



1           (b) All services included in the rental fee for a manufactured home shall be  
2 clearly defined, including water and sewer, garbage removal, lawn maintenance, and use  
3 of any clubhouse or pool.

4           (c) Every operator shall provide tenants with a list of the park rules. These rules  
5 may be changed so long as tenants are given at least 60 days' notice of such changes,  
6 unless the rule changes are the result of changes in State or local law, in which case no  
7 such notice is required.

8 **"§ 42A-2. Sales of manufactured homes.**

9           (a) The owner of a manufactured home has the exclusive right to sell the home,  
10 and an operator may not receive any fee or commission on the sale of the home unless the  
11 owner otherwise agrees in writing.

12           (b) An operator may not place unreasonable or discriminatory restrictions on the  
13 placement of 'for sale' signs or upon access to the community by prospective purchasers  
14 or realtors, or otherwise interfere with the efforts of tenants to sell their manufactured  
15 homes. The operator may enact rules regulating the size, placement, and character of 'for  
16 sale' signs.

17 **"§ 42A-3. Change in use of land.**

18           An operator may terminate a rental agreement in order to change the use of the  
19 community's land only by providing each tenant with written notice at least 30 days prior  
20 to such change in use.

21 **"§ 42A-4. Retaliatory conduct.**

22           Tenants in manufactured home communities may organize resident homeowners'  
23 associations without retaliatory action by the operator. The provisions of G.S. 42-37.1  
24 provide tenants with the defense of retaliatory eviction with regard to the protected  
25 activities enumerated in that section."

26           Sec. 2. This act becomes effective January 1, 1996, and applies to all rental  
27 agreements entered into or renewed on or after that date.