

FIRST REGULAR SESSION

HOUSE BILL NO. 925

99TH GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE MCCAHERTY.

0108H.011

D. ADAM CRUMBLISS, Chief Clerk

AN ACT

To repeal section 700.527, RSMo, and to enact in lieu thereof ten new sections relating to manufactured homes.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Section 700.527, RSMo, is repealed and ten new sections enacted in lieu thereof, to be known as sections 700.527, 700.800, 700.802, 700.804, 700.806, 700.808, 700.810, 700.812, 700.814, and 700.816, to read as follows:

700.527. 1. If a person abandons a manufactured home **or mobile home, as defined in section 700.802**, on any real property owned by another who is renting such real property to the owner of the manufactured home **or mobile home**, and such abandonment is without the consent of the owner of the real property, and the abandoned manufactured home **or mobile home** is not subject to any lien perfected according to sections 700.350 to 700.380, the owner of the real property shall have a lien for unpaid rent against the manufactured home **or mobile home**. The lien for unpaid rent shall be enforced as provided in this section and may be contested as provided in section 700.528.

2. The real property owner claiming a lien on an abandoned manufactured home **or mobile home** shall give written notice to the owner of the manufactured home **or mobile home**, by certified mail, return receipt requested, **and by posting such written notice on the manufactured home or mobile home for not less than thirty days**. The notice shall contain the following:

(1) The name, address, and telephone number of the real property owner;

(2) The name of the owner of the manufactured home **or mobile home** and the make, year, and serial number of the manufactured home **or mobile home**;

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

- 17 (3) That the manufactured home **or mobile home** is abandoned as provided in section
18 700.526 and applicable rule of the director of revenue;
- 19 (4) The duration of such abandonment;
- 20 (5) That the manufactured home **or mobile home** is located on real estate owned by the
21 real property owner;
- 22 (6) That the home is located on such real estate by reason of a valid rental agreement;
- 23 (7) That the homeowner is in default of the rental agreement;
- 24 (8) The amount of rent accrued to the date of the notice and the monthly rate at which
25 future rent will accrue until the abandoned home is redeemed;
- 26 (9) That the homeowner has not paid or made arrangements for the payment of the
27 accrued rent;
- 28 (10) That the real property owner claims a lien for all such rent;
- 29 (11) That the owner of the manufactured home **or mobile home** may redeem the
30 abandoned manufactured home **or mobile home** at any time during business hours by paying all
31 rent accrued under the terms of the rental agreement;
- 32 (12) That the manufactured homeowner **or mobile homeowner** has a right to contest the
33 real property owner's lien by filing, within ten days of receipt of the notice required by this
34 section, a petition in the associate circuit division of circuit court of the county in which the
35 manufactured home **or mobile home** is located;
- 36 (13) That if the manufactured home **or mobile home** remains unredeemed thirty days
37 from the date of mailing of the notice and within ten days of mailing of the notice a petition is
38 not filed to contest the lien, the real property owner may apply to the director of revenue for a
39 lien title. Upon receipt of a lien title, the real property owner shall have the right to sell the
40 manufactured home **or mobile home** to recover unpaid rent, actual and necessary expenses
41 incurred in obtaining a lien title, and conducting and advertising the sale.
- 42 3. The real property owner's lien and the sum of which the homeowner shall be obligated
43 to pay to satisfy the lien shall be the unpaid rent accrued under the terms of the rental agreement
44 to the date the homeowner satisfied the lien or if not so satisfied to the date the home is sold
45 under this section.
- 46 4. The owner of the manufactured home **or mobile home** shall not have the right to
47 remove the home from the real property owner's property until such time as all rent provided for
48 the rental agreement is paid.
- 49 5. If the homeowner has not paid or made arrangements for the payment of the accrued
50 rent with the real property owner within thirty days from the date of mailing of the notice and
51 no petition as provided in section 700.528 has been filed in the associate circuit division of the
52 circuit court in the county in which the abandoned manufactured home **or mobile home** is

53 located to contest the lien or if filed has been dismissed or judgment has been entered on the
54 petition establishing the real property owner's lien, the real property owner may apply to the
55 director of revenue for a certificate of title in order to enforce the lien.

56 6. The application for a lien title shall be in the form furnished by the director of revenue
57 and shall contain and be accompanied by:

58 (1) The make, year, and serial number of the manufactured home **or mobile home**;

59 (2) An affidavit of the owner of real property seeking possession of the manufactured
60 home **or mobile home** that states:

61 (a) The manufactured home **or mobile home** is abandoned as provided in section
62 700.526 and by applicable rule of the director of revenue;

63 (b) The duration of such abandonment;

64 (c) The manufactured home **or mobile home** is located upon real property owned by the
65 real property owner;

66 (d) The manufactured home **or mobile home** is located on the real estate by reason of
67 a valid rental agreement;

68 (e) The homeowner is in default of the rental agreement;

69 (f) The amount of past-due rent and the monthly rate at which future rent will accrue
70 under the rental agreement;

71 (g) The homeowner has not paid or made arrangements for the payment of the rent;

72 (h) The owner of real property claims a lien for all such rent;

73 (i) The real property owner mailed the notice required by subsection ~~[3]~~ 2 of this section
74 to the owner of the manufactured home **or mobile home** by certified mail, return receipt
75 requested;

76 (j) The manufactured homeowner **or mobile homeowner** has not filed a petition in the
77 associate circuit division of circuit court contesting the real property owner's lien, or if a petition
78 was filed, that either the homeowner's petition was dismissed or that a judgment in the real
79 property owner's favor establishing the lien was entered;

80 (3) A copy of the thirty-day notice given by certified mail to the owner of the
81 manufactured home **or mobile home**;

82 (4) A copy of the certified mail receipt indicating that the owner was sent the notice as
83 required in subsection ~~[3]~~ 2 of this section;

84 (5) A copy of the envelope or mailing container showing the address and postal marking
85 that indicate the notice was not forwardable or address unknown;

86 (6) An original, photostatic, or conformed copy of the original contract for the rental of
87 the real property;

88 (7) A copy of any judgment of dismissal of the homeowner's petition to contest the lien
89 or a judgment awarding the real property owner a lien against the manufactured home **or mobile**
90 **home**; and

91 (8) Any other information that the director of revenue may require by rule.

92 7. If the director is satisfied with the genuineness of the application and supporting
93 documents submitted under this section, the director shall issue, in the manner a repossessed title
94 is issued, a certificate of ownership or certificate of title to the real property owner which shall
95 be captioned "lien title".

96 8. Upon receipt of a lien title, the holder shall within thirty days begin proceedings to sell
97 the manufactured home **or mobile home** as prescribed in this section. The real property owner
98 shall be entitled to any actual and necessary expenses incurred in obtaining the lien title,
99 including, but not limited to reasonable attorney's fees and cost of advertising.

100 9. The sale of the manufactured home **or mobile home** shall be held only after giving
101 the owner not less than twenty days' notice, by one of the following means:

102 (1) By personal delivery to the owner of a copy of the notice set out below;

103 (2) By mailing a copy of the notice set out in subsection ~~[4]~~ **10** of this section, by
104 registered mail addressed to the owner of the manufactured home **or mobile home** in which case
105 a return receipt shall be evidence of due notice;

106 (3) By publishing the notice not less than twice in a newspaper of general circulation in
107 the county in which the manufactured home **or mobile home** is to be sold, the last publication
108 to be not less than twenty days prior to the date of sale; or

109 (4) If no newspaper is published within the county in which said manufactured home **or**
110 **mobile home** is to be sold, then by posting the notice, not less than twenty days prior to the date
111 of sale, on five handbills placed in five different places in the county in which the manufactured
112 home **or mobile home** is to be sold and with one of such handbills posted where the
113 manufactured home **or mobile home** is located.

114 10. The form of the notice shall be substantially as follows:

115 "NOTICE

116 Notice is hereby given that on (insert date), sale will be held at (insert place) to sell the following
117 manufactured home **or mobile home** to enforce a lien existing under the laws of the state of
118 Missouri for real estate rental, unless the manufactured home **or mobile home** is redeemed prior
119 to the date of sale:

120

121 Name of Owner: Description of Manufacturer's **or Mobile's** Amount of Lien:

122

123 Manufactured **or Mobile** Serial Number:

124 Home:

125

126 Name of Lienor:".

127 11. The owner of the manufactured home **or mobile home** may redeem the home prior
128 to the sale by payment of all rents due and owing to the real property owner under the rental
129 agreement to the date of sale or payment, whichever is sooner, and payment of actual and
130 necessary expenses incurred in obtaining the lien, including but not limited to reasonable
131 attorney's fees, and necessary expenses of advertising the sale.

132 12. If the manufactured home **or mobile home** is not redeemed prior to the date of sale
133 provided in the notice set forth in this section, the real property owner may sell the manufactured
134 home **or mobile home** on the day and at the place specified in the notice. The proceeds of sale
135 shall be distributed in the following order:

136 (1) To the satisfaction of real property owner's past-due rent and reimbursement of its
137 actual and necessary expenses incurred in obtaining the lien and lien title, including attorney's
138 fees and the necessary expenses of advertising the sale provided for in this section;

139 (2) The excess, if any, shall be paid to the manufactured homeowner **or mobile**
140 **homeowner**.

141

142 If the manufactured homeowner **or mobile homeowner** cannot be located within thirty days of
143 the date of sale, the excess, if any, shall be deposited with the county treasurer of the county in
144 which the home was sold and in the case of a sale within a city not within a county with its
145 treasurer, together with a sworn statement containing the name of the owner, description of the
146 manufactured home **or mobile home** by manufacturer's **or mobile's** serial number, amount of
147 lien, sale price, name of purchaser, and costs and manner of advertising.

148 13. Such treasurer shall credit such excess to the general revenue fund of the county or
149 a city not within a county, subject to the right of the owner to reclaim the same at any time within
150 three years of the date of such deposit with the treasurer, after presentation of proper evidence
151 of ownership and obtaining an order of the county commission, or comptroller of a city not
152 within a county, directed to said treasurer for the return of such excess deposit.

153 14. Any lienor failing to or refusing to deliver to such treasurer the excess proceeds of
154 sale together with a sworn statement as required in this section within thirty days after such sale
155 shall be liable for double the excess of proceeds of such sale, to be recovered in any court of
156 competent jurisdiction by civil action.

157 15. The real property owner's compliance with the requirements of this section shall be
158 a perpetual bar to any action against such owner of real property by any person for the recovery

159 of the manufactured home **or mobile home** or its value or of any damages growing out of the
160 taking of possession and sale of such manufactured home **or mobile home**.

161 16. The real property owner may be a purchaser at the public sale conducted under this
162 section.

163 17. The provisions of this section shall not apply to a manufactured home which is real
164 estate as defined in subsection 7 of section 442.015.

2 **700.800. Sections 700.800 to 700.816 shall be known and may be cited as the**
3 **"Manufactured Home and Mobile Home Residency Law".**

4 **700.802. As used in sections 700.800 to 700.816, the following terms shall mean:**

5 (1) **"Electric utility", any investor-owned electric company regulated by the public**
6 **service commission, any rural electric cooperative, or any municipal electric system that**
7 **provides electrical service;**

8 (2) **"Gas utility", any investor-owned natural gas company regulated by the public**
9 **service commission or any municipal gas system that provides gas service;**

10 (3) **"Homeowner", a person who has a tenancy in a park under a rental agreement;**

11 (4) **"Management", the owner of a park or an agent or representative authorized**
12 **to act on his or her behalf in connection with matters relating to a tenancy in the park;**

13 (5) **"Manufactured home", a single-family dwelling required to be built in**
14 **accordance with regulations adopted under the National Manufactured Housing**
15 **Construction and Safety Standards Act of 1974 (42 U.S.C. 5401 et seq.), as amended;**

16 (6) **"Master-meter customer", management of a manufactured home or mobile**
17 **home park who, as a customer of a utility, purchases electric utility, gas utility, water**
18 **utility, or sewer utility services and provides electrical, gas, water, or sewer services to**
19 **users who are homeowners of a park. A master-meter customer shall not include a**
20 **customer who is charging a homeowner a prearranged fee for electricity, gas, water, or**
21 **sewer as part of a monthly or other periodic rental payment as stipulated in a rental**
22 **agreement or lease;**

23 (7) **"Mobile home", a factory-built dwelling built before June 15, 1976, to**
24 **standards other than the National Manufactured Housing Construction and Safety**
25 **Standards Act of 1974 (42 U.S.C 5401 et seq.), as amended, and acceptable under**
26 **applicable state codes in effect at the time of construction or introduction of the home into**
27 **this state;**

(8) **"Park", an area of land where two or more manufactured home or mobile home**
sites are rented, or held out for rent, to accommodate manufactured homes or mobile
homes used for human habitation;

28 (9) "Sewer utility", any sewer company regulated by the public service commission,
29 any municipal sewer system, or any public sewer district that provides sewer service;

30 (10) "Tenancy", the right of a homeowner to the use of a site within a park on
31 which to locate, occupy, and maintain a manufactured home or mobile home, site
32 improvements, and accessory structures for human habitation, including the use of the
33 services and facilities of the park;

34 (11) "Water utility", any water company regulated by the public service
35 commission, any municipal water system, or any public water supply district that provides
36 water service.

 700.804. 1. A homeowner shall not be charged any fee that is not listed in the rental
2 agreement or in the park's rules and regulations unless he or she has been given written
3 notice thereof by management at least ninety days before imposition of the charge.

4 2. Any such fee and charge not listed in the rental agreement or lease shall be
5 separately stated on any monthly or other periodic billing to the homeowner. If the fee or
6 charge has a limited duration or is amortized for a specified period, the expiration date
7 shall be stated on the initial notice and each subsequent billing to the homeowner while the
8 fee or charge is billed to the homeowner.

9 3. Management shall not implement any amendment to the park's rules and
10 regulations without prior written notice of at least ninety days to all homeowners. Such
11 notice shall be delivered personally to the homeowners or by United State mail, postage
12 prepaid, addressed to the homeowner at his or her site within the park.

13 4. A homeowner shall not be charged a fee for the enforcement of any of the rules
14 and regulations of the park; except that, a reasonable fee may be charged by management
15 for the maintenance or cleanup of the land and premises upon which the manufactured
16 home or mobile home is situated in the event the homeowner fails to do so in accordance
17 with the rules and regulations of the park after written notification to the homeowner and
18 the failure of the homeowner to comply within fourteen days. Such notice shall state the
19 specific condition to be corrected and an estimate of the charges to be imposed by
20 management if the services are performed by management or its agents.

 700.806. 1. Whenever gas, electrical, water, or sewer service, or any combination
2 thereof, is provided by a master-meter customer to users who are homeowners in a park,
3 the master-meter customer shall charge each user of the service at the same rate that would
4 be applicable if the user were receiving gas, electricity, water, or sewer, or any combination
5 thereof, directly from the gas utility, electric utility, water utility, or sewer utility. Any flat
6 fee charged by an electric utility or a gas utility, water utility, or sewer utility that is not
7 based on actual usage of electricity, gas, water, or sewer during the billing period shall be

8 divided equally between each manufactured home or mobile home within the park using
9 such electricity, gas, water, or sewer.

10 2. An electric utility or a gas utility, water utility, or sewer utility furnishing service
11 to a master-meter customer shall furnish to each user of the service within a submetered
12 system every public safety customer service it provides beyond the meter to its other
13 residential customers. The electric utility, gas utility, water utility, or sewer utility shall
14 furnish a list of such services to the master-meter customer, who shall post the list in a
15 conspicuous place accessible to all users. Every electric utility, gas utility, water utility, or
16 sewer utility shall provide such public safety customer services to each user of electrical,
17 gas, water, or sewer service under a submetered system without additional charge.

18 3. Every master-meter customer is responsible for maintenance and repair of its
19 submeter facilities beyond the master-meter, and nothing in this section requires an electric
20 utility or a gas utility, water utility, or sewer utility to make repairs to or perform
21 maintenance on the submeter system.

22 4. Every master-meter customer shall provide, or cause to be provided by a third
23 party billing agent or company, an itemized billing of charges for electricity, gas, water,
24 or sewer, or any combination thereof, to each homeowner generally in accordance with the
25 form and content of bills of the electric utility, gas utility, water utility, or sewer utility to
26 its residential customers including, but not limited to, the opening and closing readings for
27 the meter and the identification of all rates and quantities attributable to each block in the
28 applicable rate structure. The master-meter customer shall also post in a conspicuous
29 place the applicable specific current residential gas, electrical, water, or sewer rate
30 schedule, as published by the electric utility, gas utility, water utility, or sewer utility, or
31 the electric utility's, gas utility's, water utility's, or sewer utility's internet website address
32 of the specific current residential gas, electrical, water, or sewer rate schedule. If the
33 master-meter customer elects to post the internet website address where the schedule may
34 be accessed, the master-meter customer shall also:

35 (1) Provide a copy of the specific current residential gas, electrical, water, or sewer
36 rate schedule, upon request, at no cost; and

37 (2) State in the posting that an individual user may request a copy of the rate
38 schedule from the master-meter customer.

39 5. All electric utilities, gas utilities, water utilities, and sewer utilities, including
40 those not regulated by the public service commission, shall cooperate with the public
41 service commission for purposes of sections 700.800 to 700.816.

42 6. The public service commission shall accept and investigate complaints
43 concerning the requirements of this section.

44 **7. If a third party billing agent or company prepares utility billing for the park, a**
45 **master-meter customer shall disclose on each homeowner's billing the name, address, and**
46 **telephone number of the billing agent or company.**

47 **8. Nothing in this section shall prohibit management and a homeowner from**
48 **entering into a rental or lease agreement that provides for a prearranged fee for utilities**
49 **as part of a monthly or other periodic rental payment.**

700.808. 1. If an electric utility or a gas utility, water utility, or sewer utility
2 **furnishes residential service to homeowners through a master meter in a park and**
3 **management of such park is listed by the electric utility, gas utility, water utility, or sewer**
4 **utility as the customer of record, the electric utility, gas utility, water utility, or sewer**
5 **utility shall make every good faith effort to inform the homeowners, by means of a written**
6 **notice posted on the door of each manufactured home or mobile home, at least fifteen days**
7 **prior to termination if the account is in arrears that service will be terminated on a date**
8 **specified in the notice. If it is not reasonable or practicable to post the notice on the door**
9 **of each manufactured home or mobile home, the electric utility, gas utility, water utility,**
10 **or sewer utility shall post two copies of the notice in each accessible common area and at**
11 **each point of access to the structure or structures. The notice shall further inform the**
12 **homeowners that they have the right to become customers of the electric utility, gas utility,**
13 **water utility, or sewer utility, to whom the service will then be billed, without being**
14 **required to pay any amount which may be due on the delinquent account.**
15 **The notice also shall specify, in plain language, what the homeowners are required to do**
16 **in order to prevent the termination of or to reestablish service; the estimated monthly cost**
17 **of service; and the title, address, and telephone number of a representative of the electric**
18 **utility, gas utility, water utility, or sewer utility who can assist the homeowners in**
19 **continuing service.**

20 **2. The electric utility, gas utility, water utility, or sewer utility is not required to**
21 **make service available to the homeowners unless each homeowner or a representative of**
22 **the homeowner agrees to the terms and conditions of service and meets the requirements**
23 **of law and the electric utility's, gas utility's, water utility's, or sewer utility's rules and**
24 **tariffs. However, if one or more of the homeowners or the representatives of the**
25 **homeowners are willing and able to assume responsibility for subsequent charges to the**
26 **account to the satisfaction of the electric utility, gas utility, water utility, or sewer utility,**
27 **or if there is a physical means legally available to the electric utility, gas utility, water**
28 **utility, or sewer utility of selectively terminating service to those homeowners who have not**
29 **met the requirements of the electric utility's, gas utility's water utility's or sewer utility's**
30 **rules and tariffs or for whom the representative of the homeowners is not responsible, the**

31 electric utility, gas utility, water utility, or sewer utility shall make service available to those
32 homeowners who have met those requirements or on whose behalf those requirements have
33 been met.

34 3. If prior service for a period of time or other demonstration of credit worthiness
35 is a condition for establishing credit with the electric utility, gas utility, water utility, or
36 sewer utility, residence and proof of prompt payment of rent or other credit obligation
37 during that period of time acceptable to the electric utility, gas utility, water utility, or
38 sewer utility is a satisfactory equivalent.

39 4. Any homeowner who becomes a customer of the electric utility, gas utility, water
40 utility, or sewer utility under this section whose monthly or other periodic payment
41 includes charges for residential electrical, gas, water, or sewer service, if those charges are
42 not separately stated, may deduct from the periodic payment each payment period all
43 reasonable charges paid to the electric utility, gas utility, water utility, or sewer utility for
44 those services during the preceding payment period.

45 5. If an electric utility or a gas utility, water utility, or sewer utility furnishes
46 residential service subject to subsection 1 of this section, the electric utility, gas utility,
47 water utility, or sewer utility shall not terminate that service in any of the following
48 situations:

49 (1) During the pendency of an investigation by the electric utility, gas utility, water
50 utility, or sewer utility of a management dispute or complaint;

51 (2) If management has been granted an extension of the period for payment of a
52 bill;

53 (3) For an indebtedness owed by management to any other person or electric utility,
54 gas utility, water utility, or sewer utility or if the obligation represented by the delinquent
55 account or other indebtedness was incurred with a person or electric utility, gas utility,
56 water utility, or sewer utility other than the electrical utility, gas utility, water utility, or
57 sewer utility demanding payment therefor;

58 (4) If a delinquent account relates to another property owned, managed, or
59 operated by management; or

60 (5) If a public health or building officer certifies that termination would result in
61 a significant threat to the health or safety of the homeowners or the public.

62 6. Notwithstanding any other provision of law, and in addition to any other remedy
63 provided by law, if management, by any act or omission, directs, permits, or fails to
64 prevent a termination of service while any manufactured home or mobile home receiving
65 that service is occupied, the homeowner or the representative of the homeowner may
66 commence an action for the recovery of all of the following:

67 (1) Reasonable costs and expenses incurred by the homeowner or the representative
68 of the homeowner related to restoration of service;

69 (2) Actual damages related to the termination of service; and

70 (3) Reasonable attorney's fees of the homeowners, the representative of the
71 homeowners, or both of them, incurred in the enforcement of this section, including, but
72 not limited to, enforcement of a lien.

73 7. Notwithstanding any other provision of law, and in addition to any other remedy
74 provided by law, if management, by any act or omission, directs, permits, or fails to
75 prevent a termination of service while any manufactured home or mobile home receiving
76 that service is occupied, the electric utility, gas utility, water utility, or sewer utility may
77 commence an action for the recovery of all of the following:

78 (1) Delinquent charges accruing prior to the expiration of the notice prescribed by
79 subsection 1 of this section;

80 (2) Reasonable costs incurred by the electric utility, gas utility, water utility, or
81 sewer utility related to the restoration of service; and

82 (3) Reasonable attorney's fees of the electric utility, gas utility, water utility, or
83 sewer utility incurred in the enforcement of this section or in the collection of delinquent
84 charges, including, but not limited to, enforcement of a lien.

85

86 If the court finds that management has paid the amount in arrears prior to termination,
87 the court shall allow no recovery of any charges, costs, damages, expenses, or fees under
88 this subsection from management.

89 8. No termination of service subject to this section may be effected without
90 compliance with this section, and any service wrongfully terminated shall be restored
91 without charge to the homeowners or management for the restoration of the service. In the
92 event of a wrongful termination by the electric utility, gas utility, water utility, or sewer
93 utility, the electric utility, gas utility, water utility, or sewer utility shall, in addition, be
94 liable to the homeowners or customer for actual damages resulting from the termination
95 and for the costs of enforcement of this section, including, but not limited to, reasonable
96 attorney's fees, if the homeowners or the representative of the homeowners made a good
97 faith effort to have the service continued without interruption.

98 9. (1) The public service commission shall adopt rules and orders necessary to
99 implement this section and section 700.806 and shall liberally construe this section to
100 accomplish its purpose of ensuring that service to a homeowner is not terminated due to
101 nonpayment by the customer unless the electric utility, gas utility, water utility, or sewer
102 utility has made every reasonable effort to continue service to the homeowner.

103 The rules and orders shall include, but are not limited to, reasonable penalties for a
104 violation of this section, guidelines for assistance to residents in the enforcement of this
105 section, and requirements for the notice prescribed by subsection 1 of this section,
106 including, but not limited to, clear wording, large and boldface type, and comprehensive
107 instructions to ensure full notice to the resident.

108 (2) Any rule or portion of a rule, as that term is defined in section 536.010, that is
109 created under the authority delegated in this section shall become effective only if it
110 complies with and is subject to all of the provisions of chapter 536 and, if applicable,
111 section 536.028. This section and chapter 536 are nonseverable, and if any of the powers
112 vested with the general assembly pursuant to chapter 536 to review, to delay the effective
113 date, or to disapprove and annul a rule are subsequently held unconstitutional, then the
114 grant of rulemaking authority and any rule proposed or adopted after August 28, 2017,
115 shall be invalid and void.

116 10. Nothing in this section broadens or restricts any authority of a local agency that
117 existed prior to August 28, 2017, to adopt an ordinance protecting a homeowner from the
118 involuntary termination of residential public utility service.

700.810. Management shall give a homeowner written notice of any increase in his
2 or her rent at least ninety days before the date of the increase. Any such increase shall also
3 be in compliance with the terms of any written rental or lease agreement entered into by
4 the management and homeowner, or it shall not apply until after the rental period has
5 ended.

700.812. Management shall provide, by posting notice on manufactured homes or
2 mobile homes of all affected homeowners and residents, at least seventy-two hours' written
3 advance notice of an interruption in utility service of more than two hours for the
4 maintenance, repair, or replacement of facilities of utility systems over which the
5 management has control within the park; provided that, the interruption is not due to an
6 emergency. Management shall be liable only for actual damages sustained by a homeowner
7 or resident for violation of this section. For purposes of this section, "emergency" means
8 the interruption of utility service resulting from an accident or act of nature, or cessation
9 of service caused by other than management's regular or planned maintenance, repair, or
10 replacement of utility facilities.

700.814. Management may remove a vehicle, other than a manufactured home or
2 mobile home, that is parked in the park only if management has first posted on the
3 windshield of the vehicle a notice stating management's intent to remove the vehicle after
4 twenty-four hours and stating the specific park rule that the homeowner has violated
5 justifying its removal. If a vehicle rule violation is corrected within twenty-four hours after

6 the rule violation has been posted on the vehicle, the vehicle shall not be removed; except
7 that, if a vehicle poses a significant danger to the health or safety of a homeowner or guest,
8 or if a homeowner or resident requests to have a vehicle removed from his or her driveway
9 or designated parking space, the provisions of this section shall not apply, and management
10 may remove the vehicle.

700.816. 1. With respect to trees on rental spaces in a park, management shall be
2 solely responsible for the trimming, pruning, or removal of any tree, and the costs thereof,
3 upon written notice by a homeowner or a determination by management that the tree poses
4 a specific hazard or health and safety violation.

5 2. With respect to trees in the common areas of a park, management shall be solely
6 responsible for the trimming, pruning, or removal of any tree, and the costs thereof.

7 3. Management shall be solely responsible for the maintenance, repair,
8 replacement, paving, sealing, and the expenses related to the maintenance of all driveways
9 installed by park management, including, but not limited to, repair of root damage to
10 driveways and foundation systems and removal. Homeowners shall be responsible for the
11 maintenance, repair, replacement, paving, sealing, and the expenses related to the
12 maintenance of a homeowner-installed driveway. A homeowner may be charged for the
13 cost of any damage to the driveway caused by an act of the homeowner or a breach of the
14 homeowner's responsibilities under the rules and regulations so long as those rules and
15 regulations are not inconsistent with the provisions of this section.

16 4. No homeowner shall plant a tree within the park without first obtaining written
17 permission from management.

18 5. This section shall not apply to alter the terms of any rental agreement in effect
19 prior to August 28, 2017, between the park management and the homeowner regarding the
20 responsibility for the maintenance of trees and driveways within the park; except that,
21 upon any renewal or extension, the rental agreement shall be subject to this section. This
22 section is not intended to abrogate the content of any existing rental agreement or other
23 written agreements regarding trees or driveways that are in effect prior to August 28, 2017.

24 6. This section shall only apply to rental agreements entered into, renewed, or
25 extended on or after August 28, 2017.

26 7. Any park rule or regulation shall be in compliance with this section.

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