

(3) IN AN ACTION BY OR AGAINST A RESIDENT, IF THE RESIDENT PREVAILS AND IF THE RENTAL AGREEMENT CONTAINS A PROVISION THAT ALLOWS ATTORNEY'S FEES TO THE PARK OWNER, THE COURT ALSO MAY ALLOW REASONABLE ATTORNEY'S FEES TO THE RESIDENT.

(4) IN AN ACTION BY A RESIDENT, THE COURT MAY AWARD EQUITABLE RELIEF THAT IT CONSIDERS NECESSARY, INCLUDING THE ENJOINING OF FURTHER VIOLATIONS. THE LOSING PARTY MAY BE LIABLE FOR COURT COSTS AND REASONABLE ATTORNEY'S FEES INCURRED BY THE PREVAILING PARTY.

PART II. SPECIFIC ENFORCEMENT AUTHORITY

8A-1502.

(A) IF IT IS CLAIMED OR APPEARS TO THE COURT THAT A RENTAL AGREEMENT OR PARK RULE MAY BE UNCONSCIONABLE, THE COURT MAY GIVE TO THE PARTIES A REASONABLE OPPORTUNITY TO PRESENT EVIDENCE AS TO THE MEANING OF THE RENTAL AGREEMENT OR PARK RULE, RELATIONSHIP OF THE PARTIES, PURPOSE, AND OTHER RELEVANT FACTORS TO AID THE COURT IN MAKING A DETERMINATION.

(B) A PARK RULE THAT DOES NOT APPLY UNIFORMLY TO ALL RESIDENTS IN A PARK CREATES A REBUTTABLE PRESUMPTION OF UNFAIRNESS.

(C) IN DETERMINING IF A PROVISION OF A RENTAL AGREEMENT OR OF A PARK RULE IS UNCONSCIONABLE THE COURT MAY CONSIDER IF THE PROVISION:

(1) PROMOTES THE CONVENIENCE, SAFETY, OR WELFARE OF RESIDENTS;

(2) PRESERVES FROM ABUSIVE USE PROPERTY OF THE PARK OWNER;

(3) PROMOTES A FAIR DISTRIBUTION OF SERVICES OR FACILITIES HELD OUT TO RESIDENTS GENERALLY;

(4) RELATES REASONABLY TO ITS PURPOSE;

(5) APPLIES TO ALL RESIDENTS IN A FAIR MANNER;

(6) ARE SUFFICIENTLY EXPLICIT FOR A RESIDENT TO COMPLY; AND

(7) IS FOR THE PURPOSE OF EVADING AN OBLIGATION OF THE PARK OWNER.

(D) IF A COURT FINDS THAT ANY PROVISION OF A RENTAL AGREEMENT OR PARK RULE IS UNCONSCIONABLE, THE COURT MAY:

(1) REFUSE TO ENFORCE THE RENTAL AGREEMENT OR PARK RULE;

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