

~~(ii) HAS NOT COMMITTED ANY SUBSTANTIAL VIOLATION OF THE RESIDENT'S RENTAL AGREEMENT OR PARK RULES DURING THE PRECEDING YEAR, AND~~

(II) WITHIN THE PRECEDING 6-MONTH PERIOD HAS NOT COMMITTED A REPEATED VIOLATION OF ANY RULE OR PROVISION OF THE RENTAL AGREEMENT AND, AT THE TIME THE TERM EXPIRES, NO SUBSTANTIAL VIOLATION EXISTS; AND

(III) OWNS A MOBILE HOME THAT QUALIFIES FOR RESALE AND PASSES AN ANNUAL INSPECTION ACCORDING TO THE STANDARDS OF THE PARK.

~~(2) UPON THE EXPIRATION OF A 1-YEAR TERM, OR AT ANY TIME DURING A MONTH-TO-MONTH TERM, A PARK OWNER SHALL OFFER A CONTINUAL RENEWAL OF THE RENTAL AGREEMENT FOR A 1-YEAR PERIOD TO A QUALIFIED RESIDENT.~~

(2) UPON THE EXPIRATION OF EACH 1-YEAR TERM, OR UPON REQUEST OF THE RESIDENT AT ANY TIME DURING A MONTH-TO-MONTH TERM, A PARK OWNER SHALL OFFER TO A QUALIFIED RESIDENT A RENTAL AGREEMENT FOR A 1-YEAR PERIOD.

(3) IF THE USE OF LAND IS CHANGED, ALL RESIDENTS SHALL BE ENTITLED TO A 6-MONTH PRIOR WRITTEN NOTICE OF TERMINATION NOTWITHSTANDING THE PROVISIONS OF A LONGER TERM IN A RENTAL AGREEMENT.

(4) IF A RESIDENT'S RENTAL AGREEMENT IS NOT RENEWED ON THE BASIS THAT THE RESIDENT IS NOT A QUALIFIED RESIDENT, THE PARK OWNER SHALL, WITHIN 5 DAYS, PROVIDE THE RESIDENT WITH A WRITTEN STATEMENT OF THE SPECIFIC REASON FOR NONRENEWAL OF THE RENTAL AGREEMENT.

[(c)] (D) If any rental agreement contains a provision calling for an automatic renewal of the lease term unless prior notice is given by the party or parties seeking to terminate the rental agreement, that provision shall be distinctly set apart from any other provision of the rental agreement and provide a space for the written acknowledgment of the resident's agreement to the automatic renewal provision. Such provision not specifically accompanied by either the resident's initials, signature, or witnessed mark, is unenforceable by the park owner.

[(d)] (E) A rental agreement may not contain:

(1) A provision whereby the resident authorizes any person to confess judgment on a claim arising out of the rental agreement.

(2) A provision whereby the resident agrees to waive or to forego any right or remedy provided by applicable law.

(3) Any provision whereby the resident waives his right to a jury trial.