

(C) IN ALL CASES BETWEEN PARK OWNER AND RESIDENT, WHERE ONE-HALF YEAR'S RENT SHALL BE IN ARREARS AND THE PARK OWNER HAS THE LAWFUL RIGHT TO REENTER FOR THE NONPAYMENT THEREOF, THE PARK OWNER MAY, WITHOUT ANY FORMAL DEMAND OR REENTRY, SERVE A COPY OF A DECLARATION IN EJECTMENT FOR THE RECOVERY OF THE MOBILE HOME; IF THE DECLARATION CANNOT BE LEGALLY SERVED, OR NO RESIDENT BE IN ACTUAL POSSESSION OF THE PROPERTY, THEN HE SHALL AFFIX IT UPON THE DOOR OF THE MOBILE HOME; SUCH AFFIXING SHALL BE DEEMED LEGAL SERVICE THEREOF, WHICH SERVICE OR AFFIXING OF SUCH DECLARATION IN EJECTMENT SHALL STAND IN THE PLACE AND STEAD OF A DEMAND AND REENTRY. IF THE COURT SHALL ENTER A VERDICT FOR THE PARK OWNER, HE SHALL HAVE JUDGMENT AND EXECUTION IN THE SAME MANNER AS IF THE RENT IN ARREARS HAD BEEN LEGALLY DEMANDED AND A REENTRY MADE. IF THE RESIDENT OR OTHER PERSON CLAIMING OR DERIVING UNDER THE LEASE, SHALL PERMIT A JUDGMENT TO BE RENDERED AGAINST HIM, AND EXECUTION TO BE EXECUTED THEREON, WITHOUT PAYING THE RENT AND ARREARS, TOGETHER WITH FULL COSTS, AND WITHOUT PROCEEDING FOR RELIEF IN EQUITY WITHIN 6 CALENDAR MONTHS AFTER THE EXECUTION, THE RESIDENT AND ALL OTHER PERSONS CLAIMING AND DERIVING UNDER THE SAID LEASE SHALL BE BARRED AND FORECLOSED FROM ALL RELIEF OR REMEDY IN LAW OR EQUITY OTHER THAN BY APPEAL FOR REVERSAL OF SUCH JUDGMENT, AND THE PARK OWNER SHALL THENCEFORTH HOLD THE PROPERTY DISCHARGED FROM THE RENTAL AGREEMENT. NOTHING HEREIN CONTAINED SHALL BAR THE RIGHT OF ANY MORTGAGEE OF THE LEASE, OR ANY PART THEREOF, WHO SHALL NOT BE IN POSSESSION, SO AS SUCH MORTGAGEE SHALL AND DO, WITHIN 6 CALENDAR MONTHS AFTER SUCH JUDGMENT OBTAINED AND EXECUTION EXECUTED, PAY ALL COSTS AND DAMAGES SUSTAINED BY THE PARK OWNER AND PERFORM ALL THE COVENANTS AND AGREEMENTS WHICH, ON THE PART AND BEHALF OF THE FIRST RESIDENT, ARE AND OUGHT TO BE PERFORMED.

8A-1703.

(A) WHEN A RENTAL AGREEMENT PROVIDES THAT THE PARK OWNER MAY REPOSSESS THE PREMISES IF THE RESIDENT BREACHES THE RENTAL AGREEMENT, AND THE PARK OWNER HAS GIVEN THE RESIDENT 1 MONTH WRITTEN NOTICE THAT THE RESIDENT IS IN VIOLATION OF THE RENTAL AGREEMENT AND THE PARK OWNER DESIRES TO REPOSSESS THE PREMISES, AND IF THE RESIDENT OR PERSON IN ACTUAL POSSESSION REFUSES TO COMPLY, THE PARK OWNER MAY MAKE COMPLAINT IN WRITING TO THE DISTRICT COURT OF THE COUNTY WHERE THE PREMISES IS LOCATED. THE COURT SHALL SUMMONS IMMEDIATELY THE RESIDENT OR PERSON IN POSSESSION TO APPEAR BEFORE THE COURT ON A DAY STATED IN THE SUMMONS TO SHOW CAUSE, IF ANY, WHY RESTITUTION OF THE POSSESSION OF THE LEASED PREMISES SHOULD NOT BE MADE TO THE PARK OWNER. IF EITHER OF THE PARTIES FAILS TO APPEAR BEFORE THE COURT ON THE DAY STATED IN THE SUMMONS, THE COURT MAY CONTINUE THE CASE FOR NOT LESS THAN 6 NOR MORE THAN 10 DAYS AND NOTIFY THE PARTIES OF THE CONTINUANCE.

(B) IF THE COURT DETERMINES THAT THE RESIDENT BREACHED THE TERMS OF THE RENTAL AGREEMENT AND THAT THE BREACH