# (5) TAX DEEDED PROPERTIES IN ROCHESTER, NH \_\_\_\_ **AT PUBLIC AUCTION**

# SINGLE FAMILY HOME • MANUFACTURED HOMES • UNDEVELOPED WOODED LOT SATURDAY, FEBRUARY 9 AT 10:00 AM

#### Sale to be held at Rochester City Hall, 31 Wakefield Street, Rochester, NH Registration from 9:00 AM

ID#19-113. We have been retained by the City of Rochester to sell at PUBLIC AUCTION these (5) properties which were acquired by Tax Collector's Deed. These properties have a total assessed value of \$282.200.



SALE #1: Tax Map 235, Lot 26, 70 Strafford Road • Contemporary style home located on a 0.82± acre lot featuring 1,925± SF GLA, 6 RMS, 2 BR, 1 full bath & two 1/2 baths • Two-car under garage, pine board siding, detached shed, FHA/oil heat • Private well and septic system • Assessed value: \$ 113,400. 2018 Taxes: \$3,121. **DEPOSIT: \$5,000 Directions:** From the Jct. of N. Main Street and Walnut Street (Rte. 202A) in Rochester, follow Walnut St. (202A West) for 2.8 miles. Bear left onto Strafford Rd. for .6 mile. Home will be on the left.



SALE #2: Tax Map 257, Lot 2-12 19 Sagebrush Drive 

Manufactured home located in Briar Ridge Estates mobile home community• Home was built in 2005 & contains 6 RMS, 3 BR & 13/4 BA • Vinyl siding, storage shed, deck, FHA/ oil heat . City water and septic system • Assessed value: \$117,200. 2018 Taxes: \$3,226. DEPOSIT: \$5,000. Directions: From the Jct. of Rte. 125 and Old Dover Rd., follow Old Dover Rd. for 2.2 miles to a right onto Lilac Dr., then take first left onto Briar Dr., for .1 mile. Home will be on the right.

#### SALE #3: Tax Map 241, Lot 4-129 |SALE #4: Tax Map 253, Lot 65-123 118 Jamey Drive



1989 Manufactured home in the Charles Prescott Estates mobile home community  $\bullet$  Home consist of 922± SF GLA, 5 RMS, 3 BR & 1 BA · Wood deck, vinyl siding, storage shed, FHA/oil heat • City water & septic system • Assessed value: \$27,800. 2018 Taxes: \$765. DEPOSIT: \$2,500. Directions: From the Jct. of S. Main Street (Rte. 108) & Whitehall Rd. in Rochester, follow Whitehall Rd. for 2 miles, to a right onto Salmon Falls Rd. to immediate right onto Sagebrush Dr. for .3 mile, to a left onto Jamey Dr. for .5 mile. Home will be on the left.

# **108 Briar Drive**



1978 Manufactured home located in the Briar Ridge Estates mobile home community • Home has 1,178± SF GLA, 6 RMS, 2 BR & 1 BA • Detached shed, aluminum siding & FHA/oil heat · City water & septic system · Assessed value: \$19,300. 2018 Taxes: \$532. DEPOSIT: \$2,500. Directions: From the Jct. of Rte. 125 & Old Dover Rd., follow Old Dover Rd. for 2.2 miles to a right onto Lilac Dr., then take first left onto Briar Dr. for .5 mile. Home will be on the left.

SALE #5: Tax Map 211, Lot 16, 141 Salmon Falls Road • Undeveloped, wooded 1.8± acre lot in East Rochester • Gently rolling in topography with a brook flowing through the front of the lot• Assessed value: \$4,500. 2018 Taxes: \$124. DEPOSIT: \$2,500. Directions: From Rochester City Hall, follow Rte. 125 North for 2.2 miles, then bear right onto Flat Rock Bridge Rd. for .5 mile, to a right onto Salmon Falls Rd. for .2 mile. Land will be on the right.

Sale #5	77.40
Tax Map 211	a
Lot 16	ls In
1.8± ac.	Ran
NOT TO SCALE	. 1

PREVIEW FOR SALES 2, 3, & 4: By appointment with auctioneers.

PREVIEW FOR SALES 1 & 5: The properties are marked; a drive by is recommended.

Terms: All deposits by cash, certified check, bank check, or other form of payment acceptable to the City of Rochester at time of sale, balance due within 30 days. Sales are subject to City confirmation. *The City of Rochester* reserves the right to reject any & all bids. Conveyance by deed without covenants. All properties sold "as is, where is" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

# 10% BUYER'S PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

All information herein is believed but not warranted to be correct. All interested parties are advised to do their own due diligence relative to the buildability/non-buildability of any lot and all matters they deem relevant.

mes R. St. Jean

PLOT PLANS. PHOTOS & MORE DETAILS ARE AVAILABLE ON OUR WEBSITE



A U C T I O N E E R S 45 Exeter Road, Epping, NH 03042, NH Lic. #2279

- 603-734-4348 • www.jsjauctions.com

# PURCHASE AND SALE AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **The City of Rochester**, a New Hampshire municipality with an address of 31 Wakefield Street, Rochester, County of Strafford and State of New Hampshire (hereinafter referred to as "Seller") and \_\_\_\_\_\_ with an address of \_\_\_\_\_(hereinafter referred to as "Buyer")

#### WITNESSETH:

WHEREAS, Seller is the owner in fee simple of a certain tract of land located in the City of Rochester, County of Strafford and State of New Hampshire more fully described in deed from \_\_\_\_\_\_ to Seller dated \_\_\_\_\_\_ recorded in the Strafford County Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_

Property Address:

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, upon and subject to the terms and conditions set forth below,

NOW THEREFORE, in consideration of the mutual covenants, agreements and other consideration of the parties described herein, Seller and Buyer covenant and agree as follows:

1. <u>Sale and Purchase of Property.</u> Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Premises, inclusive of all building and any personal property thereon, for the consideration and upon the terms and conditions hereinafter stated, subject to the conditions precedent to Buyer's obligation for perform as set forth in detail in this Agreement.

2. <u>Premises to Be Conveyed.</u> The Premises shall include all rights and easements appurtenant thereto, and any and all right, title and interest of Seller, in and to any award made or to be made in lieu thereof for any taking or condemnation subsequent to the date hereof, either paid or unpaid and all personal property remaining on the Premises.

3. <u>Purchase Price</u>. Subject to the terms and conditions of this Agreement, Buyer shall buy the Premises and pay Seller therefore the sum of \_\_\_\_\_) (the "Purchase Price"), payable as follows:

(a) <u>Deposit</u>. The Buyer shall deliver to James R. St. Jean Auctioneers, LLC, as escrow agent ("Escrow Agent"), on the execution of this Agreement the sum of \_\_\_\_\_Dollars (\$\_\_\_\_) (said amount being referred as the "Deposit").

The Escrow Agent shall hold the Deposit in a non-interest bearing account. If Seller fails or refuses to perform its obligations under this Agreement, or if this Agreement is terminated by the Buyer in accordance with the provisions relating to termination set

Buyer's initials

Seller's initials \_\_\_\_\_

forth herein, then the Deposit shall be returned by the Escrow Agent to the Buyer. If Buyer fails or refuses to perform its obligations under this Agreement, then the Deposit shall be disbursed by the Escrow Agent to Seller. Upon a closing of this transaction, the Deposit shall be disbursed by the Escrow Agent to Seller and applied against the Purchase Price.

(b) <u>Closing Payment</u>. Buyer shall pay the balance of the Purchase Price, namely\_\_\_\_\_, to Seller at Closing (as defined below) by bank check or wire transfer in accordance with wire instructions to be provided by Seller to Buyer in writing prior to Closing and subject to all adjustments made pursuant to this Agreement.

(c) <u>Buyer's Premium Due</u>. The Purchase Price does not include the Buyer's Premium of ten percent (10 %) of the Purchase Price, due to the Auctioneer at closing.

Purchase Price \$ \_\_\_\_\_\_at \_\_\_\_% equals Buyer's Premium \$

Payment of such an amount by the Buyer in accordance with the previous clause, by cash or certified check at closing, is a prior condition of the City's obligation to convey title. This Buyer's Premium is in addition to the Purchase Price and is payable directly to the Auctioneer.

4. Due Diligence Period/Property Inspections.

(a) <u>Title</u>. The property is being sold in "As Is" condition. The City makes NO WARRANTY of any information contained herein. The parcel is being sold without warranty as to suitability for building, the ability to gain any desired regulatory approval from the City (i.e. zoning compliance), or the absence of any environmental hazard. The property is being sold as a property without any warranties or guarantees regarding chain of title or condition of the real estate. Bidders are responsible for performing their own due diligence appropriate to the purchase of any real estate. The City makes no representation that any title search whatsoever has been conducted and makes no representation regarding the quality of the title held by the City or to be transferred by the City.

5. <u>General Conditions Precedent to Buyer's Obligation to Perform.</u> The obligation of Buyer to purchase the Premises is subject to the fulfillment, prior to closing or at closing, of all of the following conditions, any one or more of which at Buyer's option, may be waived;

(a) All the representations and warranties made by Seller herein shall be true and correct as of the date of closing.

(b) All of Seller's obligations hereunder shall be fully performed.

Buyer's initials

Seller's initials

If any of the foregoing General Conditions are not satisfied at the closing, Buyer at its election may waive such conditions to complete this purchase or may cancel this Agreement. If Buyer shall elect to cancel this Agreement due to the failure of a general condition precedent, there shall be no further recourse to either party hereunder except that if Buyer's cancellation shall be due to a willful breach or a breach resulting from gross negligence of a specific obligation, warranty or representation of Seller, Buyer shall have all its remedies at law and equity, and shall not be required to turn over any plans, engineering studies or the like as herein provided; provided, however, there shall be no consequential damages permitted.

6. <u>Date of Closing and Possession</u>. The closing shall take place no later than <u>March 11, 2019</u>, provided that all specific contingencies have been satisfied, at the Office of the City Attorney, 31 Wakefield Street, Rochester, NH or such other location as the parties may mutually agree. Possession of the Premises shall be delivered to Buyer on the date of closing, free and clear of all tenants.

10. Liquidated Damages. In the event that Buyer fails to close this transaction after fulfillment of all conditions, and title is good and marketable, Seller shall, as his sole remedy at law, in equity or otherwise, retain the amount of the Deposit plus interest earned, if any, paid as liquidated damages, in which event this Agreement shall thereupon be cancelled and Buyer shall be releases of all further liability thereunder. It is hereby agreed that Seller's damages, without sale, will be difficult of ascertainment and that the Deposit constitutes a reasonable liquidation thereof and not a penalty.

11. <u>Specific Performance</u>. As an alternative to a remedy at law for contractual damages in the event of Seller's breach, Buyer, at Buyer's election, shall have the right of specific performance in accordance with the general principles of equity.

12. <u>Deed.</u> At closing Seller shall convey to Buyer title to the Premises by duly executed Quitclaim Deed, (hereinafter referred to as "Deed").

13. <u>Seller's Specific Contingencies</u>. The following contingencies must be satisfied prior to Seller's performance hereunder:

(a) In accordance with Rochester City Ordinance 4.4, the auction sale of any tax deeded property must be confirmed by majority vote of the City Council.

14. <u>Notices.</u> Whenever it shall be necessary or appropriate under the provisions of this Agreement that notice be given by one party to another, such notice shall be given in writing at the address as above given. Such notice shall be deemed effective one day after it is mailed and placed for delivery by United States Postal Service.

15. <u>Default</u>. In the event of Buyer's failure or refusal to perform hereunder, Seller may retain the Deposit as complete liquidated damages as its sole remedy. If

Buyer's initials

Seller's initials \_\_\_\_\_

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the transaction contemplated hereunder shall not be consummated as the result of Seller's default or its inability to perform or fulfill any obligation hereunder, Buyer shall receive a refund of the Deposit, and Seller shall have no further liability or obligations hereunder, unless Seller's failure to close is willful or attributable to Seller's bad faith, in which case Buyer may, at its election, seek specific performance of this Agreement. The parties shall not be entitled to seek or receive any remedies at law or in equity, except as provided in this Section.

16. <u>Brokers.</u> Each party shall indemnify and hold harmless the other for any claims made by any broker claiming to represent that party in regard to this transaction. Each party represents that they have engaged no broker in this transaction. The aforesaid obligation to hold harmless and indemnify shall include all costs, expenses, reasonable attorney's fees, and any settlement or payment of judgment.

#### 17. <u>Miscellaneous.</u>

(a) This Agreement and the rights of the parties hereunder will be governed by New Hampshire law.

(b) This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter thereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, except as contained herein except as may be needed to carry out the terms of this Agreement.

(c) This Agreement cannot be changed orally, but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent, amendment or discharge is sought.

(d) The provisions of this Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and assigns.

(e) Any terms, conditions, warranties, representations, covenants and indemnities herein which are or may be performed in whole or in part subsequent to the closing, shall survive such closing and shall not be rendered ineffectual by the passage of title.

(f) The parties acknowledge that they were represented by counsel and this Agreement shall be construed fairly as to all parties and not in favor of or against any party regardless of which party prepared this Agreement or the relative bargaining strength of the parties.

18. <u>Subsequent Events.</u> From and after the date hereof Seller shall give prompt written notice of any notice or information received by Seller of the occurrence of any event which would or with the passage of time would, prevent Seller from performing its obligations hereunder and constitute a breach of warranty or representation.

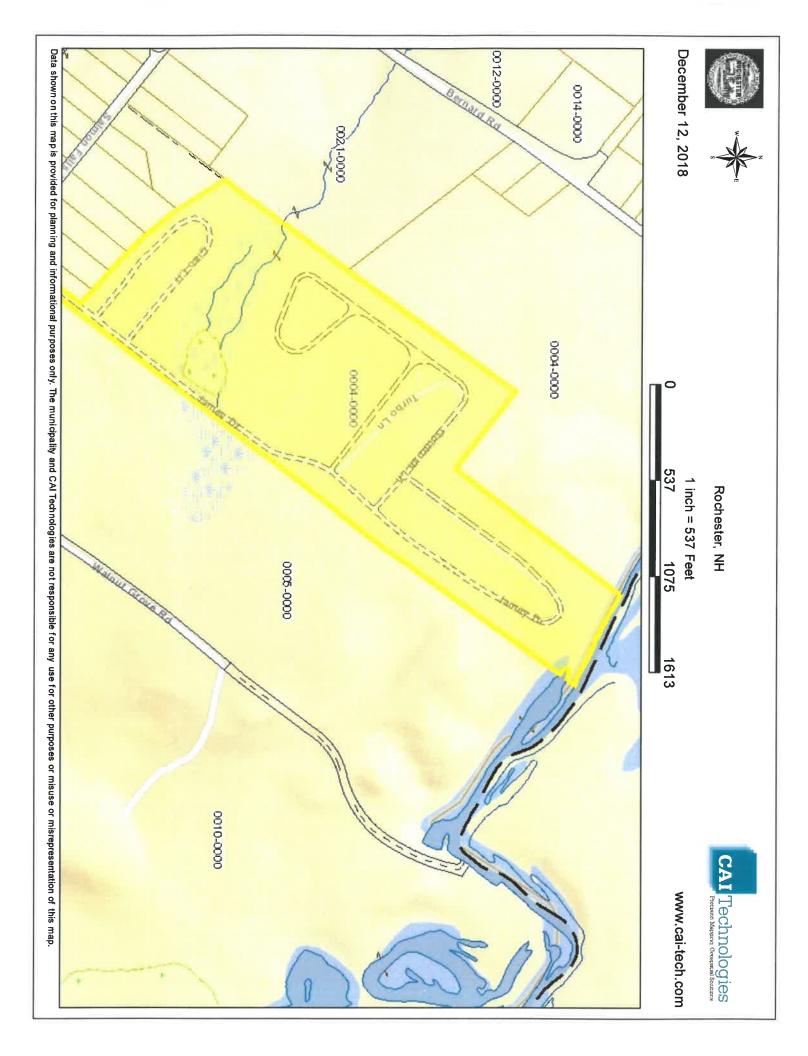
19. <u>Execution in Counterparts</u>. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together constitutes one and the same instrument.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this on the date first above written in their capacities listed below.

	Seller – City of Rochester
Witness Dated: February 9, 2019	By:
	Buyer –
Witness Dated: February 9, 2019	By:, duly authorized

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RETURN TO: City Attorney City of Rochester 31 Wakefield Street Rochester, NH 03867

This conveyance is exempt from the NH Real Estate Transfer Tax pursuant to RSA 78-B:2 I. This transfer is also exempt from the LCHIP surcharge pursuant to RSA 478:17-g II (a).

Doc # 0012440 Sep 4, 2018 9:23 AM Book 4597 Page 0362 Page 1 of 2 Register of Deeds, Strafford County

#### TAX DEED

KNOW ALL MEN BY THESE PRESENTS that I, **DOREEN JONES**, collector of taxes for the City of Rochester, in the County of Strafford and State of New Hampshire, for the year 2018, by the authority vested in me by the laws of the state, for valuable consideration, do hereby convey forever to **THE CITY OF ROCHESTER**, a New Hampshire municipal corporation with a place of business at 31 Wakefield Street, Rochester, New Hampshire, the following described premises:

A certain "Manufactured Housing" (RSA 674:31) and appurtenances thereto:

One (1) 70 foot Skyline Mobile Home with a Serial Number 2216-03922 situated at 118 Jamey Drive, Rochester, New Hampshire.

Meaning and intending to convey the same mobile home as described in the Manufactured Housing Quitclaim Deed (RSA 477:44) to Susan E. Linscott by Wayne S. Linscott, October 9, 2002 and recorded on August 26, 2004 at the Strafford County Registry of Deeds at Book 3055, Page 1023.

And I, **DOREEN JONES**, collector of taxes for the City of Rochester, do hereby covenant with the said **CITY OF ROCHESTER**, that in making this conveyance I have in all things complied with the law and that I have good right, so far as the right may depend upon the regularity of my own proceedings, so sell and convey in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal the Attack

dav of T 109,2018.

DOREEN JONES, TAX COLLECTOR CITY OF ROCHESTER

#### STATE OF NEW HAMPSHIRE COUNTY OF STRAFFORD

On this 26 day of Ary, 2018, before me personally appeared the above named Doreen Jones, Tax Collector, City of Rochester, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged the same to be her free act and deed for the purposes contained therein.

Notary Public / Justice of the Peace My Commission Expires:

#### ACCEPTANCE

By:

JENNIFER MUTOLO # JUSTICE OF THE PEACE - NEW HAMPSHIRE # My Commission Expires January 18, 2022

The undersigned City of Rochester hereby accepts this Tax Deed.

CITY OF ROCHESTER Blaine Cox, City Manager

STATE OF NEW HAMPSHIRE COUNTY OF STRAFFORD

On this 28 day of 2018, before me personally appeared the above named Blaine Cox, duly authorized, City Manager of the City of Rochester, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged the same to be his free act and deed for the purposes contained therein on behalf of the City of Rochester.

Notary Public / Justice of the Peace My Commission Expires:

JENNIFER MUTOLO ★ JUSTICE OF THE PEACE - NEW HAMPSHIRE ★ My Commission Expires January 18, 2022

#### APPLICATION FEE \$100.00 APPLICATION FOR RESIDENCY IN PEACEFUL PINES MHP, CHESTNUT HILL MHP & CHARLES PRESCOTT ESTATES

Name (Applicant):      CO APPLICANT:          D/O/B      PHONE :          D/O/B      PHONE :          ADDRESS:      CITYSTATEZIP         LANDLORD:      LENGTH OF TIME THERE         PRIOR ADDRESSCITYSTATEZIP          LANDLORDLENGTH OF TIME THERE          SOCIAL SECURITY #'S AppCO APP	
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SIGNATURE OF APPLICANT		
SIGNATURE OF CO-APPLICANT		
COMMENTS: CREDIT REPORT EXECUTED BY_	ON	
(DATE)		
APPLICANT AND CO APPLICANT ACCEPTED	NOT ACCEPTED	AS TENANTS

#### **REVISED March, 2003**

#### Working copy—printed 7/27/2010

#### CHARLES PRESCOTT ESTATES, INC. RENTAL AGREEMENT

#### IMPORTANT NOTICE REQUIRED BY LAW

THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MOBILE HOME PARK. THE LAW REQUIRES ALL RULES AND REGULATIONS OF THIS PARK TO BE REASONABLE. NO RULE OR REGULATION MAY BE CHANGED WITHOUT THIS PARK PROVIDING YOU 90 DAYS ADVANCE NOTICE OF THE INTENDED CHANGE.

SUBJECT TO THE TERMS OF ANY RELEVENT WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS PARK AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES AND REGULATIONS OF THE PARK AND APPLICABLE LOCAL, STATE AND FEDERAL LAW AND ORDINANCE DO NOT DAMAGE PARK PROPERTY AND DO NOT BOTHER OTHER TENANTS IN THE PARK. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF/AFTER YOU FAIL TO PAY ALL RENTS AND CHARGES DUE WITHIN THIRTY DAYS AFTER YOUR RECEIPT OF WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE REASONABLE RULES AND REGULATIONS OF THIS PARK, HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES AND CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.

IF THIS PARK WISHES TO EVICT YOU IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT IN WHICH CASE ONLY 30 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST STATE THE REASON FOR THE PROPOSED EVICTION.

YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES AND STANDARDS OF THE PARK. YOU MUST NOTIFY THE PARK IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO REMOVE THE HOME FROM THE PARK.

COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, STATE HOUSE ANNEX, CONCORD, NEW HAMPSHIRE 03301.

- 1.0 WELCOME TO CHARLES PRESCOTT ESTATES, INC. We hope that your tenancy here will be most enjoyable.
- 1.1 Your tenancy is based on occupation by those accepted at entry who signs this rental agreement. Therefore, written permission of management is required for any occupant except for children born to the above; thus subletting constitutes a violation of this section.
  - A. Base rent of <u>\$</u> is for one or two adults. Any additional person(s) eighteen years of age or older must pay an additional Twenty (\$20.00) dollars per month.
  - B. All guests visiting in the park in excess of thirty (30) days must be registered with the park management and will be charged as referred to in above.
  - C. Rent is <u>Due</u> and <u>Payable</u> on the first of each month, payable in advance. A discount of Twenty (\$20.00) Dollars is allowed if rent is paid **IN FULL** by the first of the month. Postmark will determine cut-off for mailed rent. Partial payments will not receive a discount for that month! An account carrying any balance for whatever reason will not be allowed any discounts until the account is current. <u>NO EXCEPTIONS.</u> Rents should be made payable to <u>Charles Prescott Estates, Inc.</u> and mailed to <u>40 Lilac Drive, Rochester, NH 03867.</u>
  - D. Any changes in particular residents of each home must be notified in writing. Management reserves the right to allow or disallow any new resident(s). <u>PLEASE NOTE</u>: If your lot rent is returned for any reason, you will not be allowed the Twenty (\$20.00) Dollars discount for that month, for whatever reason. Furthermore; all future payments will have to be in the form of either a cashiers check, cash or money order for the duration of the tenancy. Any check returned will also carry a Twenty (\$20.00) Dollar bookkeeping fee.
  - E. Tenants are required by law to pay property taxes on their home. In the event that management is required to pay property taxes for any reason, management reserves the right to proceed against the tenant to recoup said payments plus all costs in any and all manners permissible by law.
  - F. In the event a notice terminating tenancy or similar notice for nonpayment of rent is served, a charge equivalent to liquidated damages as specified by New Hampshire Law shall be assessed against the resident's account. Service of a landlord-tenant writ for any reason will result in the assessment of costs including sheriff's fees, court entry fees and attorney's fees against the resident's account in the event management prevails. Please be aware that the State of New Hampshire requires our office to notify your lien holder upon my delivery of a Demand for Rent/Notice to Quit to your residence.

Printed 7/27/2010 Charles Prescott Estates Rule Book

- 1.2 Mobile homes located in the park may be sold by you or your designated agent, only after the following requirements have been followed.
  - A. A standard application form provided by the landlord has been submitted along with a One Hundred (\$100.00) Dollar nonrefundable application fee paid by the Buyer of your home.
  - B. All taxes, park rent and other fees have been paid **IN FULL** by the seller.
  - C. Management approves of the quality and integrity of the new tenant.
  - D. Home being sold must meet all park standards including, but not limited to the following and checked by management prior to deed transfer:
    - 1. Aesthetic condition of home (clean, undamaged, etc.)
    - 2. Proper skirting (approved material and condition acceptable.) See Rule #2.9
    - 3. Clean, uncluttered lot.
    - 4. Home must be safe and sanitary.
    - 5. All city and state guidelines must be met prior to transfer of ownership.
  - E. Tenant must give a 30 (Thirty) day notice in writing to management before selling home or is responsible for one month's extra rent.

# MOBILE HOMES AND LOTS

- 2.1 It is required that all <u>exteriors</u> of homes <u>remain neat and clean</u>. Lots should <u>remain neat, clean, raked, mowed</u> and <u>uncluttered</u>. (This includes, but is not limited to; deck repairs, shed repairs, skirting repairs, painting and /or staining is mandatory on all stairs, railings, oil tank enclosures, decks, sheds. All toys must be collected each night and stored out of sight. Noncompliance authorizes management to have the necessary services performed at the expense of the tenant and billed at the current hourly rate. PLEASE NOTE: All residents who are not living in their home, (e.g. gone for summer or winter vacations) must still abide by this rule. Previous arrangements must be made for leaves, lawn, and general clean up. Should this not be done, management reserves the right to undertake the necessary task and bill the homeowner at the current hourly rate.
- 2.2 Oil tanks are the property and responsibility of the tenant. Should a leak occur, the tenant is held responsible for any and all damage including but not limited to, the removal of contaminated soil. The management recommends replacing your oil tank every ten years as a precaution against oil leaks. Caution: Fire department requests that you routinely remove leaves and other debris from oil tank area to prevent rusting, deterioration and/or a potential fire hazard. As mandated by the Fire Department, upon replacement of any oil barrel, concrete pads must be placed under the barrel at time of installation. Oil tanks must be painted black and kept in good appearance and maintained. This is the

#### homeowner's responsibility!! .

- 2.3 Shrubs and trees planted on the lot shall not be removed without permission of the management. If they need to be removed in order to remove a home, arrangements must be made with sufficient time prior to the scheduled move. Also, no shrubs, trees, fences, etc. can be planted within a 3 foot radius of electrical pedestals, transformers, cable and telephone boxes, septic drain lines and/or leach fields and <u>no less than 8 feet from the edge of the road.</u>
- 2.4 Retractable clotheslines, aesthetically our sole discretion manufactured freestanding clotheslines, as well as umbrella clotheslines are permitted. Retractable, as well as freestanding clotheslines must be run perpendicular to roadway so they are less noticeable and all clotheslines must be located to the rear of the home. Only one of either of the above is permitted per lot. Clothes should not be left out over night. Absolutely **NO TREE-TO-TREE** clotheslines.
- 2.5 There shall be no signs, other than nameplates, lot numbers or a "For Sale" sign no larger than 216 square inches in dimension. The Fire and Police Departments have mandated that all lots <u>MUST</u> have a number in clear view of the roadway. Management recommends placing your house number on the globe of your outside light on both sides so emergency vehicles can locate your home. The number must also be located on your home in clear view of the roadway.
- 2.6 No additions, sheds, decks, or any other structure shall be erected until a building permit is obtained from the city building inspector, and a copy provided to this office. Then and only then will management give final approval. Please Note Restrictions:
  - A. Additions must be compatible or of like materials to home.
  - B. Sheds must not exceed 12' x 14' x 9' high.
  - C. Work must be completed 30 days from start of construction.
  - D. A dilapidated shed must be removed within reasonable time if requested by management.
  - E. Management reserves the right to request that work be re-done or touched up.
  - F. Only one shed per lot.
  - G. Shed may be no closer than 10' from home.
  - H. Sheds require a City of Rochester permit before construction as well as permission for placement through the office!
  - I. Sheds not vinyl-sided to match the home, must be painted to match the home and continually maintained.
  - J. Decks must be safe, built to City of Rochester code (a building permit is required and approval from management prior to being built), stained or painted to match the home, and continually maintained. Decks need to remain neat and clean. No storage of garbage cans, toys, debris, etc. on or under deck.

- 2.7 Installation of wood stoves must be approved by the Local Fire Department. Creosote stains of the exterior of the homes must be cleaned off if and when they appear. Woodpiles must be kept neatly stacked **ten (10) feet** from home towards the rear of the lot. This is a fire code.
- 2.8 Swimming pools are only allowed with prior permission from the office.
- 2.9 Attractive fire resistant skirting is required on all homes providing access for utility connections and installed on new homes at time of purchase. Upkeep and repairs of skirting are the homeowner's responsibility. Only matching or coordinated colors of aluminum or vinyl is acceptable. All repairs must be completed within 30 days.
- 2.10 No open fires are allowed unless agreed to by Fire Department and Park Management. Gas grills, hibachis, etc. no longer require a Fire Permit.
- 2.11 All hitches must be removed.
- 2.12 Each mobile home owner is responsible to see that all faucets and toilet mechanisms do not leak or drip water which, if allowed to continue, will damage the leach bed by filling the bed with excess water. If upon inspection of the septic tank or other obvious evidence that plumbing is leaking water, the park owner will have the right to request entry to home to inspect plumbing. Repairs must then be done immediately and tenant WILL be responsible for all of the repair to the leach bed area. Also, remember a dripping faucet is the main reason drainpipes freeze in the winter. DO NOT LET YOUR WATER RUN IN THE WINTER! CONTRARY TO BELIEFS, THIS FREEZES YOUR SEWER **LINES!** Fix drips immediately!! An assessment of **ONE HUNDRED**(\$100.00) Dollars is hereby imposed for blatant water waste. Water is considered wasted if water is constantly run in winter to prevent freezing, leaving sprinklers on overnight or for an excessive amount of time, or neglecting a leaking pipe. Other blatant water waste will be subject to management review and/or fines. Management is not responsible for line freeze-ups occurring under or within the home and beyond the point where the pipes come out of the ground. It is the resident's responsibility to insure that his own water pipes are insulated and heat taped to prevent freeze-ups. Heat tapes should be checked annually. Residents must notify management of any problems they may be experiencing with utility services promptly. Management will not be responsible for any services by vendors contracted by residents without prior authorized approval by management.
- 2.13 Park owners may charge tenant for repair or maintenance to any underground or above ground park property damaged by residents due to negligence on their part.
- 2.14 DO NOT dispose of paper towels, sanitary products (including tampons, sanitary pads, condoms), cigarettes, disposable diapers, handiwipes, etc. or grease in

drains or toilets. Dispose of them as rubbish in small containers if necessary. If the management finds that septic system failure has been brought about by the above then **ALL** of the repair bill will be the tenant's responsibility.

- 2.15 Emergency repairs of water pipes may be necessary and water may be shut off in the park **without notice**. We are **not responsible** for hot water heater damage if the water drains out of the tank during an emergency shut off. Management's responsibility for the water and sewer systems ends at the point where the pipes emerge from the ground.
- 2.16 A pole light is provided on each lot. Illumination is required by the tenant. Light bulbs are available at Lilac City Parks & Sales Office. Your old light bulbs must be returned to receive a new one free. They are special traffic signal light bulbs. If a light bulb is changed and a problem persists, please notify the management. PLEASE NOTE All Residents not living in their homes e.g. (gone for summer or winter vacations) must still abide by this rule. Prior to departure arrangements must be made to make sure outside pole lights continue to operate. The park will assist, should you request, in changing your outside light as a **courtesy** only. Ultimately, it is the tenant's responsibility to make sure the light remains illuminated. So for everyone's safety all outside lights must remain on. The costs to each tenant is minimal and is a safety feature for you and all tenants. Management for electrical service ends at the point that the wires emerge from the ground and enter into the home.

# 2.17 Garbage,

- A. You may contact the office for information regarding pickup by the private garbage contractor for a nominal fee. Only household garbage can be placed curbside for pickup on scheduled pick-up days. Garbage receptacles have a way of traveling to the neighbors! Please mark with indelible ink your name and address on the bin so that if the wind brings it to someone else's yard, it can be returned! Also, bins should be kept in your shed until pickup day. (If you do not have a shed, please place the bins in a non-conspicuous area.) If for some reason the garbage man skips your house, retrieve your garbage, and place it curbside the next week.
- C. Recycling is provided by Waste Management. The bins provided are the responsibility of the tenants, and can be purchased for a small fee from the City of Rochester, at the city barn on Route 16B. They are placed curbside the day of pick-up only. They cannot be left outside at any other time.
- D. Spring and/or Fall cleanup that is scheduled will be posted at the mail houses along with a list of appropriate items for removal. Additionally, Christmas Tree removal will be posted.

## PETS,

3.1

## Only one dog or cat allowed per home.

A. Must be spayed or neutered (proof is required). Must be registered with the office along with documentation from

veterinary clinic that all shots are current and to verify weight. Registration forms can be obtained in the office. Failure to register or license an animal may subject it to removal from the park.

B. The following breeds of dogs are **NOT ALLOWED** under any circumstances whatsoever; <u>Rottweilers, Dobermans,</u> <u>Chows, Pit-Bull Terriers, German Shepherds and mix breeds of</u> <u>the same or breeds deemed unsafe by park management</u> <u>similar in appearance or temperament.</u>

C. Only **HOUSE-TYPE** dogs allowed subject to the following:

- 1. No doghouses.
- 2. No dog runs.
- 3. No dog allowed over 50 lbs. This rule will be strictly enforced.
- 4. No pets will be tied outside and left unsupervised at any time. Absolutely no pets running loose within the park. Animal Control Officer will be notified if your dog is running loose.
- 5. All dogs must have current City of Rochester tags and State of New Hampshire required shots.
- 6. Any dog creating a nuisance to others (e.g. howling, barking, etc.) will be given a Notice of Violation.
- 7. Any resident receiving three or more violations concerning a dog will be asked to remove the animal within 1 week (7 days) of said third violation and will no longer be allowed to have a dog within the park.
- 8. Any dog considered unsafe for others (e.g. biting and vicious) must be removed immediately upon request of management.

- 9. It is required that any resident walking a dog must use a leash and have equipment capable of dealing with the messes.
- D. HOUSE-TYPE cats ONLY!! Cats cannot be allowed to roam the park, they must be house-type only! Cats found to be in violation of this rule will be subject to immediate removal!
  - 1. Absolutely no feeding of your animal outside of your home as the food attracts wild animals. Do not approach or feed any cat that is not your own pet!

VEHICULAR OPERATION AND PARKING

- 4.1 Licensed operators only shall operate motor vehicles within park limits. No snow machines, trail bikes, mini bikes or excessively loud vehicles are allowed to operate within park limits. Quiet mufflers are required on all vehicles including motorcycles.
- 4.2 Speed in the park is to be reasonable and proper and is not to exceed **20 MPH** Violations will be given for excessive speed.
- 4.3 Parking is permitted for two registered and inspected vehicles per space, (2 ton pick-ups and light vans included). Any other vehicles must be off the road and in the driveway particularly during snow season or will be towed at the tenant's expense. Please do not park your vehicles in the office area during Winter months, so the parking lot can be plowed and maintained for safety. Driveways and walkways are tenants responsibility to maintain.
- 4.4 Any repairs to vehicles are prohibited on the site.
- 4.5 Cars not meeting the above specifications must be kept at an area designated by at the owner's risk. Name, phone number and street address must be posted in any vehicle in the storage area in clear view in the event management needs to contact you to move the vehicle. Also, you must receive permission from the office prior to parking any vehicle in any designated area.
- 4.6 Do not park or drive on lawns to avoid leach field and septic system damage. Any damage caused by the above will be tenants responsibility.

# MISCELLANEOUS

- 5.1 Each lot is private and not a thruway. Stay off or out of other's lots.
- 5.2 Tenants are held accountable for guest's conduct in the park.
- 5.3 **Parents are responsible for children's conduct.** Absolutely NO skateboarding or sliding within the park. Children may ride bikes in the park on roads other than the hills and entrances to the parks and only with adult supervision and proper safety equipment including but not limited to helmets. Children may NEVER be allowed to play around the mail houses and parking lots. Children MUST remain in their own yards. Children are not allowed on other tenants lots unless invited by that tenant. **NO EXCEPTIONS!**

- 5.4 Peddling, soliciting or commercial enterprise is not allowed in the park without first obtaining written permission from the management.
- 5.5 T.V.'s, stereos, radios, organs, pianos, etc. should be used and enjoyed with the volume at moderation, particularly prior to **8 a.m.** and after **10 p.m.**
- 5.6 Continued and verified complaints of disorderly conduct, breaking of the peace, failure to comply with local and state laws; violation of park rules and regulations; threats of violence against tenants, visitors and/or management; damage to the demised property (reasonable wear and tear excepted); shall constitute grounds for immediate eviction.
- 5.7 Violations of the Rules and Regulations will be cause for a Notice of Violation. Three violations for the same offense will be cause for eviction.
- 5.8 Non-payment of rent, incidental service charges assessed against the mobile home owner authorizes the landlord to terminate a tenancy by giving a 30-day notice.
- 5.9 The trees along the streets of the park shade the street surface. Sun and shade conditions often contribute to slippery road surfaces. The management will plow, salt and sand in the most thorough manner possible, but the management cannot and will not accept liability because of "Acts of God" (sun and cold) that contribute to slippery and or dangerous road, path, or walkway surfaces. Residents should avoid walking in the streets when they are snow-covered and/or liable to be slippery. Guest should be notified and warned of the above. Snow removal in the driveways and walkways is strictly the responsibility of the tenants. Trees may be removed at the tenant=s expense with the written approval of management. **Dead or dangerous** trees will be removed by the park management when possible at no expense. Having a request for tree removal does not necessarily mean the tree will be removed.
- 5.10 All complaints pertaining to park, tenants, management or others must be submitted in writing and signed. Then and only then will management acknowledge and reply. When necessary, the office can be contacted during working hours Monday thru Friday 9 a.m. to 5 p.m., Saturday 10 a.m. to 4 p.m. by calling 335-2393. Emergency number for after hour **EMERGENCIES ONLY is 335-1615**. (Hot water tank problems including loss of pilot lights on gas appliances, loss of heat, frozen house lines, ice build-ups, heavy snow on carports & roofs, loss of power throughout the park, furnace problems are **NOT** a park emergency. Call your own repairman. Exception: New homes under warranty.
- 5.11 Residents not residing in their home for more than 30 days qualify for an additional discount on their rent in the amount of \$25.00 per month only if the office is notified prior to the departure. These dates are not required to be the 1st to the 31st of a month, but must be confirmed ahead of time with Office Personnel and approved by the same. This discount is not applicable unless rent is paid in full in advance on or before the 1st of the month. Postage date will determine cut-off. Any existing balance on a tenant's account means no discount will be allowed.
- 5.12 Each paragraph and provision of Rules and Regulations is severable; if any portion thereof is deemed invalid, the remaining portions shall remain in full force and effect.
- 5.13 The management reserves the right to alter or amend the above Rules and Regulations as prescribed by law whenever it shall be deem necessary.

Please make all checks payable to:

Charles Prescott Estates, Inc. 40 Lilac Drive Rochester, NH 03867

# PLEASE REMEMBER OUR MAIN RULES

# BE CAREFUL BE CONSIDERATE BE REASONABLE

Owned by: Charles Prescott Estates, Inc. Managed by: Lilac Property Management, Inc.

# AFTER HOURS EMERGENCY NUMBER ONLY 335-1615

# CHARLES PRESCOTT ESTATES, INC.

I have read the Rules and Regulations, received a copy of them, and agree to abide by them. It is understood by me that non-compliance is cause for eviction at the discretion of the landlord.

Homeowner name:	
Homeowner address:	
Home telephone:	
Other telephone:	
Contact name and number (and relationship t	to you) in case of emergency:

Resident(s) of home: (please list all residents and children's ages)

Animal Registration

List all pets—type, breed, size and City of Rochester license number for dogs

Neutered? Yes No
Neutered? Yes No

Please be sure to inform the management office (in writing) if/when any information changes

Print and sign name(s):

Page to keep for your records

# CHARLES PRESCOTT ESTATES, INC.

I have read the Rules and Regulations, received a copy of them, and agree to abide by them. It is understood by me that non-compliance is cause for eviction at the discretion of the landlord.

Homeowner (name(s) on deed): Homeowner address: Home telephone: Other telephone:		
Contact name and number (and rela	tionship to you) in case of emergency:	
Resident(s) of home: (please list all residents and children's ages)		
	Animal Registration	
List all pets-type, breed, size and C	City of Rochester license number for dogs	
	Neute	ered? Yes No
Please be sure to inform the	management office (in writing) if/when any information chan	ges
Dated:		

Print and sign name(s):

Page needs to be completed, removed, and returned for your records in the management office.