of tenants' rights under this section.

(b) Before a manufactured housing community may be sold or leased for any purpose that would result in a change of use or discontinuance, the owner shall notify each resident of the community, with a simultaneous copy to the attorney general, secretary of housing and livable communities and the local board of health, by certified mail of any bona fide offer for such a sale or lease that the owner intends to accept. Before any other sale or lease other than leases of single lots to individual residents, the owner shall give each resident such a notice of the offer only if more than fifty percent of the tenants residing in such community or an incorporated home owners' association or group of tenants representing more than fifty percent of the tenants residing in such community notifies the manufactured housing community owner or operator, in writing, that such persons desire to receive information relating to the proposed sale or lease. Any notice of the offer required to be given under this subsection shall include the price, calculated as a single lump sum amount which reflects the present value of any installment payments offered and of any promissory notes offered in lieu of cash payment or, in the case of an offer to rent, the capitalized value of the annual rent and the terms and conditions of the offer.

(c) A group or association of residents representing at least fifty-one percent of the manufactured home owners residing in the community which are entitled to notice under paragraph (b) shall have the right to purchase, in the case of a third party bona fide offer to purchase that the owner intends to accept, or to lease in the case of a third party bona fide offer to lease that the owner intends to accept, the said community for purposes of continuing such use thereof, provided it (1) submits to the owner reasonable evidence that the residents of at least fifty-one percent of the occupied homes in the community have approved the purchase of the community by such group or association, (2) submits to the owner a proposed purchase and sale agreement or lease agreement on substantially equivalent terms and conditions within forty-five days of receipt of notice of the offer made under subsection (b) of this section, (3) obtains a binding commitment for any necessary financing or guarantees within an additional ninety days after execution of the purchase and sale agreement or lease, and (4) closes on such purchase or lease within an additional ninety days after the end of the ninety-day period under clause (3).

No owner shall unreasonably refuse to enter into, or unreasonably delay the execution or closing on a purchase and sale or lease agreement with residents who have made a bona fide offer to meet the price and substantially equivalent terms and conditions of an offer for which notice is required to be given pursuant to paragraph (b). Failure of the residents to submit such a purchase and sale agreement or lease within the first forty-five day period, to obtain a binding commitment for financing within the additional ninety day period or to close on the purchase or lease within the second ninety-day period, shall serve to terminate the rights of such residents to purchase or lease the manufactured housing community. The time periods herein provided may be extended by agreement. Nothing herein shall be construed to require an owner to provide financing to such residents except to the extent such financing would be provided to the third party offeror in the case of a sale or lease for a use which would result in a change of use or discontinuance or to prohibit an owner from requiring such residents who are offering to lease a community to provide a security deposit, not to exceed the lesser of one-year's rent or the amount which would have been required to be provided by the third party offeror, to be kept in escrow for such purposes during the term of the lease. A group or association of residents which has the right to purchase hereunder, at its election, may assign its purchase right hereunder to the city, town, housing authority, or agency of the commonwealth for the purpose of continuing the use of the manufactured housing community.

(d) The right of first refusal created herein shall inure to the residents for the time periods hereinbefore provided, beginning on the date of notice to the residents under paragraph (b). The effective period for such right of first refusal shall obtain separately for each substantially different bona fide offer to purchase or lease the community, and for each offer substantially equivalent to an offer made more than three months prior to the later offer; provided however, that in the case of a substantially equivalent offer made by a prospective buyer who has previously made an offer for which notice to residents was required by said paragraph (b), the right of first refusal shall obtain only if such subsequent offer is made more than six months after the earlier offer. The right of first refusal shall not apply with respect to any offer received by the owner for which a notice is not required pursuant to said paragraph (b). No right of first refusal shall apply to a government taking by eminent domain or negotiated purchase, a forced sale pursuant to a foreclosure by an unrelated third party, transfer by gift, devise or operation of law, or a sale to a person who would be an heir at law if there were to be a death intestate of a manufactured housing community owner.

(e) In any instance where the residents of the manufactured housing community are not the successful purchaser or lessee of such manufactured housing community, the seller or lessor of such community shall provide evidence of compliance with this section by filing an affidavit of compliance with the attorney general, the secretary of housing and livable communities, the local board of health, and the official records of the county where the property is located within seven days of the sale or lease of the community. Any lease of five years or less shall specifically require that such lessee shall not discontinue or change the use of the manufactured housing community during the term of such lease.

(f) In any instance of a sale or lease for which a notice from the owner of the manufactured housing community is not required to be, and is not, given under paragraph (b) and within one year of such sale or lease the new owner or lessee delivers a notice of change of use or discontinuance under paragraph (8) of section thirty-two L, such notice shall provide each tenant in the manufactured housing community with at least four years prior notice of the effective date of the proposed change of use or discontinuance.

MINNESOTA

Minn. Stat. §§ 327C.015, 327C.095, 327C.096, 327C.397

§ 327C.015. Definitions

Subd. 13. Representative acting on behalf of residents. "Representative acting on behalf of residents" means a representative who is authorized to represent residents in the purchase of property for the purposes of this chapter, and has gained that authorization by obtaining the signature of support from at least one resident who is a homeowner-signatory to the home's lot lease agreement as defined by subdivision 14, from at least 51 percent of the occupied homes in a manufactured home park. The signature of a resident who is a signatory to the home's lot lease agreement asserting that they are a resident of that manufactured home park shall be presumptive evidence of the claim that the representative is authorized to act on behalf of the resident and shall be exclusive to only one representative acting on behalf of residents.

§ 327C.095. Park closings

Subd. 1. Conversion of use; minimum notice.

> (a) At least 12 months before the conversion of all or a portion of a manufactured home park to another use, or before closure of a manufactured home park or cessation of use of the land as a manufactured home park, the park owner must prepare a closure statement and provide a copy to the commissioners of health and the housing finance agency, the local planning agency, and a resident of each manufactured home where the residential use is being converted. The closure statement must include the following language in a font no smaller than 14 point: "YOU MAY BE ENTITLED TO COMPENSATION FROM THE MINNESOTA MANUFACTURED HOME RELOCATION TRUST FUND ADMINISTERED BY THE MINNESOTA HOUSING FINANCE AGENCY." A resident may not be required to vacate until 90 days after the conclusion of the public hearing required under subdivision 4. If a lot is available in another section of the park that will continue to be operated as a park, the park owner must allow the resident to relocate the home to that lot unless the home, because of its size or local ordinance, is not compatible with that lot.
>
> (b) Closure statements issued more than 24 months prior to the park closure must contain a closure date. If the closure does not take place within 24 months and the original statement does not contain a closure date, the statement must be reissued to the commissioners of health and the Housing Finance Agency, the local planning agency, and a resident of each manufactured home where the residential use is being converted.

Subd. 2. Notice of hearing; proposed change in land use.

If the planned conversion or cessation of operation requires a variance or zoning change, the local government authority must mail a notice at least ten days before the hearing to a resident of each manufactured home in the park stating the time, place, and purpose of the public hearing. The park owner shall provide the local government authority with a list of the names and addresses of at least one resident of each manufactured home in the park at the time application is made for a variance or zoning change.

Subd. 3. Closure statement.

Upon receipt of the closure statement from the park owner, the local planning agency shall submit the closure statement to the governing body of the local government authority and request the governing body to schedule a public hearing. The local government authority must mail a notice at least ten days before the hearing to a resident of each manufactured home in the park stating the time, place, and purpose of the public hearing. The park owner shall provide the local government authority with a list of the names and addresses of at least one resident of each manufactured home in the park at the time the closure statement is submitted to the local planning agency.

Subd. 4. Public hearing; relocation compensation; neutral third party.

(a) Within 90 days after receiving notice of a closure statement, the governing body of the affected local government authority shall hold a public hearing to review the closure statement and any impact that the park closing may have on the displaced residents and the park owner. At the time of, and in the notice for, the public hearing, displaced residents must be informed that they may be eligible for payments from the Minnesota manufactured home relocation trust fund under section 462A.35 as compensation for reasonable relocation costs under subdivision 13, paragraphs (a) and (e).

(b) The governing body of the local government authority may also require that other parties, including the local government authority, but excluding the park owner or its purchaser, involved in the park closing provide additional compensation to residents to mitigate the adverse financial impact of the park closing upon the residents.

(c) At the public hearing, the local government authority shall appoint a qualified neutral third party, to be agreed upon by both the manufactured home park owner and manufactured home owners, whose hourly cost must be reasonable and paid from the Minnesota manufactured home relocation trust fund. The neutral third party shall act as a paymaster and arbitrator, with decision-making authority to resolve any questions or disputes regarding any contributions or disbursements to and from the Minnesota manufactured home relocation trust fund by either the manufactured home park owner or the manufactured home owners. If the parties cannot agree on a neutral third party, the local government authority shall determine who shall act as the neutral third party.

(d) The qualified neutral third party shall be familiar with manufactured housing and the requirements of this section. The neutral third party shall keep an overall receipts and cost summary together with a detailed accounting, for each manufactured lot, of the payments received by the manufactured home park owner, and expenses approved and payments disbursed to the manufactured home owners, pursuant to subdivisions 12 and 13, as well as a record of all services and hours it provided and at what hourly rate it charged to the Minnesota manufactured home trust fund. This detailed accounting shall be provided to the manufactured home park owner, the municipality, and the Minnesota Housing Finance Agency to be included in its yearly October 15 report as required in subdivision 13, paragraph (h), not later than 30 days after the expiration of the 12-month notice provided in the closure statement.

(e) At the public hearing, the governing body of the local government authority shall determine if any ordinance was in effect on May 26, 2007, that would provide compensation to displaced residents and provide this information to the third party neutral to determine the applicable amount of compensation under subdivision 13, paragraph (f).

Subd. 5. Park conversions.

If the planned cessation of operation is for the purpose of converting the part of the park occupied by the resident to a common interest community pursuant to chapter 515B, the provisions of section 515B.4-111, except subsection (a), shall apply. The nine-month notice required by this section shall state that the cessation is for the purpose of conversion and shall set forth the rights conferred by this subdivision and section 515B.4-111, subsection (b). Not less than 120 days before the end of the nine months, the park owner shall serve upon the resident a form of purchase agreement setting forth the terms of sale contemplated by section 515B.4-111, subsection (d). Service of that form shall operate as the notice described by section 515B.4-111, subsection (a). This subdivision does not apply to the conversion of a manufactured home park to a common interest community:

(1) that is a cooperative incorporated under chapter 308A, 308B, or 308C;

(2) in which at least 90 percent of the cooperative’s members are residents of the park at the time of the conversion; and

(3) that does not require persons who are residents of the park at the time of the conversion to become members of the cooperative.

Subd. 6. Intent to convert use of park at time of purchase.

(a) Before the execution of an agreement to purchase a manufactured home park, the purchaser must notify the park owner, in writing, if the purchaser intends to close the manufactured home park or convert it to another use within one year of the execution of the agreement. If so, the park owner shall provide a resident of each manufactured home with a 45-day written notice of the purchaser’s intent to close the park or convert it to another use and may not enter into a purchase agreement for the sale of the park other than with a representative acting on behalf of residents, until the 45 days have expired. The notice must state that the park owner will promptly provide information on the cash price and the terms and conditions of the purchaser’s offer to residents requesting the information. The notice must be sent by first class mail to a resident of each manufactured home in the park and made available in alternative formats or translations if requested by a resident and the request is a reasonable accommodation due to a disability of an adult resident or because there is not an adult resident who is able to speak the language the notice is provided in. The notice period begins on the postmark date affixed to the notice and ends 45 days after it begins. During the notice period required in this subdivision, a representative acting on behalf of residents shall have the right to make an offer to meet the cash price and to agree to material terms and conditions set forth in the purchaser’s offer and to execute an agreement to purchase the park for the purposes of keeping the park as a manufactured housing community. The park owner must in good faith negotiate a purchase agreement meeting the cash price and the same terms and conditions set forth in the purchaser’s offer except that the seller is not obligated to provide owner financing. For purposes of this section, cash price means the cash price offer or equivalent cash offer as defined in section 500.245, subdivision 1, paragraph (d). The purchase agreement must permit the representative a commercially reasonable due diligence period with access by the representative to all information reasonably necessary to make an informed decision regarding the purchase. The representative may be required to enter into a confidentiality agreement regarding the information.

(b) A representative acting on behalf of residents must provide ten percent of the offer price as earnest money upon gaining the required number of signatures to represent the residents in the purchase of a manufactured home park. The earnest money is refundable after six months; however, the earnest money may become nonrefundable if the representative acting on behalf of residents is unable to complete the purchase, and the original purchaser withdraws the offer during the 45-day period in paragraph (a), and the manufactured home park is sold to another purchaser for a lower price within six months of the notice to residents in paragraph (a), then the park owner will be compensated from the earnest money for the difference between the offer made by the original purchaser and the actual lower purchase price.

(c) In the event of a sale to a representative acting on behalf of residents, the representative must certify to the commissioner of commerce that the property will be preserved as a manufactured home park for ten years from the date of the sale.

Subd. 7. Conversion of use of park after purchase.

If the residents of a manufactured home park have not been provided the written notice of intent to close the park required by subdivision 6, the purchaser may not provide residents with the notice required by subdivision 1 until 12 months after the date of purchase. For purposes of this subdivision, the date of purchase is the date of the transfer of the title to the purchaser.

Subd. 8. [*Repealed*]

Subd. 9. Effect of noncompliance.

If a manufactured home park is finally sold or converted to another use in violation of subdivision 6 or 7, the residents have a right to any remedy provided in section 8.31.

Subd. 10. Exclusion.

Subdivisions 6 and 7 do not apply to:

(1) a conveyance of an interest in a manufactured home park incidental to the financing of the manufactured home park;

(2) a conveyance by a mortgagee subsequent to foreclosure of a mortgage or a deed given in lieu of a foreclosure; or

(3) a purchase of a manufactured home park by a governmental entity under its power of eminent domain.

Subd. 11. Affidavit of compliance.

After a park is sold, a bona fide purchaser acting in good faith may record an affidavit with the county recorder or registrar of titles in the county in which the park is located certifying compliance with subdivision 6 or that subdivision 6 is not applicable. The affidavit may be used as presumptive evidence of compliance.

Subd. 12. Payment to the Minnesota manufactured home relocation trust fund.

(a) If a manufactured home owner is required to move due to the conversion of all or a portion of a manufactured home park to another use, the closure of a park, or cessation of use of the land as a manufactured home park, the manufactured park owner shall, upon the change in use, pay to the Minnesota Housing Finance Agency for deposit in the Minnesota manufactured home relocation trust fund under section 462A.35, the lesser amount of the actual costs of moving or purchasing the manufactured home approved by the neutral third party and paid by the Minnesota Housing Finance Agency under subdivision 13, paragraph (a) or (e), or $3,250 for each single section manufactured home, and $6,000 for each multisection manufactured home, for which a manufactured home owner has made application for payment of relocation costs under subdivision 13, paragraph (c). The manufactured home park owner shall make payments required under this section to the Minnesota manufactured home relocation trust fund within 60 days of receipt of invoice from the neutral third party.

(b) A manufactured home park owner is not required to make the payment prescribed under paragraph (a), nor is a manufactured home owner entitled to compensation under subdivision 13, paragraph (a) or (e), if:

(1) the manufactured home park owner relocates the manufactured home owner to another space in the manufactured home park or to another manufactured home park at the park owner's expense;

(2) the manufactured home owner is vacating the premises and has informed the manufactured home park owner or manager of this prior to the mailing date of the closure statement under subdivision 1;

(3) a manufactured home owner has abandoned the manufactured home, or the manufactured home owner is not current on the monthly lot rental, personal property taxes;

(4) the manufactured home owner has a pending eviction action for nonpayment of lot rental amount under section 327C.09, which was filed against the manufactured home owner prior to the mailing date of the closure statement under subdivision 1, and the writ of recovery has been ordered by the district court;

(5) the conversion of all or a portion of a manufactured home park to another use, the closure of a park, or cessation of use of the land as a manufactured home park is the result of a taking or exercise of the power of eminent domain by a governmental entity or public utility; or

(6) the owner of the manufactured home is not a resident of the manufactured home park, as defined in section 327C.015, subdivision 14; the owner of the manufactured home is a resident, but came to reside in the manufactured home park after the mailing date of the closure statement under subdivision 1; or the owner of the manufactured home has not paid the $15 assessment when due under paragraph (c).

(c) If the unencumbered fund balance in the manufactured home relocation trust fund is less than $2,000,000 as of June 30 of each year, the Minnesota Housing Finance Agency shall assess each manufactured home park owner by mail the total amount of $15 for each licensed lot in their park, payable on or before December 15 of that year. Failure to notify and timely assess the manufactured home park owner by July 31 of any year shall waive the assessment and payment obligations of the manufactured home park owner for that year. Together with said assessment notice, each year the Minnesota Housing Finance Agency shall prepare and distribute to park owners a letter explaining whether funds are being collected for that year, information about the collection, an invoice for all licensed lots, a notice for distribution to the residents, and a sample form for the park owners to collect information on which park residents and lots have been accounted for. In a font no smaller than 14-point, the notice provided by the Minnesota Housing Finance Agency for distribution to residents by the park owner will include the payment deadline of October 31 and the following language: “THIS IS NOT AN OPTIONAL FEE. IF YOU OWN A MANUFACTURED HOME ON A LOT YOU RENT IN A MANUFACTURED HOME PARK, AND YOU RESIDE IN THAT HOME, YOU MUST PAY WHEN PROVIDED NOTICE.” If assessed under this paragraph, the park owner may recoup the cost of the $15 assessment as a lump sum or as a monthly fee of no more than $1.25 collected from park residents together with monthly lot rent as provided in section 327C.03, subdivision 6. If, by September 15, a park owner provides the notice to residents for the $15 lump sum, a park owner may adjust payment for lots in their park that are vacant or otherwise not eligible for contribution to the trust fund under section 327C.095, subdivision 12, paragraph (b), and for park residents who have not paid the $15 assessment when due to the park owner by October 31, and deduct from the assessment accordingly. The Minnesota Housing Finance Agency shall deposit any payments in the Minnesota manufactured home relocation trust fund and maintain an annual record for each manufactured home park of the amount received for that park and the number of deductions made for each of the following reasons: vacant lots, ineligible lots, and uncollected fees.

(d) This subdivision and subdivision 13, paragraph (c), clause (5), are enforceable by the neutral third party, on behalf of the Minnesota Housing Finance Agency, or by action in a court of appropriate jurisdiction. The court may award a prevailing party reasonable attorney fees, court costs, and disbursements.

Subd. 13. Change in use, relocation expenses; payments by park owner.

(a) If a manufactured home owner is required to relocate due to the conversion of all or a portion of a manufactured home park to another use, the closure of a manufactured home park, or cessation of use of the land as a manufactured home park under subdivision 1, and the manufactured home owner complies with the requirements of this section, the manufactured home owner is entitled to payment from the Minnesota manufactured home relocation trust fund equal to the manufactured home owner's actual relocation costs for relocating the manufactured home to a new location within a 50-mile radius of the park that is being closed, up to a maximum of $7,000 for a single-section and $12,500 for a multisection manufactured home. The actual relocation costs must include the reasonable cost of taking down, moving, and setting up the manufactured home, including equipment rental, utility connection and disconnection charges, minor repairs, modifications necessary for transportation of the home, necessary moving permits and insurance, moving costs for any appurtenances, which meet applicable local, state, and federal building and construction codes.

(b) A manufactured home owner is not entitled to compensation under paragraph (a) if the manufactured home park owner is not required to make a payment to the Minnesota manufactured home relocation trust fund under subdivision 12, paragraph (b).

(c) Except as provided in paragraph (e), in order to obtain payment from the Minnesota manufactured home relocation trust fund, the manufactured home owner shall submit to the neutral third party and the Minnesota Housing Finance Agency, with a copy to the park owner, an application for payment, which includes:

(1) a copy of the closure statement under subdivision 1;

(2) a copy of the contract with a moving or towing contractor, which includes the relocation costs for relocating the manufactured home;

(3) a statement with supporting materials of any additional relocation costs as outlined in subdivision 1;

(4) a statement certifying that none of the exceptions to receipt of compensation under subdivision 12, paragraph (b), apply to the manufactured home owner;

(5) a statement from the manufactured park owner that the lot rental is current and that the annual $15 payment to the Minnesota manufactured home relocation trust fund has been paid when due; and

(6) a statement from the county where the manufactured home is located certifying that personal property taxes for the manufactured home are paid through the end of that year.

(d) The neutral third party shall promptly process all payments for completed applications within 14 days. If the neutral third party has acted reasonably and does not approve or deny payment within 45 days after receipt of the information set forth in paragraph (c), the payment is deemed approved. Upon approval and request by the neutral third party, the Minnesota Housing Finance Agency shall issue two checks in equal amount for 50 percent of the contract price payable to the mover and towing contractor for relocating the manufactured home in the amount of the actual relocation cost, plus a check to the home owner for additional certified costs associated with third-party vendors, that were necessary in relocating the manufactured home. The moving or towing contractor shall receive 50 percent upon execution of the contract and 50 percent upon completion of the relocation and approval by the manufactured home owner. The moving or towing contractor may not apply the funds to any other purpose other than relocation of the manufactured home as provided in the contract. A copy of the approval must be forwarded by the neutral third party to the park owner with an invoice for payment of the amount specified in subdivision 12, paragraph (a).

(e) In lieu of collecting a relocation payment from the Minnesota manufactured home relocation trust fund under paragraph (a), the manufactured home owner may collect an amount from the fund after reasonable efforts to relocate the manufactured home have failed due to the age or condition of the manufactured home, or because there are no manufactured home parks willing or able to accept the manufactured home within a 25-mile radius. A manufactured home owner may tender title of the manufactured home in the manufactured home park to the manufactured home park owner, and collect an amount to be determined by an independent appraisal. The appraiser must be agreed to by both the manufactured home park owner and the manufactured home owner. If the appraised market value cannot be determined, the tax market value, averaged over a period of five years, can be used as a substitute. The maximum amount that may be reimbursed under the fund is $8,000 for a single-section and $14,500 for a multisection manufactured home. The minimum amount that may be reimbursed under the fund is $2,000 for a single section and $4,000 for a multisection manufactured home. The manufactured home owner shall deliver to the manufactured home park owner the current certificate of title to the manufactured home duly endorsed by the owner of record, and valid releases of all liens shown on the certificate of title, and a statement from the county where the manufactured home is located evidencing that the personal property taxes have been paid. The manufactured home owner’s application for funds under this paragraph must include a document certifying that the manufactured home cannot be relocated, that the lot rental is current, that the annual $15 payments to the Minnesota manufactured home relocation trust fund have been paid when due, that the manufactured home owner has chosen to tender title under this section, and that the park owner agrees to make a payment to the Minnesota Housing Finance Agency in the amount established in subdivision 12, paragraph (a), less any documented costs submitted to the neutral third party, required for demolition and removal of the home, and any debris or refuse left on the lot, not to exceed $1,500. The manufactured home owner must also provide a copy of the certificate of title endorsed by the owner of record, and certify to the neutral third party, with a copy to the park owner, that none of the exceptions to receipt of compensation under subdivision 12, paragraph (b), clauses (1) to (6), apply to the manufactured home owner, and that the home owner will vacate the home within 60 days after receipt of payment or the date of park closure, whichever is earlier, provided that the monthly lot rent is kept current.

(f) Notwithstanding paragraph (a), the manufactured home owner’s compensation for relocation costs from the fund under section 462A.35, is the greater of the amount provided under this subdivision, or the amount under the local ordinance in effect on May 26, 2007, that is applicable to the manufactured home owner. Nothing in this paragraph is intended to increase the liability of the park owner.

(g) Neither the neutral third party nor the Minnesota Housing Finance Agency shall be liable to any person for recovery if the funds in the Minnesota manufactured home relocation trust fund are insufficient to pay the amounts claimed. The Minnesota Housing Finance Agency shall keep a record of the time and date of its approval of payment to a claimant.

(h)(1) By October 15, 2019, the Minnesota Housing Finance Agency shall post on its website and report to the chairs of the senate Finance Committee and house of representatives Ways and Means Committee on the Minnesota manufactured home relocation trust fund, including the account balance, payments to claimants, the amount of any advances to the fund, the amount of any insufficiencies encountered during the previous calendar year, and any itemized administrative charges or expenses deducted from the trust fund balance. If sufficient funds become available, the Minnesota Housing Finance Agency shall pay the manufactured home owner whose unpaid claim is the earliest by time and date of approval.

(2) Beginning in 2019, the Minnesota Housing Finance Agency shall post on its website and report to the chairs of the senate Finance Committee and house of representatives Ways and Means Committee by October 15 of each year on the Minnesota manufactured home relocation trust fund, including the aggregate account balance, the aggregate assessment payments received, summary information regarding each closed park including the total payments to claimants and payments received from each closed park, the amount of any advances to the fund, the amount of any insufficiencies encountered during the previous fiscal year, reports of neutral third parties provided pursuant to subdivision 4, and any itemized administrative charges or expenses deducted from the trust fund balance, all of which should be reconciled to the previous year's trust fund balance. If sufficient funds become available, the Minnesota Housing Finance Agency shall pay the manufactured home owner whose unpaid claim is the earliest by time and date of approval.

Subd. 14. Payment adjustment for smaller manufactured home parks.

The total contribution to the fund under section 462A.35 paid by the park owner under subdivision 12, paragraph (a), must not exceed 20 percent of the sale price, or if no sale price is available, the assessed value of the manufactured home park, except that if the sale price, or, if there is no sale price, the assessed value, is:

(1) less than $100,000, the manufactured home park owner's contribution to the fund must not exceed five percent of the sale price of the manufactured home park;

(2) less than $200,000, the owner's contribution to the fund must not exceed eight percent of the sale price of the manufactured home park;

(3) less than $300,000, the owner's contribution to the fund must not exceed ten percent of the sale price of the manufactured home park; and

(4) less than $500,000, the owner's contribution to the fund must not exceed 15 percent of the sale price of the manufactured home park.

Subd. 15. Preemption of local ordinances.

Sections 327C.095, subdivisions 1, 4, and 12 to 16; 462A.21, subdivision 31; and 462A.35 preempt and supersede a township, county, or statutory or home rule charter city ordinance relating to the relocation or buyout payments paid due to a change of use or closure of manufactured home communities. A township, county, or statutory or home rule charter city must not adopt an ordinance requiring more compensation by the manufactured home park owners or its purchaser than what is provided for in this statute.

Subd. 16. Reporting of licensed manufactured home parks.

The Department of Health or, if applicable, local units of government that have entered into a delegation of authority agreement with the Department of Health as provided in section 145A.07 shall provide, by March 31 of each year, a list of names and addresses of the manufactured home parks licensed in the previous year, and for each manufactured home park, the current licensed owner, the owner's address, the number of licensed manufactured home lots, and other data as they may request for the Minnesota Housing Finance Agency to invoice each licensed manufactured home park in Minnesota.

§ 327C.096. Notice of sale

When a park owner offers to sell a manufactured home park to the public through advertising in a newspaper or by listing the park with a real estate broker licensed by the department of commerce, the owner must provide concurrent written notice to each resident household in the park that the park is being offered for sale. Written notice provided once within a one-year period satisfies the requirement under this section. The notice provided by the park owner to each resident householddoes not grant any property rights in the park and is for informational purposes only. This section does not apply in the case of a taking by eminent domain, a transfer by a corporation to an affiliate, a transfer by a partnership to one or more of its partners, or a sale or transfer to a person who would be an heir of the owner if the owner were to die intestate.

§ 327C.097 Notice of Unsolicited Sale

Subdivision 1. Definitions.

For the purposes of this section, “nonprofit” means a nonprofit organization under chapter 317A.

Subd. 2. Scope.

This section does not apply to:

(1) a purchase of a manufactured home park by a nonprofit or a representative acting on behalf of residents pursuant to a bona fide offer to purchase the park pursuant to subdivision 4;

(2) a purchase of a manufactured home park by a governmental entity under its powers or threat of eminent domain;

(3) a transfer by a corporation or limited liability company to an affiliate, including any shareholder or member of the transferring corporation; any corporation or entity owned or controlled, directly or indirectly, by the transferring corporation; or any other corporation or entity owned or controlled, directly or indirectly, by any shareholder or member of the transferring corporation;

(4) a transfer by a partnership to any of its partners;

(5) a sale or transfer between or among joint tenants or tenants in common owning a manufactured home park;

(6) an exchange of a manufactured home park for other real property, whether or not such exchange also invoices the payment of cash or boot;

(7) a conveyance of an interest in a manufactured home park incidental to the financing of the manufactured home park;

(8) a conveyance resulting from the foreclosure of a mortgage, cancellation of a contract for deed, or other instrument encumbering a manufactured home park or any deed given in lieu of such foreclosure or cancellation;

(9) a sale or transfer to a person who would be included within the intestate table of descent and distribution of the park owner; or

(10) a park owner who, within the past year, has provided written notice pursuant to section 327C.096.

Subd. 3. Notice of offer.

(a) If a park owner receives an unsolicited bona fide offer to purchase the park that the park owner intends to consider or make a counteroffer to, the park owner’s only obligation shall be to mail a notice to the Minnesota Housing Finance Agency, by certified mail, and to each park resident household, by regular mail. The notice must indicate that the park owner has received an offer that it is considering, and it must disclose the price range and material terms and conditions upon which the park owner would consider selling the park and consider any offer made by a representative acting on behalf of residents or a nonprofit that will become a representative acting on behalf of residents, as provided below. The park owner shall be under no obligation either to sell to the nonprofit or representative acting on behalf of residents or to interrupt or delay other negotiations and shall be free to execute a purchase agreement or contract for the sale of the park to a party or parties other than the representative acting on behalf of residents. Substantial compliance with the notice requirement in this paragraph shall be deemed sufficient.

(b) The Minnesota Housing Finance Agency must, within five days of receipt of the notice required under paragraph (a), distribute a copy of the notice to any representative acting on behalf of residents and to any nonprofits that register with the agency to receive such notices. The agency shall make a list of any representatives acting on behalf of residents and any registered nonprofits publicly available on its website.

Subd. 4. Unsolicited offer.

Nothing contained in this section or section 327C.096 shall prevent a representative acting on behalf of residents or a nonprofit from making an unsolicited bona fide offer to purchase the manufactured home park to the park owner at any time.

MONTANA

Mont. Code Ann. §§ 15-31-163, 15-30-2110

§ 15-31-163. Capital gain exclusion from sale of mobile home park (effective until January 1, 2023)

(1) Any capital gains income realized from the sale or exchange of a mobile home park as defined in 70-33-103 is excluded from adjusted gross income or gross income under chapter 30 or 31.

(2) To qualify for the exclusion under this section, the sale must be made to:

(a) a tenants' association or a mobile home park residents' association;

(b) a nonprofit organization under section 501(c)(3) of the Internal Revenue Code that purchases a mobile home park on behalf of tenants' association or mobile home park residents' association;

(c) a county housing authority created under Title 7, chapter 15, part 21; or

(d) a municipal housing authority created under Title 7, chapter 15, parts 44 and 45.

(3) A corporation, an individual, a partnership, an S. corporation, or a disregarded entity qualifies for the exclusion under this section. If the exclusion allowed under this section is taken by a partnership, an S. corporation, or a disregarded entity, the exclusion must be attributed to shareholders, partners, or other owners using the same proportion used to report the partnership's, S. corporation's, or disregarded entity's income or loss for Montana income tax purposes.

(4) For the purpose of this section, "tenants' association" or "mobile home park residents' association" means a group of six or more tenants who reside in a mobile home park, have organized for the purpose of eventual purchase of the mobile home park, have established bylaws of the association, and have obtained the approval by vote of at least 51% of the residents of the mobile home park to purchase the mobile home park.

(5) Property subject to an income or corporate tax exclusion under this section is not eligible for a property tax exemption under Title 15, chapter 6, part 2, while the property is used as a mobile home park.

Text effective after January 1, 2024:

(1) Any capital gains income realized from the sale or exchange of a mobile home park as defined in 70-33-103 is excluded from Montana taxable income or gross income under chapter 30 or 31.

(2) To qualify for the exclusion under this section, the sale must be made to:

> (a) a tenants' association or a mobile home park residents' association;
>
> (b) a nonprofit organization under section 501(c)(3) of the Internal Revenue Code that purchases a mobile home park on behalf of tenants' association or mobile home park residents' association;
>
> (c) a county housing authority created under Title 7, chapter 15, part 21; or
>
> (d) a municipal housing authority created under Title 7, chapter 15, parts 44 and 45.

(3) A corporation, an individual, a partnership, an S. corporation, or a disregarded entity qualifies for the exclusion under this section. If the exclusion allowed under this section is taken by a partnership, an S. corporation, or a disregarded entity, the exclusion must be attributed to shareholders, partners, or other owners using the same proportion used to report the partnership's, S. corporation's, or disregarded entity's income or loss for Montana income tax purposes.

(4) For the purpose of this section, "tenants' association" or "mobile home park residents' association" means a group of six or more tenants who reside in a mobile home park, have organized for the purpose of eventual purchase of the mobile home park, have established bylaws of the association, and have obtained the approval by vote of at least 51% of the residents of the mobile home park to purchase the mobile home park.

(5) Property subject to an income or corporate tax exclusion under this section is not eligible for a property tax exemption under Title 15, chapter 6, part 2, while the property is used as a mobile home park.

§ 15-30-2110. Adjusted gross income (valid until January 1, 2024; see Mont. Laws 2021, ch. 503, § 65)

* * * *

(2) Notwithstanding the provisions of the Internal Revenue Code, adjusted gross income does not include the following, which are exempt from taxation under this chapter:

* * * *

> (r) the amount of the gain recognized from the sale or exchange of a mobile home park as provided in [15-31-163].

NEVADA

Nev. Rev. Stat. §§ 118B.173, 118B.177, 118B.180, 118B.183

§ 118B.173. Notice of listing of park for sale; entitlement to notice

1. Any landlord who lists a manufactured home park or any part of a manufactured home park for sale with a licensed real estate broker shall, not less than 10 days nor more than 30 days before listing the park for sale, mail written notice of that listing to any association of tenants of the park that requested the

notice. A landlord is not required to provide notice of a listing for sale that is not initiated by the owner of the park or his authorized agent.

2. To receive the notice required by subsection 1, an association of tenants of a manufactured home park shall:

(a) Submit to the landlord a written request for that notice;

(b) Furnish the landlord with a written list of the names and addresses of three members of the association; and

(c) Give written notice to the landlord that the tenants of the park are interested in buying the park and renew that notice at least once each year after the initial notice.

3. The provisions of this section do not apply to a corporate cooperative park.

§ 118B.180. Obligations of landlord for conversion of park into lots: Notices; offers to sell lots; Financial liability; resident impact statement

1. A landlord may convert an existing manufactured home park into individual manufactured home lots for sale to manufactured home owners if the change is approved by the appropriate local zoning board, planning commission or governing body. In addition to any other reasons, a landlord may apply for such approval if the landlord is forced to close the manufactured home park because of a valid order of a state or local governmental agency or court requiring the closure of the manufactured home park for health or safety reasons.

2. The landlord may undertake a conversion pursuant to this section only if:

(a) The landlord gives notice in writing to the Division and each tenant within 5 days after the landlord files his or her application for the change in land use with the local zoning board, planning commission or governing body;

(b) The landlord offers, in writing, to sell the lot to the tenant at the same price the lot will be offered to the public and holds that offer open for at least 90 days or until the landlord receives a written rejection of the offer from the tenant, whichever occurs earlier;

(c) The landlord does not sell the lot to a person other than the tenant for 90 days after the termination of the offer required pursuant to paragraph (b) at a price or on terms that are more favorable than the price or terms offered to the tenant;

(d) If a tenant does not exercise his or her option to purchase the lot pursuant to paragraph (b), the landlord pays:

(1) The cost of moving the tenant's manufactured home and its appurtenances to a comparable location in this State or another state within 150 miles from the manufactured home park; or

(2) If the new location is more than 150 miles from the manufactured home park, the cost of moving the manufactured home for the first 150 miles, including fees for inspection, any deposits for connecting utilities and the cost of taking down, moving, setting up and leveling his or her manufactured home and its appurtenances in the new lot or park;

(e) After the landlord is granted final approval of the change by the appropriate local zoning board, planning commission or governing body, notice in writing is served on each tenant in the manner provided in NRS 40.280, giving the tenant at least 180 days after the date of the notice before the tenant is required to move his or her manufactured home from the lot; and

(f) The landlord complies with the provisions of NRS 118B.184 concerning the submission of a resident impact statement.

3. At the time of providing notice of the conversion of the park pursuant to this section, a landlord shall provide to each tenant:

(a) The address and telephone number of the Division;

(b) Any list published by the Division setting forth the names of licensed transporters of manufactured homes approved by the Division; and

(c) Any list published by the Division setting forth the names of mobile home parks within 150 miles that have reported having vacant spaces.

4. If the landlord is unable to move a shed, due to its physical condition, that belongs to a tenant who has elected to have the landlord move his or her manufactured home, the landlord shall pay the tenant $250 as reimbursement for the shed. Each tenant may receive only one payment of $250 even if more than one shed is owned by the tenant.

5. If a tenant chooses not to move the manufactured home, the manufactured home cannot be moved without being structurally damaged or there is no manufactured home park within 150 miles that is willing to accept the manufactured home, the landlord:

(a) May remove and dispose of the manufactured home; and

(b) Shall pay to the tenant the fair market value of the manufactured home.

6. Notice sent pursuant to paragraph (a) of subsection 2 or an offer to sell a manufactured home lot to a tenant required pursuant to paragraph (b) of subsection 2 does not constitute notice of termination of the tenancy.

7. Upon the sale of a manufactured home lot and a manufactured home which is situated on that lot, the landlord shall indicate what portion of the purchase price is for the manufactured home lot and what portion is for the manufactured home.

8. For the purposes of this section, the fair market value of a manufactured home must be determined as follows:

(a) A dealer licensed pursuant to chapter 489 of NRS who is a certified appraiser and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(b) If there are insufficient dealers licensed pursuant to chapter 489 of NRS who are certified appraisers available for the purposes of paragraph (a), a person who possesses the qualifications pursuant to the Appraiser Qualifications for Manufactured Homes Classified as Personal Property as set forth in section 8-3 of Valuation Analysis for Single Family One- to Four-Unit Dwellings, HUD Directive Number 4150.2 CHG-1, of the United States Department of Housing and Urban Development, and who is selected jointly by the landlord or his or her agent and the tenant shall make the determination.

(c) If there are insufficient persons available for the purposes of paragraphs (a) and (b) or if the landlord or his or her agent and the tenant cannot agree pursuant to paragraphs (a) and (b), the landlord or his or her agent or the tenant may request the Administrator to, and the Administrator shall, appoint a dealer licensed pursuant to chapter 489 of NRS or a certified appraiser who shall make the determination.

9. The landlord shall pay the costs associated with determining the fair market value of a manufactured home and the cost of removing and disposing of a manufactured home pursuant to subsection 5.

10. The provisions of this section do not apply to a corporate cooperative park.

NEW HAMPSHIRE

N.H. Rev. Stat. Ann. §§ 205-A:21, 205-A:22, 205-A:23, 205-A:24

§ 205-A:21. Notice required before sale

I. No manufactured housing park owner shall make a final unconditional acceptance of any offer for the sale or transfer of a manufactured housing park without first giving 60 days' notice:

(a) To each tenant:

(1) That the owner intends to sell the manufactured housing park; and

(2) Of the price, terms and conditions of an acceptable offer the park owner has received to sell the park or the price, terms and conditions for which the park owner intends to sell the park. This notice shall include a copy of the signed written offer which sets forth a description of the property to be purchased and the price, terms and conditions of the acceptable offer.

(b) To the New Hampshire housing finance authority and the New Hampshire Manufactured Housing Association, excluding price terms and conditions of the offer, that the owner intends to sell the manufactured housing park.

II. During the notice period required under paragraph I, the manufactured housing park owner shall consider any offer received from the tenants or a tenants' association, if any, and the owner shall negotiate in good faith with the tenants concerning a potential purchase. If during the notice period, the tenants decide to make an offer to purchase the manufactured housing park, such offer shall be evidenced by a purchase and sale agreement; however, the tenants shall have a reasonable time beyond the 60-day period, if necessary, to obtain financing for the purchase.

III. The notice required by paragraph I shall be served by certified mail, return receipt requested, to each tenant at such tenant's abode and to the New Hampshire housing finance authority at its main office and the New Hampshire Manufactured Housing Association at its main office, excluding price terms and conditions of the offer. A receipt from the United States Postal Service that is signed by any adult member of the household to which it was mailed, or a notation on the letter that the letter was refused by any adult member of the tenant household, or that the addressee no longer resides there, or that the letter was returned to the post office unclaimed, shall constitute a conclusive presumption that service was made in any court action in this state. A receipt from the United States Postal Service that is signed by an employee of the New Hampshire housing finance authority or an employee of the New Hampshire Manufactured Housing Association shall constitute a conclusive presumption that service was made on the authority in any court action in this state.

IV. Any organization that assists a tenants' association shall send each tenant or home a certified letter or a verified hand-delivered letter detailing the agreed upon terms of any final proposal to purchase a manufactured housing park. Terms shall include mortgage terms, land rent per homeowner, and other costs or fees. Such letter shall include a form to request an absentee vote for or against the purchase of the park. No household shall be charged a tenants' association joining fee of more than $5 to vote either by absentee or in person. The absentee form shall be verifiable and secure. Any organization assisting a tenants' organization in a purchase shall provide a secure and verifiable mechanism to count the vote. A simple majority of members of the association or cooperative voting either absentee or in person shall constitute qualification to move forward with purchase of the manufactured housing park.

V. No resident owned manufactured housing park shall charge a non-member more than $25 additional rent over the member lot rent.

§ 205-A:22. Penalty

I. The owner of a manufactured housing park who sells or transfers a park and willfully fails to comply with RSA 205-A:21 shall be liable to the tenants in the amount of $10,000 or 10 percent of the total sales price. The total of damages to all tenants, in the aggregate, shall not exceed $10,000 or 10 percent, whichever is greater, of the total sales price. This civil penalty shall constitute the sole and exclusive remedy for violation of RSA 205-A:21 and the failure by a park owner to comply with said section shall not affect the validity of any sale or transfer of title nor shall such noncompliance constitute grounds to set aside a sale or transfer in any court proceedings. Nothing in this section shall be deemed to permit a tenant to attach the real estate for the penalty established by this section.

II. Lack of knowledge of this section by a park owner shall not be deemed to be a defense to an action for damages based on failure to comply with RSA 205-A:21, I.

§ 205-A:23. Exceptions

Notwithstanding the provisions of RSA 205-A:21, the owner of a manufactured housing park shall not be required to give notice to the tenants if:

I. A bank, mortgage company, or any other mortgagee has foreclosed on the park and said mortgagee:

(a) Is selling the park at a foreclosure sale; or

(b) Is selling the park after having purchased the park at a foreclosure sale.

II. The sale or transfer is to a family member of the owner or to a trust, the beneficiaries of which are family members of the owner.

III. The sale or transfer is by a partnership to one or more of its partners.

IV. The conveyance of an interest in the park is incidental to the financing of such park.

V. The sale or transfer is between joint tenants or tenants in common.

VI. The sale is pursuant to eminent domain.

§ 205-A:24. Affidavit of compliance

I. A park owner may, as shall be appropriate under the circumstances, record in the registry of deeds of the county in which the park is located an affidavit in which the park owner certifies that:

(a) The park owner has complied with the requirements of RSA 205-A:21.

(b) The sale or transfer of the park is exempted from this chapter pursuant to RSA 205-A:23.

II. Any party acquiring an interest in a manufactured housing park, and any and all title insurance companies and attorneys preparing, furnishing, or examining any evidence of title, shall have the absolute right to rely on the truth and accuracy of all statements appearing in such affidavit, and shall be under no obligation to inquire further as to any matter or fact relating to the park owner's compliance with the provisions of this section. It is the purpose and intention of this paragraph to preserve the marketability of title to manufactured housing parks, and, accordingly, the provisions hereof shall be liberally construed in order that all persons may rely on the record title to manufactured housing parks.

NEW JERSEY

N.J. Stat. Ann. §§ 46:8C-11, 46:8C-12, 46:8C-13, 46:8C-14, 46:8C-15, 46:8C-16, 46:8C-21 (West)

§ 46:8C-11. Landowner to notify homeowners' association of offer to sell; right of purchase

a. If a private residential leasehold community landowner offers private residential leasehold community land for sale, he shall notify the board of directors of the homeowners' association created pursuant to this act of his offer, stating the price and the terms and conditions of sale.

b. The affected homeowners, by and through an association duly formed in accordance with section 6 of this act, [§ 46:86-15] shall have the right to purchase such land, provided two-thirds of the unit owners in the private residential leasehold community have approved the purchase, and further provided that the homeowners meet the price and terms and conditions of the private residential leasehold community landowner by executing a contract with the landowner within 45 days of being notified under subsection a., except as an extension of time may be mutually agreed upon by the landowner and the association; provided, however, that if there is no homeowners' association at the time a private residential leasehold community landowner offers private residential leasehold community land for sale and the landowner notifies homeowners individually as required under subsection b. of section 6 of this act, the period within which the terms and conditions of the private residential leasehold community landowner may be met by execution of a contract between the landowner and a homeowners' association shall be 60 days from the date of the notification of individual homeowners and at any time after notification to the landowner that a homeowners' association has been formed, in accordance with the provisions of subsection a. of section 7 of this act. [§ 46:8C-16] If a contract between the landowner and the association is not executed within that extension period, then, unless the landowner thereafter elects to offer the land at the same price or at a lower price than specified in his notice to the directors or trustees of the association, he shall have no further obligations under this subsection, and his only obligation shall be as set forth in section 3 of this act. [§ 46:8C-12]

c. If the landowner thereafter elects to offer the land at the same price or at a lower price than specified in his notice to the directors or trustees of the association pursuant to subsection a. of this section, the homeowners, by and through the association, shall have an additional 10 days after receipt of that offer to meet the price and terms of conditions of the landowner by executing a contract; provided, however, that if more than three months have elapsed since the receipt by the homeowners' association of the previous offer to sell the land under this subsection, the association shall have 30 days after receipt of the subsequent offer to meet the price and terms of conditions of the landowner by executing a contract.

§ 46:8C-12. Notification by private residential leasehold community landowner of receipt of bona fide offer to purchase; negotiation committee; consent required to constitute contract of sale

a. If a private residential leasehold community landowner receives a bona fide offer to purchase the land that he intends to consider or make a counter-offer to, he shall notify the directors or trustees of the homeowners' association within 10 business days of receiving the offer, if such an association has been formed in accordance with the provisions of sections 6 through 8 of this act [§§ 46:8C-15 to 46:8C-17], that he has received the offer. If a homeowners' association has not been formed, the landowner shall, within 10 business days, notify individual homeowners as required under section 6 of this act. The landowner shall not conclude any agreement to sell the land until after the 30 day period therein specified has elapsed.

b. Upon receipt of such notice the board of directors or trustees of the homeowners' association shall appoint from among its members a committee, not exceeding three persons, who may be assisted by such legal and other professional and technical counsel as the board may provide, to receive from the landowner the price and terms of the offer that has been made, and to negotiate the terms upon which the landowner would be willing to sell the private residential leasehold community land to the homeowners' association. Members and assistants to the committee shall be pledged to maintain in confidence any information disclosed to them by the landowner in the course of such negotiations. If any such member or assistant fails to maintain that confidence, the landowner may bring an appropriate action at law for damages or seek an appropriate equitable remedy.

c. Not later than the 30th day next following its receipt of offering terms pursuant to subsection b. of this section, or following a period of extension agreed to by the committee and the landowner, the committee appointed pursuant to subsection b. of this section shall report to the board of directors or trustees of the homeowners' association the price and other material terms upon which the private residential leasehold community landowner has agreed to sell the private residential leasehold community land to the association. In the absence of any agreement between the landowner and the committee, the landowner shall be deemed to agree to such sale upon the identical terms communicated by him to the committee pursuant to subsection a. of this section. The report of the committee shall include such supporting data and documentation as the committee and the landowner have agreed upon to be so submitted and authorized to be disclosed. The price and other terms so agreed upon and reported shall be binding upon the landowner for 10 days next following the submission of the committee's report, and if agreed to by the board of directors or trustees of the homeowners' association and consented to by two-thirds of the homeowners in that private residential leasehold community land shall constitute a contract of sale.

d. During the period provided for negotiations and for consideration by the association's board of directors or trustees under subsection c. of this section the landowner shall not conclude any agreement for sale of the private residential leasehold community land to any other party, but may negotiate with any other party as to terms and conditions of such an agreement, contingent upon the failure or refusal of the homeowners to exercise their prior right of purchase under this act.

§ 46:8C-13. Sales or transfers not subject to §§ 46:8C-11 and 46:8C-12

The provisions of sections 2 and 3 of this act [§§ 46:8C-11 and 46:8C-12] shall not apply to:

a. Any sale or transfer of the property of a private residential leasehold community which is not made in contemplation of changing that property to a use or uses other than as a private residential leasehold community.

b. Any sale or transfer to a person who would be included within the table of descent and distribution if the landowner were to die intestate.

c. Any transfer by gift, devise, or operation of law.

d. Any transfer by a corporation to an affiliate. As used herein, "affiliate" means (1) any shareholder exercising control, or control through attribution as defined under section 318 of the Internal Revenue Code, of the transferring corporation; (2) any corporation or entity owned or controlled, directly or indirectly, by the transferring corporation; or (3) any other corporation or entity owned or controlled, directly or indirectly, by any shareholder of the transferring corporation. For the purposes of this subsection, control shall mean control as defined in section 304 of the Internal Revenue Code.

e. Any transfer by a partnership to any of its partners, whether general partners or limited partners, or partners or individuals to a corporation where the control of the corporation is substantially the same.

f. Any conveyance of an interest in a private residential leasehold community incidental to the financing of that community.

g. Any conveyance resulting from the foreclosure of a mortgage, deed of trust, or other instrument encumbering a private residential leasehold community, or any deed given in lieu of such foreclosure.

h. Any sale or transfer between or among joint tenants or tenants in common owning a private residential leasehold community.

i. The purchase of land of a private residential leasehold community by a governmental entity under its powers of eminent domain.

j. Any sale which occurs as a result of a condominium or cooperative conversion.

k. Any sale of real estate owned by the private residential leasehold community landowner which is adjacent to the private residential leasehold community land, but does not have appurtenant to it private residential leasehold sites or spaces or related recreational facilities.

§ 46:8C-14. Affidavit of compliance required to accompany application to transfer title of private residential leasehold community land

In addition to other prerequisites for recording, no deed evidencing transfer of title to a private residential leasehold community land shall be recorded in the office of any county recording officer unless, accompanying the application to transfer the title is an affidavit annexed thereto in which the owner of the private residential leasehold community certifies:

a. with reference to an offer by him for the sale of the land, he has complied with the provisions of section 2 of this act; or

b. with reference to an offer received by him for the purchase of the land, or with reference to a counter-offer which he has made or intends to make to such an offer, he has complied with the provisions of section 3 of this act;2 or

c. notwithstanding his compliance with section 2 or 3 of this act, as applicable, no contract has been executed for the sale of the land between himself and the homeowners' association; or

d. the provisions of sections 2 and 3 of this act are not applicable to a particular sale or transfer of the land by him, and compliance therewith is not required; or

e. a particular sale or transfer of the land is exempted from the provisions of sections 2 through 5 of this act.

§ 46:8C-15. Private residential leasehold community homeowners' association; establishment; voting; formation after receipt of notice of intent to sell

a. In order to exercise the rights provided in sections 2 and 3 of this act [§§ 46:8C-11 and 46:8C-12], the owners of homes in a private residential leasehold community shall form an association in compliance with this section and sections 7 and 8 of this act [§§ 46:8C-16 and 46:8C-17]. Such an association shall be organized as a corporation or association either for profit or not for profit, upon the consent, in writing, of two-thirds of the owners of homes in the community to become members or shareholders therein. For the purposes of this act, whenever the consent of homeowners is required on any question, there shall be counted only one vote for each dwelling unit. Upon consent by two-thirds of the homeowners, all consenting homeowners shall become members of the association and shall be bound by the provisions of the articles of incorporation, the bylaws of the association, and such restrictions as may be properly promulgated pursuant thereto. Upon incorporation and service of the notice described in section 7 of this act, the association shall become the representative of the homeowners in all matters relating to the provisions of this act.

b. If at the time when a landowner determines to offer private residential leasehold community land for sale, or receives a bona fide offer from a prospective purchaser, there is no homeowners' association then in being in the private residential leasehold community, the landowner shall, at least 15 days before proceeding to make such offer of sale, or within 10 business days of receiving such a bona fide offer, as the case may be, notify in writing each owner of a home within the private residential leasehold community that he intends doing so. If, after receipt of such individual notices and within the period fixed by subsection b. of section 2 of this act for execution of a contract, a homeowners' association is formed pursuant to this act, the association so formed shall exercise and perform all the rights, duties and functions provided in this act on and from the day on which notification is made to the private residential leasehold community landowner pursuant to section 7 of this act.

§ 46:8C-16. Notice to landowner of establishment of homeowners' association; filing of notice of rights with county clerk

a. Upon receipt of its certificate of incorporation, or, if the homeowners' association does not incorporate, upon its establishment, the homeowners' association shall notify the landowner in writing of such incorporation, or establishment, as appropriate, and shall advise the landowner of the names and addresses of the officers of the homeowners' association by personal delivery upon the landowner or by certified mail, return receipt requested.

b. The homeowners' association shall file with the clerk of the county in which the private residential leasehold community is located a notice of its rights under sections 2 and 3 of this act [§§ 46:8C-11 and 46:8C-12]. The notice shall contain the name of the association, the name of the landowner, and the address or legal description of the land. Within 10 days of the recording of the notice, the association shall provide a copy of the recorded notice to the landowner, at the address provided by the landowner, by certified mail, return receipt requested.

§ 46:8C-21. No action by state or local governments on application for variance without determination of existence of alternative relocation facilities

No agency of municipal, county or State government, or of any agency or instrumentality thereof, shall approve or take any other final action upon any application for a variance which would result in the removal of homes or relocation of homeowners residing in a private residential leasehold community, without first determining that adequate private residential facilities and circumstances exist for the relocation of those homeowners.

NEW YORK

N.Y. Real. Prop. Law § 233-a. Sale of manufactured home parks (effective April 22, 2024)

1. Whenever used in this section:

> (a) The term "notify" shall mean the placing of a notice in the United States mail, addressed to the officers of the manufactured homeowners' association or the manufactured home park owner by certified mail, return receipt requested, or personal delivery upon the officers of the manufactured homeowners' association, or if no manufactured homeowners' association exists, upon all manufactured homeowners in the manufactured home park or the manufactured home park owner. Each such notice shall be deemed to have been given upon the deposit of the notice in the United States mail or upon receipt of personal delivery.
>
> (b) The term "manufactured homeowners' association", whether incorporated or not, shall mean an association greater than fifty percent of all manufactured homeowners within the manufactured home park, who shall have given written consent to forming a manufactured homeowners' association, and which association has notified the park owner of its establishment and has provided to the park owner the names and addresses of the officers of such association. The provisions of section two hundred twenty-three-b of this article shall apply to the formation of a manufactured homeowners' association.

2. If a manufactured home park owner takes any action to market or offer the park for sale, or receives a bona fide offer to purchase a manufactured home park that such manufactured home park owner intends to accept or respond to with a counteroffer, a manufactured home park owner shall include a notice stating that such acceptance or counteroffer shall be subject to the right of the homeowners of the manufactured home park to purchase the manufactured home park pursuant to this subdivision. Notwithstanding any provision of law or agreement to the contrary, every agreement to purchase a manufactured home park by a prospective purchaser of a manufactured home park shall be subject to the right of the homeowners of the manufactured home park to purchase the manufactured home park pursuant to this subdivision.

3. (a) If a manufactured home park owner receives a bona fide offer to purchase a manufactured home park that such manufactured home park owner intends to accept or respond to with a counteroffer, such manufactured home park owner shall notify:

(i) the officers of the manufactured homeowners' association within such park of all the terms thereof; provided that the park owner has been notified of the establishment of a manufactured homeowners' association and been provided with the names and addresses of the officers of such association; or

(ii) if no homeowners' association exists, all manufactured homeowners in the manufactured home park; and

(iii) the commissioner of housing and community renewal.

(b) The manufactured home park owner's notification shall state:

(i) the price;

(ii) the material terms and conditions of sale upon which such manufactured home park owner would sell the park;

(iii) that the manufactured homeowners have the right to organize a manufactured homeowners' association or a manufactured homeowners' cooperative for the park;

(iv) that purchase financing may be available through the New York state homes and community renewal; and

(v) that the manufactured homeowners' association, a cooperative, or manufactured home owners or tenants have one hundred forty days to exercise their right to purchase the park in accordance with this section.

(c)(i) If a manufactured homeowners' association exists at the time of the offer, the association shall, within sixty days of receipt of notice from the park owner, deliver to the park owner a notice of intent to make an offer to purchase the park. If such notice is not delivered within the sixty days, the park owner has no further obligation under this section.

(ii) If the manufactured homeowners' association delivers such intent to the park owner as required by subparagraph (i) of this paragraph, the association shall have the right to purchase the park; provided that the association shall have delivered to the manufactured home park owner an executed offer to purchase which meets the identical price, terms, and conditions of the offer or counteroffer provided in the notice of the manufactured home park owner within one hundred forty days of receipt of notice from the manufactured home park owner, unless otherwise agreed to in writing. During this time period, the park owner shall not accept a final unconditional offer to purchase the park.

(iii) If an offer to purchase by the association is not delivered within such one hundred forty day period, then, unless the park owner thereafter elects to offer to sell the park at a price lower than the price specified in the notice to the homeowners' association or at terms substantially different from those presented to the association, the park owner has no further obligations under this section.

(iv) If the park owner, after such one hundred forty day period, elects to offer to sell the park at a price lower than the price specified in the notice given or at terms substantially different from those previously presented to the association, then the association shall be entitled to notice thereof and shall have an additional thirty days after receipt of notice of the revised terms to deliver to the park owner an executed offer to purchase which meets the revised price, terms, and conditions as presented by the park owner.

(d)(i) If there is no existing homeowners' association at the time of the offer, the homeowners shall, within sixty days of receipt of notice from the park owner, deliver to the park owner a notice of intent to make an offer to purchase the park. Such notice must be signed by greater than fifty percent of all the manufactured home owners within the manufactured home park. If such notice is not delivered within the sixty days, the park owner has no further obligation under this section. If such notice is properly provided within sixty days, the homeowners shall have the right to purchase the park; provided the following conditions are met:

(A) The manufactured homeowners shall have the right to form a manufactured homeowners' association, whether incorporated or not.

(B) Such homeowners' association shall include greater than fifty percent of all manufactured homeowners, who shall have given written consent to forming a manufactured homeowners' association. The provisions of section two hundred twenty-three-b of this article shall apply to the formation of a manufactured homeowners' association.

(C) The association, acting through its officers, shall have given notice to the park owner of its formation, the names and addresses of its officers, and delivered an executed offer to purchase the park at the identical price, terms, and conditions of the offer presented in the notification given by the park owner within one hundred forty days of receipt of notice from the park owner, unless otherwise agreed to in writing. During this time period, the park owner shall not accept a final unconditional offer to purchase the park;

(ii) If the homeowners fail to form a manufactured homeowners' association, or if upon the formation of a manufactured homeowners' association, the association does not deliver an executed offer to purchase as set forth in paragraph (a) of this subdivision within the one hundred forty day period, then, unless the park owner elects to offer the park at a price lower than the price specified in the notice previously presented to the homeowners, the park owner has no further obligation under this section; and

(iii) If the park owner thereafter elects to sell the park at a price lower than the price specified in the notice to the homeowners or at terms substantially different from those previously presented, then the association shall have an additional thirty days after receipt of notice of the revised terms to deliver to the park owner an executed offer to purchase which meets the revised price, terms, and conditions as presented by the park owner.

4. This section does not apply to:

(a) Any conveyance of an interest in a manufactured home park incidental to the financing of such manufactured home park.

(b) The purchase of a manufactured home park by a governmental entity under its powers of eminent domain.

5. Nothing in this section shall be construed to compel the manufactured home park owner to divide the land and sell it to individual manufactured homeowners.

OREGON

Or. Rev. Stat. §§ 90.842, 90.844, 90.846, 90.848, 90.849, 90.850, 90.800, 316.791, 456.579, 456.581

§ 90.842. Interest in sale of facility; notice to tenants and Housing and Community Services Department

(1) An owner of a facility shall give written notice of the owner's interest in selling the facility before the owner markets the facility for sale or when the owner receives an offer to purchase that the owner intends to consider, whichever occurs first.

(2) The owner shall give the notice required by subsection (1) of this section to:

(a) All tenants of the facility; or

(b) A tenants committee, if there is an existing committee of tenants formed for purposes including the purchase of the facility and with which the owner has met in the 12-month period immediately before delivery of the notice.

(3) The owner shall also give the notice required by subsection (1) of this section to the Housing and Community Services Department in the manner prescribed by the department by rule.

(4) The notice must include the following:

(a) The owner is considering selling the facility.

(b) The tenants, through a tenants committee, have an opportunity to compete to purchase the facility.

(c) In order to compete to purchase the facility, within 15 days after delivery of the notice, the tenants must form or identify a single tenants committee for the purpose of purchasing the facility and notify the owner in writing of:

(A) The tenants' interest in competing to purchase the facility; and

(B) The name and contact information of the representative of the tenants committee with whom the owner may communicate about the purchase.

(d) The representative of the tenants committee may request financial information described in ORS 90.844 (2) from the owner within the 15-day period.

(e) Information about purchasing a facility is available from the Housing and Community Services Department.

§ 90.844. Tenant choice to compete to purchase facility; notice to owner; financial information; required tenant actions

(1) Within 15 days after delivery of the notice described in ORS 90.842, if the tenants choose to compete to purchase the facility in which the tenants reside, the tenants must notify the owner in writing of:

(a) The tenants' interest in competing to purchase the facility;

(b) The formation or identification of a single tenants committee formed for the purpose of purchasing the facility; and

(c) The name and contact information of the representative of the tenants committee with whom the owner may communicate about the purchase.

(2) During the 15-day period, in order to perform a due diligence evaluation of the opportunity to compete to purchase the facility, the representative of the tenants committee may make a written request for the kind of financial information that a seller of a facility would customarily provide to a prospective purchaser.

(3) Of the financial information described in subsection (2) of this section, the owner shall provide the following information within 14 days after delivery of the request by the tenants committee for the information:

(a) The asking price, if any, for the facility;

(b) The total income collected from the facility and related profit centers, including storage and laundry, in the calendar year before delivery of the notice required by ORS 90.842;

(c) The total operating expenses for the facility paid by the owner or landlord in the calendar year before delivery of the notice required by ORS 90.842;

(d) The cost of all utilities for the facility that were paid by the owner in the calendar year before delivery of the notice required by ORS 90.842;

(e) The annual cost of all insurance policies for the facility that were paid by the owner, as shown by the most recent premium;

(f) The number of homes in the facility owned by the owner; and

(g) The number of vacant spaces and homes in the facility.

(4) The owner may:

(a) Designate all or part of the financial information provided pursuant to this section as confidential.

(b) If the owner designates financial information as confidential, establish, in cooperation with the representative of the tenants committee, a list of persons with whom the tenants may share the information, including any of the following persons that are either seeking to purchase the facility on behalf of the tenants committee or assisting the tenants committee in evaluating or purchasing the facility:

(A) A nonprofit organization or a housing authority.

(B) An attorney or other licensed professional or adviser.

(C) A financial institution.

(c) Require that persons authorized to receive the confidential information:

(A) Sign a confidentiality agreement before receiving the information;

(B) Refrain from copying any of the information; and

(C) Return the information to the owner when the negotiations to purchase the facility are completed or terminated.

(5) Within 45 days after delivery of the financial information described in subsection (3) of this section, or within 45 days after the end of the 15-day period described in subsection (1) of this section when the representative of the tenants committee does not request financial information under subsection (2) of this section, if the tenants choose to continue competing to purchase the facility, the tenants committee must:

(a) Form a corporate entity under ORS chapter 60, 62 or 65 that is legally capable of purchasing real property or associate with a nonprofit corporation or housing authority that is legally capable of purchasing real property or that is advising the tenants about purchasing the facility in which the tenants reside.

(b) Submit to the owner a written offer to purchase the facility, in the form of a proposed purchase and sale agreement, and either a copy of the articles of incorporation of the corporate entity or other evidence of the legal capacity of the formed or associated corporate entity to purchase real property.

(6)(a) The owner may accept the offer to purchase in the tenants committee's purchase and sale agreement, reject the offer or submit a counteroffer.

(b) If the parties reach agreement on the purchase, the purchase and sale agreement must specify the price, due diligence duties, schedules, timelines, conditions and any extensions.

(c) If the tenants do not act as required within the time periods described in this section and ORS 90.842, if the tenants violate the confidentiality agreement described in this section or if the parties do not reach agreement on a purchase, the owner is not obligated to take additional action under ORS 90.842 to 90.850.

§ 90.846. Parties to act in commercially reasonable manner; remedies

(1) During the process described in ORS 90.842 to 90.850, the parties shall act in a commercially reasonable manner, which includes a duty of the owner of the facility to consider in good faith any offer from the tenants or an entity formed by or associated with the tenants and to negotiate with the tenants or the entity in good faith.

(2) Except as provided in ORS 90.848, before selling a facility to an entity that is not formed by or associated with the tenants, the owner of the facility must give the notice required by ORS 90.842 and comply with the requirements of ORS 90.844.

(3) A minor error in providing the notice required by ORS 90.842 or in providing the financial information required by ORS 90.844 does not prevent the owner from selling the facility to an entity that is not formed by or associated with the tenants and does not cause the owner to be liable to the tenants for damages or a penalty.

(4) During the process described in ORS 90.842 to 90.850, the owner may seek, or negotiate with, potential purchasers other than the tenants or an entity formed by or associated with the tenants.

(5) If the owner does not comply with requirements of this section and ORS 90.842 and 90.844, in a substantial way that prevents the tenants from competing to purchase the facility, the tenants may:

(a) Obtain injunctive relief to prevent a sale or transfer to an entity that is not formed by or associated with the tenants when the owner has not caused an affidavit to be recorded before the sale or transfer pursuant to ORS 90.850; or

(b) Recover 10 percent of the sale price of the facility.

(6) Upon an award of damages under subsection (5)(b) of this section, the Department of Justice becomes a judgment creditor as to 50 percent of the award and the prevailing party becomes a judgment creditor for the remaining 50 percent of the award. Any recovery of the Department of Justice's share of the award shall be deposited into the Manufactured Dwelling Parks Account under ORS 456.579, after deducting the Department of Justice's costs of collection.

(7) Within seven days following a judgment award under subsection (5)(b) of this section, the prevailing party shall provide written notice of the award to the Department of Justice.

(8) If a tenant misuses or discloses, in a substantial way, confidential information in violation of a confidentiality agreement described in ORS 90.844, the owner may recover actual damages from the tenant.

(9) The Housing and Community Services Department shall prepare and make available information for tenants about purchasing a facility.

§ 90.848. Transfer or sale of facility; situations where provisions not applicable

(1) With regard to a sale or transfer of a facility, ORS 90.842, 90.844 and 90.846 do not apply to:

(a) Any sale or transfer to an individual who would be included within the table of descent and distribution if the owner of the facility were to die intestate.

(b) Any transfer by gift, devise or operation of law.

(c) Any sale or transfer by a corporation to an affiliate.

(d) Any sale or transfer by a partnership to any of its partners.

(e) Any sale or transfer of an interest in a limited liability company to any of the limited liability company's members.

(f) Any conveyance of an interest in a facility incidental to the financing of the facility.

(g) Any conveyance resulting from the foreclosure of a mortgage, deed of trust or other instrument encumbering a facility or any deed given in lieu of a foreclosure.

(h) Any sale or transfer between or among joint tenants or tenants in common owning a facility.

(i) Any sale or transfer in which the facility satisfies the purchaser's requirement to make a like-kind exchange under section 1031 of the Internal Revenue Code.

(j) Any purchase of a facility by a governmental entity under the entity's powers of eminent domain.

(k) Any transfer to a charitable trust.

(2) As used in this section, "affiliate" means any shareholder of the selling or transferring corporation, any corporation or entity owned or controlled, directly or indirectly, by the selling or transferring corporation or any other corporation or entity owned or controlled, directly or indirectly, by any shareholder of the selling or transferring corporation.

§ 90.849. Notice of conveyance of facility

(1) In addition to providing notice as required by ORS 90.842, upon sale of a facility under ORS 90.842 to 90.850 or upon any sale, transfer, exchange or other conveyance of a facility described in ORS 90.848,

the owner shall give notice of the conveyance to the Housing and Community Services Department stating:

(a) The number of vacant spaces and homes in the facility;

(b) If applicable, the final sale price of the facility;

(c) The date the conveyance became final; and

(d) The name, address and telephone number of the new owner.

(2) Upon receipt of a notice under ORS 90.655 (1) or 90.842 (3) or subsection (1) of this section, the department shall make available on a website any public information contained in the notice and shall deliver the information to any person who has requested copies in a manner prescribed by the department.

§ 90.850. Affidavit of compliance; recording; purpose

(1) A facility owner may present for recordation, in the County Clerk Lien Record of the county in which the facility is located, an affidavit in which the owner certifies that:

(a) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer by the owner for the sale or transfer of the facility.

(b) The owner has complied with the requirements of ORS 90.842, 90.844 and 90.846 with reference to an offer received by the owner for the purchase or transfer of the facility or to a counteroffer the owner has made or intends to make.

(c) The owner has not entered into a contract for the sale or transfer of the facility to an entity formed by or associated with the tenants.

(d) ORS 90.842, 90.844 and 90.846 do not apply to a particular sale or transfer of the facility pursuant to ORS 90.848.

(2) The following parties have an absolute right to rely on the truth and accuracy of all statements appearing in the affidavit and are not obligated to inquire further as to any matter or fact relating to the owner’s compliance with ORS 90.842, 90.844 and 90.846:

(a) A party that acquires an interest in a facility.

(b) A title insurance company, or an attorney, that prepares, furnishes or examines evidence of title.

(3) The purpose and intention of this section is to preserve the marketability of title to facilities. Accordingly, the provisions of this section must be liberally construed in order that all persons may rely on the record title to facilities.

§ 90.800. Findings; state policy; purpose

(1) The State of Oregon encourages affordable housing options for all Oregonians. One housing alternative chosen by many Oregonians is facility living. The Legislative Assembly finds that many facility tenants would like to join together, alone or in cooperation with an associated entity, to purchase the facility in which the tenants live in order to have greater control over the costs and environment of their housing. The Legislative Assembly also finds that current market conditions place tenants at a disadvantage with other potential investors in the purchase of facilities.

(2) It is the policy of the State of Oregon to encourage facility tenants to participate in the housing marketplace by ensuring that technical assistance, financing opportunities, notice of sale of facilities and

the option to purchase facilities are made available to tenants who choose to participate in the purchase of a facility.

(3) The purpose of ORS 90.800 to 90.850, 456.579 and 456.581 is to strengthen the private housing market in Oregon by encouraging all Oregonians to have the ability to participate in the purchase of housing of their choice.

§ 316.791 Tax exemptions (effective through 2026)

2005 Or. Laws, ch. 826, § 6:

Section 6. Amounts received as a result of the sale of a manufactured dwelling park to a corporate entity formed by the tenants of the park, or by a nonprofit corporation or housing authority, as described in section 2, chapter 89, Oregon Laws 2014, are exempt from the tax imposed by this chapter.

2005 Or. Laws, ch. 826, § 9:

Section 9. Amounts received as a result of the sale of a manufactured dwelling park to a corporate entity formed by the tenants of the park, or by a nonprofit corporation or housing authority, as described in section 2, chapter 89, Oregon Laws 2014, are exempt from the tax imposed by this chapter.

[Temporary provisions that apply to tax years beginning on or after January 1, 2015, and before January 1, 2026.]

* * *

§ 456.579. Manufactured Dwelling Parks Account; commingling of funds; solicitation of other funds

(1) There is established separate and distinct from the General Fund an account to be known as the Manufactured Dwelling Parks Account. Moneys in the account are continuously appropriated to the Housing and Community Services Department for the purpose of carrying out the duties and responsibilities imposed upon the department under ORS 90.800 to 90.850 and 456.581 and this section. Interest earned on the account is credited to the account.

(2) Except for loans provided in ORS 90.840, moneys in the account described in subsection (1) of this section may not be connected to or commingled in any way with the moneys in the fund described in ORS 456.720.

(3) For the purpose of carrying out the provisions of ORS 90.800 to 90.850 and 456.581 and this section, the department may seek moneys from any lawful source. Moneys obtained by the department pursuant to this subsection must be credited to the account.

§ 456.581. Mobile Home Parks Purchase Account; use of funds

The Manufactured Dwelling Parks Account established in ORS 456.579 shall be used by the Housing and Community Services Department to provide:

> (1) Technical assistance to tenants' associations, manufactured dwelling park nonprofit cooperatives, tenants' association supported nonprofit organizations and housing authorities and to help tenants in activities related to the purchase or preservation of a mobile home park or a manufactured dwelling park by a tenants' association, a manufactured dwelling park nonprofit cooperative, a tenants' association supported nonprofit organization, a housing authority or a corporate entity legally capable of purchasing real property that is formed by or associated with tenants pursuant to Or. Rev. Stat. § 90.844.

(2) By rule, loans for initial costs for purchasing a mobile home park or manufactured dwelling park or the development of infrastructure for a newly purchased park that the department determines has a significant percentage of tenants who are individuals of lower income or who have been displaced by the recent closure of an existing park. Loans provided under this section may be made only if the department is of the opinion that the purchase is economically feasible and only to:

(a) A tenants' association, a manufactured dwelling park nonprofit cooperative, a tenants' association supported nonprofit organization or a housing authority; or

(b) A corporate entity legally capable of purchasing real property that is formed by or associated with tenants pursuant to Or. Rev. Stat. § 90.844 and that includes more than 50 percent of the tenants residing in the park.

PENNSYLVANIA

68 Pa. Stat. §§ 398.11.1(a), 398.11.2(b), 398.16.1

§ 398.11.1. Sale or Lease of Manufactured Home Communities

(a) In the event of the sale or lease of a manufactured home community, a manufactured home community owner shall provide written notice to the residents and tenants of the community and to the Pennsylvania Housing Finance Agency. The notice shall be sent within 30 days after any agreement of sale is signed. The notice shall be posted in the same conspicuous and readily accessible place in the manufactured home community where the community rules and regulations are posted, pursuant to section 4.

* * *

§ 398.11.2. Closure of Manufactured Home Communities

* * *

(b) A manufactured home community owner shall consider any offer to purchase the community made by a resident association representing at least 25% of the manufactured home spaces or by a nonprofit corporation, including a community development corporation, housing authority or redevelopment authority acting at the request of the residents of at least 25% of the spaces and shall negotiate in good faith with the entity submitting the offer.

* * *

§ 398.16.1. Remedies

(a) A violation of this act may be enforced as provided by sections 13, 14, 15 and 16 and shall also constitute an "unfair or deceptive act or practice" within the meaning of section 2(4) of the act of December 17, 1968 (P.L. 1224, No. 387), known as the "Unfair Trade Practices and Consumer Protection Law," and shall be a violation of and shall be subject to the enforcement provisions and private rights of action contained in that act.

Residents shall have the right to seek injunctive relief to enforce compliance with this section and sections 11.1 and 11.2.

RHODE ISLAND

R.I. Gen. Laws §§ 31-44-1, 31-44-3.1, 31-44-3.3, 44-25-2

§ 31-44-1. Definitions

As used in this chapter:

* * *

> (14) "Qualified sale" means the sale of a mobile and manufactured home park to a resident organization with the goal of resident ownership by at least fifty-one percent (51%) of the homeowner households residing in the park.

* * *

> (17) "Resident organization" means a group of mobile and manufactured home park residents who have formed a nonprofit corporation, cooperative corporation, or other entity or organization for the purpose of acquiring the mobile home park in which they reside and converting the mobile home park to resident ownership.
>
> (18) "Resident ownership" means, depending on the context, either the ownership, by a resident organization, as defined in this section, of an interest in a mobile and manufactured home park which entitles the resident organization to control the operations of the mobile home park, or the ownership of individual interests in a mobile home park, or both.

§ 31-44-3.1. Sale of mobile home parks—Tenants association right of first refusal

(a) In any instance in which a mobile home park owner has been sent a certified letter from an incorporated home owner households association indicating that the association has at least fifty-one percent (51%) of the home owner households residing within that park as members, and has articles of incorporation specifying all rights and powers, including the power to negotiate for, acquire, and operate the mobile home park on behalf of the member residents, then, before a mobile home park may be sold for any purpose and before it may be leased for any purpose that would result in a discontinuance, the owner shall notify the association by certified mail return receipt requested of any bona fide offer that the owner intends to accept, to buy the park or to lease it for a use that would result in a discontinuance. The park owner shall also give notice by certified mail return receipt requested to the incorporated homeowners' association of any intention to sell or lease the park for a use which will result in a discontinuance within fourteen (14) days of any advertisement or other public notice by the owner or his or her agent that the park is for sale or the land upon which the park is located is for lease. Nothing in this section shall limit the association from acting as an agent of the residents in any other cause of action, objective or purpose in advancing a stated purpose in the articles of incorporation of the homeowners' association.

(b) The notice of pending bona fide sale from the owner must contain at a minimum the following if known and available and applicable to the sale:

> (1) An affidavit from the buyer or lessee stating the offered purchase price or offered lease payment;
>
> (2) The terms of seller financing, including the amount, the interest rate and its amortization rate;
>
> (3) The terms of assumable financing, if any, including the amount, the interest rate and its amortization rate;
>
> (4) The legal description and a statement of appraised or assessed value of property included in any land trade involved in the sale of the park;
>
> (5) Proposed improvements to the property to be made by the owner in connection with the sale, or other economic concessions by the owner in connection with the sale, if any;

(6) A statement that the owner will allow reasonable access to the property by parties involved in the potential purchase including, but not limited to, the tenants' association, consultants, and lenders;

(7) A statement that the owner will make available to the residents copies of any easements either on or off the property to which the owner is a party and copies of all permits or licenses in force within seven (7) days of a signed purchase and sale agreement with the residents;

(8) A statement that the owner will make available to the residents a survey and legal description of the park, plus an itemized list of monthly operating expenses, utility consumption rates, taxes, insurance and capital expenditures for each of the past three (3) years within seven (7) days of a signed purchase and sale agreement with the residents;

(9) A statement that the owner will make available to the tenants' association the most recent rent roll, a list of tenants, a list of vacant units and a statement of the vacancy rate at the park for the three (3) preceding calendar years within seven (7) days of a signed purchase and sale agreement with the residents;

(10) A statement that the owner will make available to the tenants' association any available data relating to the past and present existence of hazardous waste either on the property or in close proximity within seven (7) days of a signed purchase and sale agreement with the residents;

(11) A statement that the owner will make available to the tenants' association any available data relating to the water, sewer and electrical systems of the park within seven (7) days of a signed purchase and sale agreement with the residents;

(12) A statement that the owner will make available to the tenants' association all income and operating expenses relating to the property to be purchased for the three (3) preceding calendar years within seven (7) days of a signed purchase and sale agreement with the residents and any other information that may be required by the lender. Any additional information that is required by the lender shall be kept strictly confidential.

(c) Any incorporated home owners' association entitled to notice under this section shall have the right to purchase, in the case of a third party bona fide offer to purchase, or to lease in the case of a third party bona fide offer to lease, the park, provided it meets the same price and the same terms and conditions of any offer of which it is entitled to notice under this section by:

(1) Executing a contract or purchase and sale or lease agreement with the owner within forty-five (45) days of notice of the offer; and

(2) Obtaining any necessary financing or guarantees within an additional one hundred thirty-five (135) days.

(d) No owner shall unreasonably refuse to enter into, or unreasonably delay the execution of a purchase and sale or lease agreement with a home owners' association that has made a bona fide offer to meet the same price and the same terms and conditions of an offer for which notice is required to be given pursuant to this section.

(e) The deposit monies must be credited to the purchase price of the mobile home park.

(f) The incorporated home owners' association will use diligent efforts to obtain a commitment for financing from a lender by making immediate application for financing upon signing of the purchase and sale agreement. In the event that the incorporated home owners' association, with the exercise of reasonable efforts, is unable to obtain necessary financing or comply with other contingencies of the purchase and sale agreement, the incorporated home owners' association shall immediately notify the park owner and the deposit shall be returned to the incorporated home owners' association.

(g) If the incorporated home owners' association shall default in the performance of its obligations as a purchaser under the terms of the purchase and sale agreement, the park owner shall have, as sole and exclusive remedy for the default, the right to retain the deposit as liquidated damages in full settlement and discharge of all obligations of the incorporated home owners' association without further recourse in law or equity.

(h) Failure of the incorporated home owners' association to execute a purchase and sale agreement or lease within the forty-five (45) day period or to obtain a binding commitment for financing within the one hundred thirty-five (135) day period shall serve to terminate the right of the association to purchase or lease the mobile park home.

(i) Residents shall have a total of one hundred eighty (180) days from the receipt of notice of a bona fide sale to complete a transaction under the right of first refusal legislation. Any delays by the seller in supplying requested information as stated in this legislation or any delay resulting from litigation involving the sale and/or litigation affecting the marketability of the title of the mobile home park shall result in the same number of days over the due date being added to the one hundred eighty (180) days available to the residents for a right of first refusal purchase unless the litigation is frivolous and prompted for the sole purpose of delay by the home owners association.

(j) The time periods provided in this section may be extended by agreement of the association and the owner.

(k) Nothing in this section shall be construed to require an owner to provide financing to any association or to prohibit an owner from requiring an association which is offering to lease a park to have within its possession a sum equivalent to the capitalized value of the proposed rent of the park and requiring that a portion of that sum, of an amount necessary to pay the rent on the park for a period of no greater than two (2) years, be kept in escrow for that purpose during the term of the lease.

(l) The right of first refusal created in this section shall inure to a home owners' association for the time periods provided in this section, beginning on the date of notice to the home owners' association. The effective period of the right of first refusal shall apply separately for each substantially different bona fide offer to purchase the park or to lease it for a purpose that would result in a discontinuance, and for each offer the same as an offer made more than three (3) months prior to the later offer. However, in the case of the same offer made by a prospective buyer who has previously made an offer for which notice to a home owners' association was required by this section, the right of first refusal shall apply only if the subsequent offer is made more than six (6) months after the earlier offer. The right of first refusal shall not apply with respect to any offer received by the owner for which notice to a home owners' association is not required pursuant to this section.

(m) No right of first refusal shall apply to a government taking by eminent domain or negotiated purchase, a forced sale pursuant to a foreclosure, transfer by gift, devise, or operation of law, or a sale to a person who would be included within the table of descent and distribution if there were to be a death intestate of a park owner.

(n) In any instance in which the incorporated home owners' association of a mobile home park is not the successful purchaser or lessee of the mobile home park, the seller or lessor of the park shall prove compliance with this section by filing an affidavit of compliance in the official land evidence records of the city or town where the property is located within seven (7) days of the sale or lease of the park.

(o) In any instance in which the incorporated homeowners' association of a mobile home park is the successful purchaser or lessee of the mobile home park, the association shall have the right to distinguish in terms of lease conditions and rent and fees as between members of said association and non-members of said association. For purposes of this chapter, members of a homeowners' association and non-members of a homeowners' association shall not be deemed residents of a similar class.

§ 31-44-3.3. Future qualified sale of mobile and manufactured home community

The qualified sale of a mobile or manufactured home community to a resident-owned organization is exempt from the real estate conveyance tax imposed under chapter 44–25

§ 44-25-2. Exemptions

* * *

> (d) The qualified sale of a mobile or manufactured home community to a resident-owned organization as defined in § 31-44-1 is exempt from the real estate conveyance tax imposed under this chapter.

VERMONT

Vt. Stat. Ann. tit. 10, §§ 6237a(b)–(d), 6242; tit. 32, § 5828

§ 6237a. Mobile home park closures

* * *

(b) Prior to issuing a closure notice pursuant to subsection (a) of this section, a park owner shall first issue a notice of intent to sell in accordance with section 6242 of this title that discloses the potential closure of the park. However, if the park owner sends a notice of closure to the residents and leaseholders without first providing the mobile home owners with a notice of intent to sell under section 6242 that discloses the potential closure of the park, then the park owner must retain ownership of the land for five years after the date the closure notice was provided. If required, the park owner shall record the notice of the five-year restriction in the land records of the municipality in which the park is located. The park owner may apply to the commissioner for relief from the notice and holding requirements of this subsection if the commissioner determines that strict compliance is likely to cause undue hardship to the park owner or the leaseholders, or both. This relief shall not be unreasonably withheld.

(c) When a park owner gives notice of intent to sell pursuant to section 6242 of this title, any previous notice of closure and any evictions commenced pursuant to the closure notice are void.

(d) A park owner who gives notice of intent to sell pursuant to section 6242 of this title shall not give notice of closure until after:

> (1) at least 45 days after giving notice of intent to sell; and
>
> (2) if applicable, the commissioner receives notice from the mobile home owners and the park owner that negotiations have ended following the 120-day negotiation period provided in subdivision 6242(c)(1) of this title.

§ 6242. Mobile home owners' right to notification prior to park sale

(a) Content of notice. A park owner shall give to each mobile home owner and to the Commissioner of Housing and Community Development notice by certified mail, return receipt requested, of his or her intention to sell the mobile home park. If the notice is refused by a mobile home owner or is otherwise undeliverable, the park owner shall send the notice by first-class mail to the mobile home owner's last known mailing address. The requirements of this section shall not be construed to restrict the price at which the park owner offers the park for sale. The notice shall state all the following:

(1) that the park owner intends to sell the park;

(2) the price, terms, and conditions under which the park owner offers the park for sale;

(3) a list of the affected mobile home owners and the number of leaseholds held by each;

(4) the status of compliance with applicable statutes, rules, and permits, to the park owner's best knowledge, and the reasons for any noncompliance; and

(5) that for 45 days following the notice, the park owner shall not make a final unconditional acceptance of an offer to purchase the park and that if within the 45 days the park owner receives notice pursuant to subsection (c) of this section that a majority of the mobile home owners intend to consider purchase of the park, the park owner shall not make a final unconditional acceptance of an offer to purchase the park for an additional 120 days, starting from the 46th day following notice, except one from a group representing a majority of the mobile home owners or from a nonprofit corporation approved by a majority of the mobile home owners.

(b) Resident intent to negotiate; timetable. The mobile home owners shall have 45 days following notice under subsection (a) of this section in which to determine whether they intend to consider purchase of the park through a group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners. A majority of the mobile home owners shall be determined by one vote per leasehold and no mobile home owner shall have more than three votes or 30 percent of the aggregate park vote, whichever is less. During this 45-day period, the park owner shall not accept a final unconditional offer to purchase the park.

(c) Response to notice; required action. If the park owner receives no notice from the mobile home owners during the 45-day period or if the mobile home owners notify the park owner that they do not intend to consider purchase of the park, the park owner has no further restrictions regarding sale of the park pursuant to this section. If, during the 45-day period, the park owner receives notice in writing that a majority of the mobile home owners intend to consider purchase of the park, then the park owner shall do all the following:

(1) not accept a final unconditional offer to purchase from a party other than leaseholders for 120 days following the 45-day period, a total of 165 days following the notice from the leaseholders;

(2) negotiate in good faith with the group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners concerning purchase of the park; and

(3) consider any offer to purchase from a group representing a majority of the mobile home owners or from a nonprofit corporation approved by a majority of the mobile home owners.

(d) Penalty. A park owner who sells a mobile home park without complying with this section shall be liable to the mobile home owners in the aggregate amount of $10,000.00 or 50 percent of the gain realized by the park owner from the sale, whichever is greater. A sale, an offer to sell, or an attempt to sell a mobile home park without complying with this section shall also be subject to the remedies of section 6205 of this title, including actual and punitive damages.

(e) Exceptions. The provisions of this section do not apply when the sale, transfer, or conveyance of the mobile home park is any one or more of the following:

(1) through a foreclosure sale;

(2) to a member of the park owner's family or to a trust for the sole benefit of members of the park owner's family;

(3) among the partners who own the mobile home park;

(4) incidental to financing the park;

(5) between joint tenants or tenants in common;

(6) pursuant to eminent domain;

(7) pursuant to a municipal tax sale.

(f) Requirement for new notice of intent to sell.

(1) Subject to subdivision (2) of this subsection, a notice of intent to sell issued pursuant to subsection (a) of this section shall be valid:

(A) for a period of one year from the expiration of the 45-day period following the date of the notice; or

(B) if the park owner has entered into a binding purchase and sale agreement with a group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners within one year from the expiration of the 45-day period following the date of the notice until the completion of the sale of the park under the agreement or the expiration of the agreement, whichever is sooner.

(2) During the period in which a notice of intent to sell is valid, a park owner shall provide a new notice of intent to sell, consistent with the requirements of subsection (a) of this section, prior to making an offer to sell the park or accepting an offer to purchase the park that is either more than five percent below the price for which the park was initially offered for sale or less than five percent above the final written offer from a group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners.

(g) "Good faith." A leaseholders group representing a majority of the mobile home owners or a nonprofit corporation approved by a majority of the mobile home owners shall negotiate in good faith with the park owner for purchase of the park.

Vt. Stat. Ann. tit. 32, § 5828. Mobile home park sale; capital gain credit

A taxpayer of this state shall receive a credit against the tax imposed under section 5822 or 5832 of this title for a qualified sale of a mobile home park. The credit shall be in the amount of seven percent of the taxpayer's gain subject to federal income tax for the taxable year. Credit in excess of the taxpayer's tax liability for the taxable year may be carried forward for credit in the next succeeding three taxable years. "Qualified sale of a mobile home park" means the land comprising a mobile home park that is transferred in a single purchase to a group composed of a majority of the mobile home park leaseholders as defined in 10 V.S.A. § 6242(a), or to a nonprofit organization that represents such a group.

VIRGINIA

Va. Code § 55.1-1308.2 (effective July 1, 2020)

§ 55.1-1308.2. Notice of intent to sell.

A. A manufactured home park owner who offers or lists the park for sale to a third party shall provide written notice containing the date on which the notice is sent and the price for which the park is to be offered or listed for sale. Such notice shall be sent to the Department of Housing and Community Development, which shall make the information available on its website within five business days of receipt. Such written notice shall also be given to each tenant of the manufactured home park, in accordance with § 55.1-1202, at least 90 days prior to accepting an offer. A manufactured home park owner shall consider any offers to purchase received during such 90-day notice period. For purposes of this section, “third party” does not include a member of the manufactured park owner’s family by blood or marriage or a person or entity that owns a portion of the park at the time of the offer or listing of such manufactured home park. Nothing shall be construed to require any subsequent notice by the manufactured home park owner after the written notice provided in this section.

B. If a manufactured home park owner receives an offer to purchase the park, acceptance of that offer shall be contingent upon the park owner sending written notice of the proposed sale and the purchase price in the real estate purchase contract at least 60 days before the closing date on such purchase contract to the Department of Housing and Community Development, which shall place the information on its website within five business days of receipt. Such written notice shall also be given to each tenant of the manufactured home park. During the 60-day notice period, the park owner shall consider additional offers to purchase the park made by an entity that provides documentation that it represents at least 25 percent of the tenants with a valid lease in the manufactured home park at the time any such offer is made, but shall not be obligated to consider additional offers after the expiration of the 60-day notice period. Nothing shall be construed to require any subsequent notice by the manufactured home park owner after provision of the written notice required by this section.

WASHINGTON

Wash. Rev. Code §§ 59.20.320 to 59.20.360, 82.45.010

§ 59.20.030. Definitions

For purposes of this chapter:

* * *

(3) “Community land trust” means a private, nonprofit, community-governed, and/or membership corporation whose mission is to acquire, hold, develop, lease, and steward land for making homes, farmland, gardens, businesses, and other community assets permanently affordable for current and future generations. A community land trust’s bylaws prescribe that the governing board is comprised of individuals who reside in the community land trust’s service area, one-third of whom are currently, or could be, community land trust leaseholders;

(4) “Eligible organization” includes community land trusts, resident non-profit cooperatives, local governments, local housing authorities, nonprofit community or neighborhood-based organizations, federally recognized Indian tribes in the state of Washington, and regional or statewide nonprofit housing assistance organizations, whose mission aligns with the long-term preservation of the manufactured/mobile home community;

(5) “Housing and low-income assistance organization” means an organization that provides tenants living in mobile home parks, manufacture housing communities, and manufactured/mobile home communities with information about their rights and other pertinent information;

(6) “Housing authority” or “authority” means any of the public body corporate and politic created in RCW 35.82.030;

(7) “Landlord” or owner means the owner of a mobile home park and includes the agents of

the owner

(8) “Local government” means a town government, city government, code city government, or county government in the state of Washington;

(9) “Manufactured home” means a single-family dwelling built according to the United States department of housing and urban development manufactured home construction and safety standards act, which is a national preemptive building code. A manufactured home also: (a) Includes plumbing, heating, air conditioning, and electrical systems; (b) is built on a permanent chassis; and (c) can be transported in one or more sections with each section at least eight feet wide and 40 feet long when transported, or when installed on the site is three hundred twenty square feet or greater;

(10) “Manufactured/mobile home” means either a manufactured home or a mobile home;

(11) “Mobile home” means a factory-built dwelling built prior to June 15, 1976, to standards other than the United States department of housing and urban development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States department of housing and urban development manufactured home construction and safety act;

(12) “Mobile home lot” means a portion of a mobile home park or manufactured housing community designated as the location of one mobile home, manufactured home, or park model and its accessory buildings, and intended for the exclusive use as a primary residence by the occupants of that mobile home, manufactured home, or park model;

(13) “Mobile home park cooperative” or “manufactured housing cooperative” means real property consisting of common areas and two or more lots held out for placement of mobile homes, manufactured homes, or park models in which both the individual lots and the common areas are owned by an association of shareholders which leases or otherwise extends the right to occupy individual lots to its own members;

(14) “Mobile home park subdivision” or “manufactured housing subdivision” means real property, whether it is called a subdivision, condominium, or planned unit development, consisting of common areas and two or more lots held for placement of mobile homes, manufactured homes, or park models in which there is private ownership of the individual lots and common, undivided ownership of the common areas by owners of the individual lots;

(15) “Mobile home park,” “manufactured housing community,” or “manufactured/mobile home community” means any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy;

(16) “Notice of opportunity to compete to purchase” means a notice required under RCW 59.20.0002;

(17) “Notice of sale” means a notice required under RCW 59.20.300 to be delivered to all tenants of a manufactured/mobile home community and other specified parties within 14 days after the date on which any advertisement, listing, or public or private notice is first made advertising that a manufactured/mobile home community or the property on which it sits is for sale or lease. A delivered notice of opportunity to compete to purchase acts as a notice of sale;

(17) “Notice of sale” means a notice required under section 4 of this act to be delivered to all tenants of a manufactured/mobile home community and other specified parties within fourteen days after the date on which any advertisement, multiple listing, or public notice advertises that a manufactured/mobile home community is for sale;

(18) “Occupant” means any person, including a live-in care provider, other than a tenant, who occupies a mobile home, manufactured home, or park model and mobile home lot.

* * *

(22) “Qualified sale of manufactured/mobile home community” means the sale, as defined in RCW 82.45.010, of land and improvements comprising a manufactured/mobile home community that is transferred in a single purchase to a qualified tenant organization or to an eligible organization for the purpose of preserving the property as a manufactured/mobile home community;

(23) “Qualified tenant organization” means a formal organization of tenants within a manufactured/mobile home community, with the only requirement for membership consisting of being a tenant. If a majority of the tenants, based on home sites within the manufactured/mobile home community, agree that they want to preserve the manufactured/mobile home community then they will appoint a spokesperson to represent the wishes of the qualified tenant organization to the landlord and the landlord’s representative;”“

(24) “Recreational vehicle” means a travel trailer, motor home, truck camper, or camping trailer that is primarily designed and used as temporary living quarters, is either self-propelled or mounted on or drawn by another vehicle, is transient, is not occupied as a primary residence, and is not immobilized or permanently affixed to a mobile home lot;

(25) “Resident nonprofit cooperative” means a nonprofit cooperative corporation formed by a group of manufactured/mobile home community residents for the purpose of acquiring the manufactured/mobile home community in which they reside and converting the manufactured/mobile home community to a mobile home park cooperative or manufactured housing cooperative;

(27) “Tenant” means any person, except a transient, who rents a mobile home lot;

(28) “Transient” means a person who rents a mobile home lot for a period of less than one month for purposes other than as a primary residence;

§ 59.20.300. Manufactured/mobile home communities—Notice of sale

(1) A landlord must provide a written notice of sale of a manufactured/mobile home community by certified mail or personal delivery to:

(a) Each tenant of the manufactured/mobile home community;

(b) The officers of any known qualified tenant organization;

(c) The office of manufactured housing;

(d) The local government within whose jurisdiction all or part of the manufactured/mobile home community exists;

(e) The housing authority within whose jurisdiction all or part of the manufactured/mobile home community exists; and

(f) The Washington state housing finance commission.

(2) A notice of sale must include:

(a) A statement that the landlord intends to sell or lease the manufactured/mobile home community or the property on which it sits; and

(b) The contact information of the landlord or landlord’s agent who is responsible for communicating with the qualified tenant organization, tenants or eligible organization regarding the sale of the property.

§ 59.20.305. Manufactured/mobile home communities—Good faith negotiations

A landlord intending to sell or lease a manufactured/mobile home community or the property on which it sits is required to negotiate in good faith with qualified tenant organizations and eligible organizations. Any qualified tenant organization or eligible organization that submits a notice of intent to purchase or lease a manufactured/mobile home community or the property on which it sits pursuant to RCW 59.20.0001 and 59.20.0002 is required to negotiate in good faith with the landlord intending to sell or lease the manufactured/mobile home community or property on which it sits, including notifying the owner promptly if conditions change and there is no longer any intent to purchase or lease the manufactured/mobile home community or the property on which it sits.

59.20.320. Manufactured/mobile home communities—Notice of opportunity to compete to purchase—Prohibited

No county, city, town, or municipality of any class may enact, maintain, or enforce ordinances or other provisions that regulate the same matters in RCW 59.20.0002 through 59.20.0006.. Local laws and ordinances that regulate the same matters as in RCW 59.20.0002 through 59.20.0006. shall not be enacted and are preempted and repealed, regardless of the nature of the code, charter, or home rule status of such city, town, county, or municipality, except for those local laws already in effect before May 1, 2023.

59.20.325. Manufactured/mobile home communities—Notice of opportunity to compete to purchase

(1) An owner shall give written notice of an opportunity to compete to purchase indicating the owner’s interest in selling the manufactured/mobile home community before the owner markets the manufactured/mobile home community for sale or includes the sale of the manufactured/mobile home community in a multiple listing, and when the owner receives an offer to purchase that the owner intends to consider unless that offer is received during the process under RCW 59.20.330.

(2) The owner shall give the notice in subsection (1) of this section by certified mail or personal delivery to:

(a) All tenants of the manufactured/mobile home community;

(b) A qualified tenant organization, if there is an existing qualified tenant organization within the manufactured/mobile home community;

(c) The department of commerce; and

(d) The Washington state housing finance commission.

(3) The notice required in subsection (1) of this section must include:

(a) The date that the notice was mailed by certified mail or personally delivered to all receipients set forth in subsection (2) of this section

(b) A statement that the owner is considering selling the manufactured/mobile home community or the property on which it sits;

(c) A statement that the tenants, through a qualified tenant organization representing a majority of the tenants in the community, based on home sites, or an eligible organization, have an opportunity to compete to purchase the manufactured/mobile home community;

(d) A statement that in order to compete to purchase the manufactured/mobile home community, within 70 days after the certified mail or personal delivery date stated in accordance with (a) of this subsection of the notice of the owner’s interest in selling the manufactured/mobile home community, the tenants must form or identify a single qualified tenant organization for the purpose of purchasing the manufactured/mobile home community and notify the owner in writing of:

(i) The tenants' interest in competing to purchase the manufactured/mobile home community; and

(ii) The name and contact information of the representative or representatives of the qualified tenant organization with whom the owner may communicate about the purchase; and

(d) A statement that information about purchasing a manufactured/mobile home community is available from the department of commerce.

(4) The representative or representatives of the tenants committee will be able to request park operating expenses described in RCW 59.20.0003 from the owner within a 20-day information period following delivery of the qualified tenant organization's notice to the owner indicating interest in competing to purchase the manufactured/mobile home community.

(5) An eligible organization may also compete to purchase and is subject to the same time constraints and applicable conditions as a qualified tenant organization.

59.20.330. Manufactured/mobile home communities--Delivery of notice of opportunity to compete to purchase--Tenant duties—Timelines

(1) Within 70 days after the certified mailing or personal delivery date stated in the notice of the opportunity to compete to purchase the manufactured/mobile home community described in RCW 59.20.0002, if the tenants choose to compete to purchase the manufactured/mobile home community in which the tenants reside, the tenants must notify the owner in writing of:

(a) The tenants' interest in competing to purchase the manufactured/mobile home community;

(b) Their formation or identification of a single qualified tenant organization made up of a majority of the tenants in the community, based on home sites, formed for the purpose of purchasing the manufactured/mobile home community; and

(c) The name and contact information of the representative or representatives of the qualified tenant organization with whom the owner may communicate about the purchase.

(2) The tenants may only have one qualified tenant organization for the purpose of purchasing the manufactured/mobile home community, but they may partner with a nonprofit or a housing authority to act with or for them subject to the same timelines, duties, and obligations that would apply to tenants and qualified tenant organizations under this act.

(3) Within 15 days following delivery of the notice in subsection (1) of this section from the tenants to the owner:

(a) The designated representative or representatives of the qualified tenant organization may make a written request to the owner for:

(i) The asking price for the manufactured/mobile home community, if any; or

(ii) Financial information relating to the operating expenses of the manufactured/mobile home community in order to assist them in making an offer to purchase the park;

(b) The owner may make a written request to the designated representative or representatives of the qualified tenant organization for proof of intent to fund a sale;

(c) All written requests made pursuant to this subsection must be fulfilled within 21 days from receipt unless otherwise agreed by the qualified tenant organization and the owner;

(d) Unless waived by the provider, information provided pursuant to this subsection shall be kept confidential, and a list must be created of persons with whom the tenants may share information who will also keep provided information confidential, including any of the following persons that are either seeking to purchase the manufactured/mobile home community on behalf of the tenants or assisting the qualified tenant organization in evaluating or purchasing the manufactured/mobile home community:

(i) A nonprofit organization or a housing authority;

(ii) An attorney or other licensed professional or adviser; and

(iii) A financial institution.

(4) Within 21 days after delivery of the information described in subsection (3)(a) of this section, if the tenants choose to continue competing to purchase the manufactured/mobile home community, the tenants must:

(a) Form a resident nonprofit cooperative that is legally capable of purchasing real property or associate with a nonprofit corporation or housing authority that is legally capable of purchasing the manufactured/mobile home community in which the tenants reside; and

(b) Submit to the owner a written offer to purchase the manufactured/mobile home community, in the form of a proposed purchase and sale agreement, and either a copy of the articles of incorporation of the corporate entity or other evidence of the legal capacity of the formed or associated corporate entity, nonprofit corporation, or housing authority to purchase real property and the manufactured/mobile home community.

(5)(a) Within 10 days of receiving the tenants' purchase and sale agreement, the owner may accept the offer, reject the offer, or submit a counteroffer.

(b) If the parties reach agreement on the purchase, the purchase and sale agreement must specify the price, due diligence duties, schedules, timelines, conditions, and any extensions.

(c) If the offer is rejected, then the owner must provide a written explanation of why the offer is being rejected and what terms and conditions might be included in a subsequent offer for the landlord to potentially accept it, if any. The price, terms, and conditions of an acceptable offer stated in the response must be universal and applicable to all potential buyers and must not be specific to and prohibitive of a qualified tenant organization or eligible organization making a successful offer to purchase the park.

(d) If the tenants do not: (i) Act as required within the time periods described in this act; (ii) violate the confidentiality agreement described in this section; or (iii) reach agreement on a purchase with the owner, the owner is not obligated to take additional action under this act and may record an affidavit pursuant to RCW 59.20.0006.

(6) An eligible organization acting on its own behalf is also subject to the same requirements and applicable conditions as those set out in this section.

59.20.335. Manufactured/mobile home communities—Notice of opportunity to compete to purchase—Process

(1) During the process described in RCW 59.20.0002 and 59.20.0003, the parties shall act in good faith and in a commercially reasonable manner, which includes a duty for the tenants to notify the owner promptly if there is no intent to purchase the manufactured/mobile home community or the property on which it sits. The parties have an overall duty to act in good faith. With respect to negotiation, this overall duty of good faith requirement means that the owner must allow the tenants to develop an offer, must give

their offer reasonable consideration, and, to further competition, must inform any qualified tenant organization, eligible organizations, and competing potential buyers participating in negotiations upon receipt of a preferred offer is submitted. Furthermore, the owner may not deny residents the same access to the community and to information, such as operating expenses and rent rolls, that the landowner would give to a commercial buyer. With respect to financial information, all parties shall agree to keep this information confidential.

(2) Except as provided in RCW 59.20.0005(1), before selling a manufactured/mobile home community to an entity that is not formed by or associated with the tenants, or to an eligible organization, the owner of the manufactured/mobile home community must give the notice required by RCW 59.20.0002 of this act and comply with the requirements of RCW 59.20.0003.

(3) A minor error in providing the notice required by RCW 59.20.0002 or in providing operating expenses information required by RCW 59.20.0003 does not prevent the owner from selling the manufactured/mobile home community to an entity that is not formed by or associated with the tenants and does not cause the owner to be liable to the tenants for damages or a penalty.

(4) During the process described in RCW 59.20.0002 and 59.20.0003, the owner may seek, negotiate with, or enter into a contract subject to the rights of the tenants in this act with potential purchasers other than the tenants or an entity formed by or associated with the tenants or another eligible organization.

(5) If the owner does not comply with the requirements of this act in a substantial way that prevents the tenants or an eligible organization from competing to purchase the manufactured/mobile home community, the tenants or eligible organization may:

> (a) Obtain injunctive relief to prevent a sale or transfer to an entity that is not formed by or associated with the tenants; and
>
> (b) Recover actual damages not to exceed twice the monthly rent from the owner for each tenant.

(6) If a party misuses or discloses, in a substantial way, confidential information in violation of RCW 59.20.0003, that party may recover actual damages from the other party.

(7) The department of commerce shall prepare and make available information for tenants about purchasing a manufactured dwelling or manufactured/mobile home community.

59.20.340. Manufactured/mobile home communities—Sale, transfer

(1) With regard to a sale or transfer of a manufactured/mobile home community, RCW 59.20.0002 and 59.20.0003 do not apply to any:

> (a) Sale or transfer to an individual identified in RCW 11.04.015 if the owner of the manufactured/mobile home community dies intestate;
>
> (b) Transfer by gift, devise, or operation of law;
>
> (c) Transfer by a corporation to an affiliate;
>
> (d) Transfer by a partnership to any of its partners;
>
> (e) Transfer among the shareholders who own a manufactured/mobile home community;
>
> (f) Transfer to a member of the owner's family or to a trust for the sole benefit of members of the owner's family;
>
> (g) Sale or transfer of less than a controlling interest in the legal entity that owns the manufactured/mobile home community;

(h) Conveyance of an interest in a manufactured/mobile home community incidental to the financing of the mobile home park;

(i) Sale or transfer between or among joint tenants or tenants in common owning a manufactured/mobile home community;

(j) Bona fide exchange of a manufactured/mobile home community for other real property under section 1031 of the internal revenue code, as long as, at the time the manufactured/mobile home community owner lists the property or receives an offer for the manufactured/mobile home community, the owner has already commenced the exchange by the purchase of a property through a qualified exchange agent. In that circumstance, the owner has a deadline for selling the manufactured/mobile home community in order to gain the 1031 tax benefits; and

(k) Purchase of a manufactured/mobile home community by a governmental entity under the entity's powers of eminent domain.

(2) For the purposes of this section, "affiliate" means an individual, corporation, limited partnership, unincorporated association, or entity that holds any direct or indirect ownership interest in the manufactured/mobile home community, except that the notice and extension of the opportunity to purchase must be granted to a qualified tenant organization or other eligible organization where the majority interest in the ownership of the manufactured/mobile home community or the power, directly or indirectly, to direct or cause the direction of the management and policies over the manufactured/mobile home community, whether through ownership of voting stock, by contract, or otherwise, is sold, transferred, or conveyed to any individual, corporation, limited partnership, unincorporated association, or other entity which has not held such a direct or indirect ownership interest in the manufactured/mobile home community for three or more years.

59.20.345. Manufactured/mobile home communities—Affidavit for notice of opportunity to compete to purchase—Preserve marketability of title

(1) An owner may record an affidavit in the county in which the manufactured/mobile home community is located that certifies that the owner has:

(a) Complied with the requirements of RCW 59.20.0002 and 59.20.0003 with reference to an offer received by the owner for the purchase or transfer of the manufactured/mobile home community or to a counteroffer the owner has made or intends to make;

(b) Not entered into a contract for the sale or transfer of the manufactured/mobile home community to an entity formed by or associated with the tenants.

(2) The following parties have an absolute right to rely on the truth and accuracy of all statements appearing in the affidavit and are not obligated to inquire further as to any matter or fact relating to the owner's compliance with RCW 59.20.0002 and 59.20.0003:

(a) A party that acquires an interest in a manufactured/mobile home community;

(b) A title insurance company or an attorney that prepares, furnishes, or examines evidence of title.

(3) The purpose and intention of this section is to preserve the marketability of title to manufactured/mobile home communities across the state. Accordingly, this section must be liberally construed so that all persons may rely on the record title to manufactured/mobile home communities.

59.20.350. Manufactured/mobile home communities--Notice of opportunity to compete to purchase—Registry of eligible organizations—Department of commerce to maintain

(1) The department of commerce must maintain a registry of all eligible organizations that submit to the department of commerce a written request to receive notices of opportunity to compete to purchase or lease manufactured/mobile home communities pursuant to RCW 59.20.0002. The department of commerce must provide registered eligible organizations with notices of opportunity to compete to purchase once it receives such a notice. The registry must include the following information:

(a) The name and mailing address of the eligible organization; and

(b) A statement that the eligible organization wishes to purchase or lease a manufactured/mobile home community.

(2) The department of commerce must provide a copy of the registry required to be maintained under this section to any person upon request.

59.20.355. Manufactured/mobile home communities—Notice of opportunity to compete to purchase—Failure to comply by owner—Penalty—Civil action

(1) An owner who sells or transfers a manufactured/mobile home community and willfully fails to comply with RCW 59.20.0001, 59.20.0002, or 59.20.305 is liable to the state of Washington for a civil penalty in the amount of $10,000. This penalty is the exclusive state remedy for a violation of RCW 59.20.0001, 59.20.0002, or 59.20.305.

(2) The attorney general may bring a civil action in superior court in the name of the state against a landlord under this section to recover the penalty specified in subsection (1) of this section.

59.20.360. Manufactured/mobile home communities—Notice of opportunity to compete to purchase—Exception

RCW 59.20.300, 59.20.305, 59.20.0001, 59.20.0002, and 59.20.0008 do not apply to any sale or transfer of a manufactured/mobile home community to a county in order to reduce conflicting residential uses near military installations.

Legislative findings (uncodified provisions of Second Substitute House Bill 1621, 60th Legislature, 2008 Regular Session, approved March 21, 2008), printed as official notes following 59.20.300:

(1) The legislature finds that:

(a) Manufactured/mobile home communities provide a significant source of homeownership opportunities for Washington residents. However, the increasing closure and conversion of manufactured/mobile home communities to other uses, combined with increasing mobile home lot rents, low vacancy rates in existing manufactured/mobile home communities, and the extremely high cost of moving homes when manufactured/mobile home communities close, increasingly make manufactured/mobile home community living insecure for manufactured/mobile home tenants.

(b) Many tenants who reside in manufactured/mobile home communities are low-income households and senior citizens and are, therefore, those residents most in need of reasonable security in the siting of their manufactured/mobile homes because of the adverse impacts on the health, safety, and welfare of tenants forced to move due to closure, change of use, or discontinuance of manufactured/mobile home communities.

(c) The preservation of manufactured/mobile home communities:

(i) Is a more economical alternative than providing new replacement housing units for tenants who are displaced from closing manufactured/mobile home communities;

(ii) Is a strategy by which all local governments can meet the affordable housing needs of their residents;

(iii) Is a strategy by which local governments planning under RCW 36.70A.040 may meet the housing element of their comprehensive plans as it relates to the provision of housing affordable to all economic sectors; and

(iv) Should be a goal of all housing authorities and local governments.

(d) The loss of manufactured/mobile home communities should not result in a net loss of affordable housing, thus compromising the ability of local governments to meet the affordable housing needs of its residents and the ability of these local governments planning under RCW 36.70A.040 to meet affordable housing goals under chapter 36.70A RCW.

(e) The closure of manufactured/mobile home communities has serious environmental, safety, and financial impacts, including:

(i) Homes that cannot be moved to other locations add to Washington's landfills;

(ii) Homes that are abandoned might attract crime; and

(iii) Vacant homes that will not be reoccupied need to be tested for asbestos and lead, and these toxic materials need to be removed prior to demolition.

(f) The self-governance aspect of tenants owning manufactured/mobile home communities results in a lesser usage of police resources as tenants experience fewer societal conflicts when they own the real estate as well as their homes.

(g) Housing authorities, by their creation and purpose, are the public body corporate and politic of the city or county responsible for addressing the availability of safe and sanitary dwelling accommodations available to persons of low income, senior citizens, and others.

(2) It is the intent of the legislature to encourage and facilitate the preservation of existing manufactured/mobile home communities in the event of voluntary sales of manufactured/mobile home communities and, to the extent necessary and possible, to involve manufactured/mobile home community tenants or an eligible organization representing the interests of tenants, such as a nonprofit organization, housing authority, or local government, in the preservation of manufactured/mobile home communities.

§ 59.22.050. Office of mobile home affairs—Duties

In order to provide general assistance to resident organizations, qualified tenant organizations, and tenants, the department shall establish an office of mobile/manufactured home relocation assistance. This office shall:

(1) Subject to the availability of amounts appropriated for this specific purpose, provide, either directly or through contracted services, technical assistance to qualified tenant organizations as defined in RCW 59.20.030 and resident organizations or persons in the process of forming a resident organization pursuant to this chapter. The office will keep records of its activities in this area.

(2) Administer the mobile home relocation assistance program established in chapter 59.21 RCW, including verifying the eligibility of tenants for relocation assistance.

§ 82.45.010. "Sale" defined (scheduled to sunset on January 1, 2030)

* * * *

(3) The term “sale” does not include:

* * * *

(r) A qualified sale of a manufactured/mobile home community, as defined in RCW 59.20.030.