

# Promoting Resident Ownership of Communities

## Appendix B

### SUMMARY OF STATE MANUFACTURED HOME PURCHASE OPPORTUNITY LAWS

#### California

Cal. Civ. Code § 798.80

**When is notice required?** The owner of the community must provide written notice of his or her intention to sell the community.

**When must the owner provide the notice?** Notice must be provided not less than 30 days or more than one year prior to the owner entering into a written listing agreement with a licensed real estate broker to sell the community; or offering to sell the community to any party. The offer to sell a community must be initiated by the community owner or his agent.

**To Whom?** The owner must provide written notice of his or her intention to sell the community to the president, secretary and treasurer of any resident organization.

**Will notice be provided automatically?** No, the resident association must first provide the community owner or manager with written notice of: (1) the name and address (including changes of names or addresses) of the president, secretary and treasurer of the organization; and (2) residents' interest in purchasing the community. The initial notice of residents' interest in purchasing the community must be made prior to the community owner listing or offering the community for sale, and residents must give notice once each year thereafter.

**Do residents have a right of first refusal?** No.

**Any exceptions to the requirements?** Yes, notice is not required for any sale or transfer: (1) by the community owner to relatives; (2) by gift, devise or operation of law; (3) by a corporation to an affiliate; (4) by a partnership to a partner; (5) any conveyance resulting from foreclosure of the mortgage or deed of trust; (6) between or among joint tenants or tenants in common; and (7) under eminent domain.

**Is there a tax incentive?** No.

**Penalty:** Sale of community in violation of the law is not invalid. Residents or the resident association can bring an action against the seller.

#### Connecticut

Conn. Gen. Stat. § 21-70

**When is notice required?** The owner of the community must provide written notice of his intention to discontinue the use of the land as a manufactured housing community or his intention to sell the land to a person who intends to discontinue such use.

**When must the owner provide the notice?** The notice should be mailed or delivered 120 days prior to discontinuance of use of the land as a manufactured home community.

**To Whom?** Notice must be provided to each unit in the community. If the owner of the unit does not reside in the community then notice should be sent to the owner's address, provided the owner sent a written notice to the community owner with his or her address.

The notice must also be sent to the resident association if the association made written request for the notice. The resident association can be formed after notice was received to pursue the sale of the community. § 21-70(f)(3).

**Will notice be provided automatically?** Notice will be provided automatically to all residents, but notice will be sent to the resident association only if the association made written request for the notice.

**Do residents have a right of first refusal?** Yes. Within 120 days after the notice was mailed, any association representing at least 25% of the units in the community may notify owner that it is interested in purchasing community. A copy of this statement of intent to purchase the community may be filed with the land records. The association has 365 days after the notice of intent to sell the community was mailed to purchase the community through negotiation or other method (see below). Upon request, the Department of Economic & Community Development will assist with developing financing to purchase the community.

If negotiations fail and the association and the community owner cannot agree on the purchase price, then the association shall have the right to purchase the community if: (1) the association can match a bona fide offer by a third party which the community owner was prepared to accept; or if no such offer, (2) the association must match a purchase price established by an appraiser chosen by the community owner and the association. If the association and the community owner cannot agree on an appraiser then either party must notify the other in writing and each party chooses an appraiser, then the two appraisers choose a third appraiser, and the three appraisers will establish the value of the community.

**Any exceptions to the requirements?** If the majority of residents in a community with 200 or more units have been given written notice of an intent to discontinue the use of the land as a community before June 10, 1999, then any subsequent notice of discontinuance required by the law, and any notice given or action taken by the association under the law will be subject to the time limitations that were in effect prior to June 23, 1999.

**Is there a tax incentive?** No.

**Penalty:** None specified.

### Delaware

Del. Code tit. 25, § 7026

**When is notice required?** The owner of a manufactured home community must provide notice upon reaching a decision to sell, transfer, or convey all or part of a community.

**When must the owner provide the notice?** Notice must be provided when the community owner reaches a decision to sell, transfer, or convey all or part of a manufactured home community. The home owner association has 30 calendar days to respond to the notice by indicating that it intends to accept the offered price or by making a counteroffer. If the home owner association accepts the offered price, or the community owner accepts the counteroffer, the parties have an additional 30 days to formalize the contract, and the sale must close within 90 days. If the home owner association makes a counteroffer, the community owner cannot sell the community for less than that price for 12 months. The community owner may sell the community for a higher price, but must give the home owner association seven business days to match that price if it is within 4.5% to 6% (depending on the sale price) of the association's counteroffer.

**To Whom?** The community owner must send notice to the Delaware Manufactured Home Relocation Authority, the Consumer Protection Unit of the state Attorney General's office, and to the statewide manufactured home owners association. In addition, if the Authority has informed the community owner that a registered home owner association exists in the community, the community owner must send notice directly to the association. If the Authority has not informed the community owner of a registered home owner association, then the community owner's notice to the Authority must include a list of the names and addresses of all the home owners, and the Authority must, within five business days, send notice to all the home owners.

**Will notice be provided automatically?** Yes.

**Do residents have a right of first refusal?** The home owners have a right of first offer and a right to match certain competing offers, as described above. In addition, if the community owner has decided to sell, transfer, or convey all or part of the community, the law requires the community owner and the home owner association to negotiate in good faith for the sale, transfer, or conveyance of the community to the home owner association. There are also special provisions for auctions.

**Any exceptions to the requirements?** Yes, notice is not required for any sale or transfer: (1) by the community owner to certain specified relatives; (2) by gift, devise or operation of law; (3) to an affiliate; (4) by a partnership to a partner; (5) by a bank, mortgage company, or other mortgagee in connection with a foreclosure; (6) between joint tenants or tenants in common; (7) under eminent domain; (8) as part of an exchange for other real property under Section 1031 of the Internal Revenue Code; or (9) a change in use of the community by the existing community owner.

**Is there a tax incentive?** No.

**Penalty:** Either the community owner or the home owner association may seek equitable relief. The offending party is liable for actual damages. A willful violation is a per se violation of the state consumer fraud statute and the aggrieved party may be entitled to treble damages. In any action, the court may award reasonable attorney's fees.

### Florida

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

**When is notice required?** Notice is required in three instances.

First, the owner of the community must provide notice to the officers of the homeowners' association if he or she offers the community for sale. The notice must contain the price and the terms and conditions of the sale.

Second, the owner of the community must provide notice to the officers of the homeowners' association if he or she receives a bona fide offer from a third party to purchase the community and the owner intends to consider the offer or make a counteroffer. This notice must contain the price and the material terms and conditions under which the owner would consider selling the community.

Third, if a community is closing because of change of use, residents cannot be evicted unless the community owner has given written notice to the homeowners' association of its right to purchase the community at the price and under the terms and conditions set forth in the notice.

**When must the owner provide the notice?** If the community is offered for sale, notice must be given at least 45 days before the owner sells the community. If the community owner receives a bona fide offer from a third party to purchase the community that he or she intends to consider or make a counteroffer to, notice must be given before the community owner accepts the offer, but no delay period is required. If the community owner is closing the community because of change of use, the community owner must give the residents 45 days to sign and deliver a contract to purchase the community at the price and under the terms and conditions set forth in the notice.

**To Whom?** Notice must be provided to the officers of the homeowners' association created pursuant to state law. See §§ 723.075, 723.076. To form an association, residents need the written consent of two-thirds of all home owners; the association must be incorporated.

**Will notice be provided automatically?** No, notice is required only if the homeowners form an incorporated homeowners' association, and notify the community owner by personal delivery or certified mail, return receipt requested, of its existence and the names and addresses of its officers. The association must also notify the community owner by certified mail, return receipt requested, of any change of the names and addresses of the association's president or registered agent, and must file a notice with the local clerk of the circuit court of its right to purchase the community, and send a copy of this notice to the community owner by certified mail, return receipt requested.

**Do residents have a right of first refusal?** Yes, but only if the community owner offers the community for sale. In that case, the residents, through the homeowners' association, have the right to purchase the community provided that they meet the price and the terms and conditions of the sale. They must enter into a contract with the community owner within 45 days of the mailing of the notice. If a contract is not signed within 45 days, the community owner has no further obligations unless he offers to sell the community for a lower price than the price specified in the notice.

If the community owner offers to sell the community for a lower price than the price specified in the notice, the association will have an additional 10 days to meet the price and the terms and conditions of the sale by signing a contract.

If the community owner receives a bona fide offer from a third party to purchase the community, the owner is obligated to notify the homeowners' association and consider any offer from the association. The community owner is not required to sell the community to residents or to interrupt or delay negotiations with third parties, and they may enter into a contract with third parties at any time to sell the community.

**Any exceptions to the requirements?** Yes, the law does not apply to any sale or transfer: (1) to the community owner's heirs; (2) by gift, devise or operation of law; (3) by a corporation to an affiliate; (4) by a partnership to a partner; (5) any conveyance of an interest in the community incidental to the financing of the community; (6) any conveyance resulting from foreclosure of the mortgage or deed of trust or a deed in lieu of foreclosure; (7) between or among joint tenants or tenants in common; (8) any exchange of a community for other real property; and (9) under eminent domain.

**Is there a tax incentive?** No.

**Penalty:** None specified.

## Idaho

Idaho Code § 55-2013A

**When is notice required?** Notice is required if the owner of the community enters into a listing agreement with a licensed real estate broker to effect the sale of all or part of the community.

**When must the owner provide the notice?** Notice must be given within fifteen days of entering into a listing agreement.

**To Whom?** The owner must provide written notice of his or her intention to sell the community to three officers of the resident association designated in writing by the association.

**Will notice be provided automatically?** No, the residents must first form an association for the purpose of purchasing the community and must give the community owner notice of their interest in purchasing the community and the names and addresses of three designated officers.

**Do residents have a right of first refusal?** No.

**Any exceptions to the requirements?** Yes, notice is not required for: (1) a government taking by eminent domain; (2) a forced sale by foreclosure or a deed given in lieu of foreclosure; (3) a transfer by gift, devise or operation

of law; (4) a transfer by a corporation to an affiliate; (5) a conveyance incidental to financing the community; (6) an exchange of the community for other real property; (7) a transfer of by a partnership to one or more of its partners; or (8) a sale or transfer to a person who would be an heir, or to a trust the beneficiaries of which would be heirs, if the community owner died intestate.

**Is there a tax incentive?** No.

**Penalty:** None stated.

### Maine

Me. Rev. Stat. Ann. Tit. 10 § 9094-A

**When is notice required?** The community owner must provide written notice to each tenant of the community if he or she receives an offer to purchase the community that he or she intends to accept. The notice must indicate that the owner has received an offer to purchase the community and that the owner intends to accept the offer.

**When must the owner provide the notice?** Tenants are entitled to 45 days notice. During the 45 day period, the owner may not sign a contract to sell the community.

**To Whom?** The owner must provide written notice, by regular mail, to each tenant.

**Will notice be provided automatically?** Yes.

**Do residents have a right of first refusal?** No.

**Any exceptions to the requirements?** Yes, the owner may sell the community without notifying the tenants if the purchase and sale agreement governing the sale requires the deed to contain a covenant prohibiting the purchaser from changing the use of the community for 2 years after transfer. That covenant must be enforceable by the tenants.

**Is there a tax incentive?** No.

**Penalty:** Home owners or an association may bring an action for injunctive relief, damages and attorneys' fees for violation of the statute.

### Massachusetts

Mass. Gen. Laws ch. 140, § 32R

**When is notice required?** is required in three instances.

First, notice is required if the owner intends to sell or lease all or a part of the land on which the community is located for any purpose.

Second, notice is required if the owner of the community receives a bona fide offer to purchase or lease the community that the owner intends to accept, if the sale of the community would result in a change of use or discontinuance of the community.

Third, notice is required if the owner of the community receives other offers to purchase or lease the community, other than leases of single lots to individual residents. However, this notice will only be provided if residents request it in writing. See below.

**When must the owner provide the notice?** The first notice, of the intention to sell the land, must be mailed within 14 days after any advertising, listing or public notice is made that the community is for sale or lease, but no less than 45 days before the sale or lease occurs.

The second notice, of the receipt of a bona fide offer that would result in a change of use or discontinuance of the community, is required when the owner receives an offer he or she intends to accept. The time period is not specified in the statute, but residents have 45 days after receipt of the notice to submit a proposed purchase and sale or lease agreement to the owner. The notice must include the price and the terms and conditions of the offer.

The third notice, of other offers to purchase or lease the community, must be given before any sale or lease of the land. The time period is not specified in the statute, but residents have 45 days after receipt of the notice to submit a proposed purchase and sale or lease agreement to the owner. The notice must include the price and the terms and conditions of the offer. Other limitations apply. See summary below.

**To Whom?** The first notice, of the intention to sell the land, must be mailed, by certified mail, to each resident, with copies to the attorney general, director of housing & community development, and the local board of health.

The second notice, of the receipt of a bona fide offer that would result in a change of use and which the owner intends to accept, must be mailed, by certified mail, to each resident, with copies to the attorney general, director of housing & community development, and the local board of health.

The third notice, of other offers to purchase or lease the community, must be sent to each resident only if more than 50% of tenants residing in the community or an incorporated home owners' association or group of tenants representing more than 50% of tenants living in the community notifies the owner or operator in writing of their desire to receive information regarding the proposed sale or lease.

**Will notice be provided automatically?** Yes as to the first and second notices. The third notice will be sent only if a resident association or more than 50% of the residents notify the owner or operator in writing.

**Do residents have a right of first refusal?** Yes, in limited circumstances. A group or association representing at least 51% of the home owners shall have the right to purchase if the owner received a third party bona fide offer to sell or lease. The group or association must: (1) submit evidence that at least 51% of home owners have approved the purchase; (2) submit a proposed purchase & sale agreement on substantially equivalent terms within 45 days of receiving (the second or third) notice; (3) obtain financing within an additional 90 days after signing the purchase & sale agreement or lease; and (4) close on the purchase & sale agreement within 90 days after the period to obtain financing expires. Failure of residents to meet the timeline will terminate the right to purchase or lease the community. The time period may be extended by agreement.

The owner must negotiate in good faith. The owner cannot unreasonably refuse or delay the process where residents have made a bona fide offer to meet the price and substantially equivalent terms and conditions of the offer.

Residents can assign their right to purchase the community to a city, town, housing authority, or state agency for purpose of continuing the use of the land as a community.

The right of first refusal does not apply if the owner receives an offer as a result of listing the community for sale.

**Any exceptions to the requirements?** The right of first refusal does not apply to the sale or transfer of the land: (1) to heirs; (2) by gift, devise or operation of law; (3) foreclosure; and (4) under eminent domain.

**Other requirements?** If the community is not sold to residents then seller or lessor must file an affidavit of compliance with the attorney general, the director of housing & community development, the local board of health, and the registry of deeds, within 7 days of the sale or lease. Any lease for 5 years or less must require that the lessee cannot discontinue or change the use of the community during the term of the lease.

**Is there a tax incentive?** No.

**Penalty:** Under regulations adopted by the Attorney General, it is an unfair and deceptive act, in violation of the state consumer protection statute, M.G.L. c. 93A, for an owner or operator to not comply with laws governing manufactured housing communities.

### Minnesota

Minn. Stat. § 327C.095, § 327C.096

**When is notice required?** In three situations:

First, if a prospective purchaser intends to close the community or convert it to another use within one year of purchase, the community owner must give written notice of the purchaser's intent to close the community and must offer the community to the residents for purchase.

Second, if the purchaser decides to convert the community to another use within one year of purchase, the purchaser (new owner) must give written notice of his intent to close the community and offer the community to residents for purchase.

Third, notice is required if an owner offers the community for sale through newspaper advertisement or by listing with a realtor.

**When must the owner provide the notice?** The community owner's notice of the prospective purchaser's intent to close the community or convert it to another use must be provided 45 days before any agreement to purchase the community is signed.

A new owner who decides to close the community or convert it to another use within one year of purchase must give notice that allows the residents 45 days to execute an agreement to purchase the community.

If an owner offers the community for sale, notice must be provided concurrently with the newspaper advertisement or listing with a realtor. Notice of sale may be provided once per year. The statute does not require any delay period after the notice.

**To Whom?** The community owner must provide a resident of each home with notice of the purchaser's intent to close the community or convert it to another use. The notice must state that upon request, the community owner will provide residents with the cash price and the terms and conditions of the purchaser's offer.

If a new owner decides to close the community or convert it to another use within one year after the purchase, he must give written notice of his intent to close the community to a resident of each home.

If an owner offers the community for sale, notice must be provided to a resident of each home.

**Will notice be provided automatically?** Yes.

**Do residents have a right of first refusal?** Yes, but only where the purchaser intends to or decides to close the community or convert it to another use within one year of purchase.

*Intent to Convert Use of Community at time of Purchase (§ 327C.95, subd. 6)*

Once the community owner sends notice of the purchaser's intent to close the community or convert it to another use, the residents have 45 days to meet the cash price and the terms and conditions of the offer and sign a contract with the owner to purchase the community. The owner must accept the offer if the residents meet the cash price and the same terms and conditions of the offer. During the 45 day notice period, owners of at least 51% of the homes in the community or a non profit organizations representing 51% of the home owners have the right to purchase the community.

*Intent to Convert Use of Community After Purchase (§ 327C.95, subd. 7)*

If the new owner decides to convert the community to another use within one year of purchase, the new owner must offer the community to the residents for purchase. The residents have 45 days after notice is issued to sign a contract with the new owner to purchase the community. During the 45 day notice period, owners of at least 51% of the homes in the community or a non profit organizations representing 51% of the home owners have the right to purchase the community. The residents must pay the new owner the cash price, which is equal to the original purchase price paid by the new owner plus expenses and improvements and any increase in value of the community. The residents must pay the cash price within 90 days of signing the purchase and sale agreement.

**Any exceptions to the requirements?** Yes, the right of first refusal does not apply to a conveyance of an interest in the community (1) incidental to financing; (2) by foreclosure; or (3) under eminent domain.

If an owner offers the community for sale, the notice of sale does not apply to: (1) the community owners' heirs; (2) by a corporation to an affiliate; (3) by a partnership to a partner; (4) incidental to the financing of the community; (5) under eminent domain.

**Is there a tax incentive?** No.

**Penalty:** The attorney general may bring an action.

### Montana

Mont. 2009 Session Laws, Ch. 389 (H.B. 636); Mont. Code § 15-30-111

**Is there a tax incentive?** Yes. 50% or 100% (depending on the size of the park) of the gain recognized from the sale or exchange of a mobile home park is excluded from adjusted gross income or gross income for state tax purposes if the sale is to a tenants' association, a mobile home park residents' association, a nonprofit § 501(c)(3) organization that purchases a mobile home park on behalf of such an association, or a county or municipal housing authority.

### Nevada

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

**When is notice required?** The community owner must provide written notice if he or she lists all or a part of the community for sale with a licensed real estate broker.

**When must the owner provide the notice?** The notice of the listing of the community for sale must be provided not less than 10 days nor more than 30 days before the community is listed for sale.

**To Whom?** The owner must provide written notice of the listing to any association of tenants that requested the notice.

**Will notice be provided automatically?** No. The association must: (1) send the landlord a written request for the notice; (2) provide the landlord with a written list of the names and addresses of three members of the association; and (3) give written notice to the landlord of the tenants' interest in buying the community and renew that notice at least once a year after the initial notice.

**Do residents have a right of first refusal?** No.

**Any exceptions to the requirements?** Yes, notice is not required if the listing is not initiated by the owner (or his agent). The law does not apply to corporate cooperative communities.

**Is there a tax incentive?** No.

**Penalty:** None specified.

### New Hampshire

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

**When is notice required?** The community owner must provide written notice to each tenant and the New Hampshire housing finance authority before making a final unconditional acceptance of an offer to sell or transfer the community.

**When must the owner provide the notice?** The community owner must provide the notice 60 days before accepting the offer.

**To Whom?** The written notice must be provided to each tenant and the New Hampshire housing finance authority. The notice to the tenants must state that the owner intends to sell the community, and the price, terms and conditions of the offer, that he or she intends to accept; or the terms and conditions on which the owner intends to sell the community. The notice must include a copy of the offer setting forth a description of the property to be purchased, and the price, terms and conditions of the offer.

The notice to the New Hampshire housing finance authority must state that the owner intends to sell the community.

**Will notice be provided automatically?** Yes.

**Do residents have a right of first refusal?** No. The community owner must consider any offer received from the tenants or the tenants association and negotiate in good faith during the 60 day notice period. The tenants must put their offer in writing (purchase & sale agreement) during the 60 days. The tenants will have a reasonable time beyond the 60 days to obtain financing during for the purchase.

**Any exceptions to the requirements?** Yes, notice is not required for any sale or transfer: (1) by the community owner to relatives; (2) by a partnership to a partner; (3) by a bank, mortgage company, or other mortgagee at a foreclosure sale, or after having acquired the property at a foreclosure sale; (4) conveyance of an interest incidental to the financing of the community; (5) between joint tenants or tenants in common; and (6) under eminent domain.

**Penalty:** An owner that sells or transfers the community and willfully fails to comply with the law will be liable to tenants in the amount of \$10,000 or 10% of the total sales price. The total damages to all tenants (in the aggregate) may not exceed \$10,000 for 10% of the total sales price, whichever is greater. The sale or transfer will be valid, and tenants cannot bring an action to have it set aside.

## New Jersey

N.J. Rev. Stat. §§ 46:8C-11-46:8C-11-13, 46:8C-15, 46:8C-16, 46:8C-21

**When is notice required?** Notice is required in two circumstances.

First, notice is required when the community owner puts the community up for sale.

Second, notice is required when the community owner receives a bona fide offer to purchase the community if he intends to consider it or make a counter-offer to it.

Note: the requirements of notice and the right of first refusal do not apply to a sale or transfer which is not made in contemplation of changing the use of the property.

**When must the owner provide notice?** If the community owner offers the community for sale, written notice must be sent to the board of directors of the homeowners' association with the price and the terms and conditions of sale. After receiving the notice, the residents have 45 days to exercise their right of first refusal. If no homeowners' association exists, then notice must be sent to individual homeowners 15 days before putting the community on the market, and they have 60 days to exercise the right of first refusal. See § 46:8C-15 (b)

A community owner who receives a bona fide offer must give written notice to the board of directors or trustees of the homeowners' association or individual residents if no association exists within 10 business days.

**To Whom?** Notice that the community is being offered for sale must be sent to the board of directors of any homeowners' association created pursuant to the law. If there is no homeowners' association at the time a community is put up for sale, the community owner must notify residents individually.

A community owner who receives a bona fide offer must give written notice to board of directors or trustees of homeowners' association or individual residents if no association exists.

**Will notice be provided automatically?** Yes.

**Do residents have a right of first refusal?** Yes, the owner's responsibilities differ according to the circumstances.

*Community Owner Responsibility When Put Community on Market (§ 46:8C-11)*

The homeowners, through the association have a right to purchase the community, if: (1) 2/3 of unit owners approve the purchase; (2) meet the price and terms and conditions of community owner; and (3) sign a contract with community owner within 45 days (can mutually extend this time).

If there is no homeowners' association at the time a community is put up for sale, the community owner must notify residents individually; residents have to form an association, and sign a contract within 60 days.

If the contract is not executed within the time period allowed, the community owner has no further obligations, unless the community owner offers the land for sale at the same price or a lower price (than specified in the notice) to the association. If so, the homeowners' association has an additional 10 days to meet the price, terms and conditions of that offer and execute a contract. But if this new offer comes more than three months after the original offer (in the notice) then the parties have 30 days to execute the contract.

*Community Owner Responsibility After Receipt of a Bona fide Offer (§ 46:8C-12)*

There is a 30 day delay before the community can be sold. After the association receives notice, the association should appoint a three person panel. The three-member panel has 30 days (after receiving notice of the price & terms of a third party offer) to review the third party offer and negotiate the terms of a sale of the community to the association. If the three-member panel and the community owner negotiate but could not agree, the community owner is bound to sell the community to the association on the same terms as the offer it received from the third party.

The directors or trustees of the association have 10 days to consider the offer, and the community owner is bound by the terms reported to the association for that time. If the directors or trustees of the association and 2/3 of residents agree, then the price and terms agreed upon and reported will constitute the contract for sale.

**Any exceptions to the requirements?** Yes, notice is not required for transfers : (1) not made in contemplation of a change in use (2) to the owners' heirs; (3) by gift, devise or operation of law; (4) by a corporation to an affiliate; (5) by a partnership to a partner; (6) incidental to the financing of the community; (7) any conveyance resulting from foreclosure of the mortgage; (8) between joint tenants or tenants in common; (9) under eminent domain; (10) as a result of condominium or co-op conversion; and (11) any sale of land adjacent to the community which is owned by the community owner, and the land does not have sites, or spaces or related recreational facilities.

**Is there a tax incentive?** No.

**Penalty:** None specified.

**New York**

N.Y. Pers. Prop. Law § 233-1

**When is notice required?** The park owner must provide notice of the price, terms, and conditions of a bona fide offer that the park owner intends to accept (or a counteroffer made by the park owner), but only if the prospective buyer intends to discontinue using the property for manufactured home lot rentals within 60 months after closing. The prospective buyer must give the park owner a certification regarding whether the buyer intends to change the use of the land.

**When must the owner provide the notice?** The park owner must give the residents a 120-day period after the notice to meet the price, terms, and conditions of the existing offer. A new notice is required if, after the 120-day period, the park owner elects to offer to sell the park for a lower price or on substantially different terms, in which case there is an additional ten-day period for a homeowners association to meet the new price or terms.

**To Whom?** If there is a homeowners association in the park that meets certain requirements, the park owner must notify its officers. If there is no homeowners association, the park owner must give notice to each homeowner.

**Will notice be provided automatically?** Yes.

**Do residents have a right of first refusal?** Yes. If, within 120 days of receipt of the notice, a homeowners association delivers an offer to the park owner to purchase the park on the identical price, terms, and conditions as the prospective purchaser's offer, it has the right to purchase the park. A resident association may be formed after receiving the notice from the park owner.

**Any exceptions to the requirements?** Yes, notice is not required for: (1) any conveyance of an interest in the park incidental to financing of the park; (2) the purchase of a park by a governmental entity under its powers of eminent domain.

**Is there a tax incentive?** No.

**Penalty:** None stated.

## North Carolina

N.C. Gen. Stat. §§ 105-130.5, 105-134.6

**Is there a tax incentive?** Yes. North Carolina provides a tax incentive when a community owner transfers the land comprising a manufactured home community in a single purchase to a group composed of a majority of the manufactured home community leaseholders or to a nonprofit organization that represents such a group. To be eligible for this deduction, the community owner must give notice of the sale to the North Carolina Housing Finance Agency under N.C. Gen. Stat. § 42-14.3, which governs closure notices.

## Oregon

Or. Rev. Stat. §§ 90.760, 90.800, 90.810, 90.815, 90.820, 316.791

**When is notice required?** The owner of the community must provide written notice when all or any portion of the community is subject to a listing agreement, and also within ten days of receipt of an offer that the owner intends to consider.

**When must the owner provide the notice?** The owner must notify the tenants' association or facility purchase association (a group of three or more tenants who reside in a community and have organized for the purpose of eventual purchase of the community) within 10 days of any written offer he receives to purchase the facility, which he intends to consider; or any listing agreement entered into to sell the community. Notice must be mailed.

**To Whom?** The owner must provide written notice to no more than three people or addresses within the tenants' association and the facility purchase association.

**Will notice be provided automatically?** No. The tenants' association (or a facility purchase association) must give written notice to the owner requesting notice if all or a portion of the community is put up for sale. The

statute can be interpreted, however, to require the owner to give the tenant association or facility purchase association notice of an offer to purchase the community even if the association has not sent this notice to the owner.

**Do residents have a right of first refusal?** No. They are entitled to notice. Within 14 days of delivery of the notice, the tenants' or facility purchase association must notify the community owner that it is interested in purchasing the community. The owner is then obligated to negotiate with the tenants' or facility purchase association in good faith and provide the association with the same opportunity that a bona fide third party would have to purchase the community. (However, effective January 1, 2012, the law will provide a right of first refusal during the 14-day period after the tenants' association or facility purchase association responds to the community owner's notice by indicating an interest in purchasing the community.)

**Any exceptions to the requirements?** Yes, notice is not required for any sale or transfer to: (1) the owner's heirs; (2) by gift, devise or operation of law; (3) by a corporation to an affiliate; (4) by a partnership to a partner; (5) conveyance of interest incidental to financing; (6) any conveyance resulting from foreclosure of the mortgage or deed of trust; (7) between or among joint tenants or tenants in common; (8) exchange of the community for other real estate; and (9) under eminent domain.

**Is there a tax incentive?** Yes. Proceeds from the sale of a community to a tenants' or facility purchase association, a tenants' association supported nonprofit, a CDC, or a housing authority are **exempt from taxation**. This is a temporary provision, originally applying to tax years 2006 and 2007, but extended in 2007 to apply to tax years beginning 2006 through 2013.

**Penalty:** None specified

## Rhode Island

R.I. Gen. Laws § 31-44-3.1

**When is notice required?** Notice is required in two circumstances. First, notice is required if the community owner receives a bona fide offer that he or she intends to accept, to sell the community for any purpose or to lease of the community for a use that would result in a discontinuance of the community.

Second, the community owner is also required to provide notice if he offers the community for sale or lease for a use that would result in a discontinuance of the community.

**When must the owner provide the notice?** The notice that the community owner has received an offer must be sent sufficiently in advance so that the resident association can exercise its right of first refusal. The notice that the community owner has offered the community for sale must be sent to the resident association within 14 days of any advertisement or other public notice.

**To Whom?** Notice must be sent to an incorporated home owners' association representing at least 51% of home owners in the community.

The notice of a pending sale should contain the following information about the transaction if applicable: (1) price or lease payment; (2) terms of seller financing; (3) terms of assumable financing; (4) appraised value of any property included in a land trade; (5) proposed improvements by owner; (6) an assurance of reasonable access to the property; (7) any easements, permits, or licenses; (8) a survey, a legal description of community, and a list of operating expenses; (9) the rent roll; (10) hazardous waste; (11) data on water, sewer, electrical systems; (12) income & operating expenses.

**Will notice be provided automatically?** No. An incorporated home owners' association representing at least 51% of home owners must first send a certified letter to the community owner indicating that the association has the requisite number of members and has the authority, given by the articles of incorporation, to negotiate for, acquire, and operate the community on the residents' behalf.

**Do residents have a right of first refusal?** Yes. An incorporated association representing 51% of the home owners shall have the right to purchase or lease the community if it meets the same price and terms and conditions of any bona fide third party offer to which it received notice.

The association must: (1) sign a purchase & sale agreement within 45 days of receiving notice; (2) obtain financing within an additional 135 days.

Failure of residents to meet the timeline outlined above will terminate their right to purchase the community. The time period may be extended by delay of the community owner or litigation or by agreement.

The owner must negotiate in good faith. The owner cannot “unreasonably” refuse or delay the process where residents have made a bona fide offer to meet same price and terms and conditions of offer. The deposit must be returned if the association made a reasonable effort but could not find financing.

**Any exceptions to the requirements?** No right of first refusal for transfers: (1) to heirs; (2) by gift, devise or operation of law; (3) by foreclosure; and (4) to a government by negotiated purchase or under eminent domain.

**Other requirements?** Yes. If the land is not sold to residents then the seller must file an affidavit of compliance.

**Is there a tax incentive?** No.

**Penalty:** None stated.

## Vermont

Vt. Stat. Ann. Tit. 10, § 6242, tit. 32, § 5828.

**When is notice required?** The owner of the community must provide written notice of his intention to sell the community.

**When must the owner provide the notice?** Notice must be provided at least 45 days before the owner accepts an offer to purchase the community.

**To Whom?** The owner must provide written notice of his or her intention to sell the community to each home owner and the commissioner of the department of housing and community affairs by certified mail.

The notice must state: (1) that the owner intends to sell the community; (2) the price, terms and conditions under which the owner offers the community for sale; (3) a list of affected home owners and the number of leaseholds held by each; (4) whether the owner is in compliance with relevant statutes, regulations and permits; (5) the 45- and 90-day periods for the home owners to buy the community.

**Will notice be provided automatically?** No.

**Do residents have a right of first refusal?** No. But the home owners do have 45 days to decide whether they want to purchase the community and provide written notice to the owner. They can purchase the community through a group representing the majority of the home owners or a nonprofit corporation approved by a majority of the home owners. During the 45 day period the community owner cannot enter into a contract to sell the community. If the owner receives no notice from the home owners or if the home owners decide they do not want to purchase the community, the community owner has no further restrictions on the sale for one year as long as the sale price is no less than the price stated in the notice to the home owners or is substantially higher than an offer made by the home owners or a nonprofit corporation approved by the home owners.

If the community owner receives written notice that a majority of the home owners intend to purchase the community, then the community owner is barred from entering into a contract with anyone (except the home owners) to sell the community for 90 additional days. The community owner must negotiate in good faith and consider any offer made by the home owners.

**Any exceptions to the requirements?** Yes, the law does not apply to any sale, transfer or conveyance: (1) by the community owner to relatives; (2) among partners who own the community; (3) by a foreclosure sale; (4) incidental to the financing of the community; (5) between joint tenants or tenants in common; and (6) under eminent domain.

**Is there a tax incentive?** Yes. The owner will receive a **tax credit** for selling the community to a group representing the majority of the home owners or a nonprofit corporation approved by a majority of the home owners. The credit is 7% of the taxpayer's gain.

**Penalty:** An owner that sells the community without complying with the law will be liable to residents in the aggregate amount of \$10,000 for 50% of the gain realized by the owner from the sale, whichever is greater; and actual and punitive damages.

### Washington

Wash. Rev. Code Ch. 59.20.030 and § 82.45.010

**When is notice required?** The owner of the community must provide written notice when any advertisement, multiple listing, or public notice advertises that a community is for sale.

**When must the owner provide the notice?** Notice must be provided within 14 days after the advertisement, multiple listing, or public notice.

**To Whom?** The owner must provide written notice by certified mail or personal delivery to each tenant, the officers of any known qualified tenant organization, the state office of manufactured housing, the local government, the local housing authority, and the state housing finance commission.

The notice must state: (1) that the owner intends to sell the community; and (2) the contact information for the owner or the owner's agent who is responsibility for communicating with a qualified tenant organization or eligible organization (i.e. a local government, local housing authority, nonprofit community or neighborhood-based organization, a federally recognized Indian tribe, or a regional or statewide nonprofit housing assistance organization) regarding sale of the property.

**Will notice be provided automatically?** Yes.

**Do residents have a right of first refusal?** No. But the statute states that community owners are "encouraged" to negotiate in good faith with qualified tenant organizations and eligible organizations.

**Any exceptions to the requirements?** No.

**Is there a tax incentive?** Yes. A qualified sale of a manufactured/mobile home community is exempt from excise tax on real estate sales. (This provision sunsets on December 31, 2018).

**Penalty:** None stated.