

# PUBLIC AUCTION

## (6) TAX-DEEDED PROPERTIES IN CONCORD, NH Single Family Home · Vacant Residential Lot (3) Mobile Homes in Parks & (1) On Land



Friday, January 26 at 2:00 PM (Registration from 1:00 PM)

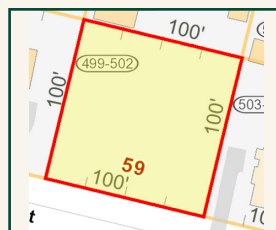
Sale Location: CITYWIDE COMMUNITY CENTER, 14 Canterbury Road, Concord, NH

ID#24-113 · We have been retained by the City of Concord to sell at PUBLIC AUCTION these (6) properties which were acquired by Tax Collector's Deed. These properties appeal to first time buyers, investors and abutters!

### SALE # 1: 5 Lake Street (Tax Map 393, Lot Z-7)



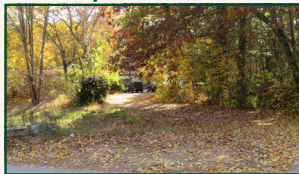
Conventional style home located on a 0.23± acre lot offering 2,297± SF GLA, 10 RMS, 5 BR, & 2 BA · 1900 built 1 ½ story home features include farmers porch, attached 1-car garage, wood clapboard siding, deck to rear, and FHW/Gas heat · Served by public water and sewer · Assessed value: \$332,100. 2023 Taxes: \$8,920. **DEPOSIT: \$5,000**



**SALE # 2:**  
**59 Hobart Street**  
**(Tax Map 201, Lot P-54)**  
Vacant 0.22± acre lot located in a nice neighborhood just off Rt. 3. Lot is cleared and flat, and is served by public water and sewer · Assessed value: \$82,900. 2023 Taxes: \$2,416. **DEPOSIT: \$5,000**

### SALE # 3: 216 Pembroke Road (Tax Map 622, Lot Z-8)

1972 Manufactured home located on a 0.85± acre lot just off Rt. 106 · Home consists of 876± SF GLA, 4 RMS, 2 BR, & 1 BA · Features include front deck, rear porch, detached garage, and FHA/Oil heat · Served by public water and sewer · Assessed value: \$134,300. 2023 Taxes: \$3,607. **DEPOSIT: \$5,000**



**SALE # 4:**  
**69 Manchester St, #7**  
**(Tax Map 781, Lot Z-5-7)**  
1995 built Manufactured home located in mobile home park just off Rt. 3 close to I-93 · Home offers 924± SF GLA, 4 RMS, 2 BR, & 2 BA · Features include vinyl siding, paved parking, & FHA/Oil heat · Served by public water & sewer · Assessed value: \$53,100. 2023 Taxes: \$1,426. Park rent \$375/month **DEPOSIT: \$2,500**



### SALE # 5: 13 Monarch Drive (Tax Map 301, Lot Z-27-88)

1980 built manufactured home located in Concord Terrace MHP. Home offers 784± SF GLA, 4 RMS, 2 BR, & 1 BA · Features include detached shed, side deck, paved parking & FHA/Oil Heat · Assessed value: \$15,200. 2023 Taxes: \$408. Park rent \$545/month. **DEPOSIT: \$2,500**



### SALE #6: 20 Rex Drive (Tax Map 301, Lot Z-27-28)

1976 built manufactured home located in Concord Terrace MHP. Home offers 840± SF GLA, 4 RMS, 2 BR, & 1 BA · Features include detached shed, front deck, enclosed porch and FHA/Oil Heat · Assessed value: \$14,100. 2023 taxes: \$379. Park rent \$545/month. **DEPOSIT: \$2,500**



## 7.5% BUYERS PREMIUM PAYABLE TO AUCTIONEER DUE AT CLOSING

**Auctioneer's Note:** Some properties are occupied, the City of Concord will take no steps to remove occupants. Eviction process will be the responsibility of the successful buyers.

**TERMS:** Non-refundable deposits by cash, certified check, bank check, or other form of payment acceptable to the City of Concord at time of sale, balance due within 30 days. **SALES ARE SUBJECT TO CITY CONFIRMATION. THE CITY OF CONCORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.** Conveyance by Quitclaim Deed. All properties sold "as is, where is" subject to all outstanding liens, if any. Other terms may be announced at time of sale.

*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.*

PLOT PLANS, PHOTOS, BROCHURE, AND MORE DETAILS ARE AVAILABLE ON OUR WEBSITE



**JSJ Auctions**  
SINCE 1982



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**AGREEMENT AND DEPOSIT RECEIPT**

**THIS AGREEMENT** made this 26 day of January, 2024 by and between the City of Concord, a municipal corporation organized under the laws of the State of New Hampshire, having a principal place of business at 41 Green Street, Concord, New Hampshire, 03301 (hereinafter referred to as the SELLER) AND the BUYER,

\_\_\_\_\_

having an address of \_\_\_\_\_

\_\_\_\_\_

If mailing address is different please state: \_\_\_\_\_

\_\_\_\_\_

**WITNESSETH:** The SELLER agrees to sell and convey, and the BUYER agrees to buy:

**PROPERTY DESCRIPTION:**

SELLER’S right, title and interest in certain land with the buildings and improvements thereon, if any, located in Concord, Merrimack County, New Hampshire, known as:

\_\_\_\_\_

Being Map: \_\_\_\_\_ Lot: \_\_\_\_\_

**SELLING PRICE, DEPOSIT AND PAYMENT:**

The selling price is \_\_\_\_\_ (\$ \_\_\_\_\_)  
payable as follows:

A. The BUYER’s deposit, the receipt of which is hereby acknowledged, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the home; lot to be held in escrow by Seller.

B. The balance of the selling price in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_)

Shall be paid on the date of transfer of title, by cash or certified bank check

In the event there is any dispute relative to the deposit monies held in Escrow, the SELLER may, in its sole discretion, pay said monies into the Clerk of the Court of proper jurisdiction in an Action of Interpleader and provide each party with notice thereof at the address stated herein. Should for any reason the funds for the deposit be returned as insufficient, then at the option of the Seller, this contract shall be null and void and the parties shall have no further recourse with regards to this Agreement.

**BUYER'S PREMIUM DUE AUCTIONEER:** The selling price does not include the BUYER's premium of seven and one half (7.5%) percent of the purchase price, due to the Auctioneer at closing. BUYER'S premium is calculated as follows:

Selling Price \$ \_\_\_\_\_ @ 7.5% = \_\_\_\_\_.

Payment of such an amount by the BUYER in accordance with the previous sentence, by cash or certified bank check, at closing is a prior condition of the SELLER'S obligation to convey title. This BUYER'S premium is in addition to the purchase price and is payable directly to the Auctioneer.

**DEED:** The SELLER agrees to furnish, at its own expense, a duly executed Quitclaim Deed of the property.

**POSSESSION AND TITLE:** The property is sold in its "AS IS, WHERE IS" condition without any warranty as to its condition whatsoever, subject to all tenants and rights of use or possession, outstanding municipal charges for sewer, water or betterment assessments/connection charges for the same and other matters of record, if any, including State and Federal tax liens having priority over the Town's tax lien or title.

**TRANSFER OF TITLE:** The transfer of title shall occur within thirty (30) days from the date of this Agreement, TIME BEING OF THE ESSENCE, at the Concord City Hall, Collections Office located at 41 Green Street, Concord, New Hampshire or at any other place to be mutually agreed upon by the parties.

**TITLE:** If the BUYER desires an examination of title, BUYER shall pay the cost thereof. BUYER acknowledges that title be transferred by Quitclaim Deed and BUYER'S title shall be subject to matters of record and as described in the section entitles POSSESSION AND TITLE above.

**LIQUIDATED DAMAGES:** If the BUYER shall default in the performance of his/her obligations under this Agreement, the amount of the deposit and any additional deposit given by BUYER may, at the option of the SELLER, become the property of the SELLER as reasonable liquidated damages. Further, all of the BUYER'S right and interest in and to the Agreement shall, without notice or further consideration, be assigned to SELLER. Upon BUYER'S default or failure to close, SELLER reserves the unqualified right to sell the property to the next highest bidder.

**RADON GAS AND LEAD PAINT NOTIFICATION:** Pursuant to the requirements of New Hampshire RSA 477:4-a, BUYER acknowledges that it has received the following notification.

- (a) "Radon Gas. Radon gas, the product of decay of radioactive material in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water."
- (b) "Lead Paint. Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant woman. Tests are available to determine whether lead is present."

BUYER'S acknowledgements contained in this paragraph shall survive the transfer of title and possession.

**PRIOR STATEMENTS:** All representations, statements, and agreements heretofore made between the parties hereto are merged in this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representation not embodied in this Agreement made by the other or on his behalf. This Agreement shall not be altered or modified except by written agreement signed and dated by both the SELLER and the BUYER.

**ADDITIONAL PROVISIONS:**

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**WITNESS:** the signatures of the above parties on the dates as noted below.

**THE City of Concord**

**BUYER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Dawn K Enwright, CTC

Its: City Treasurer/Tax Collector

Its: \_\_\_\_\_

(Title if other than individual)

Duly Authorized

Duly Authorized

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				CONCORD, NH					
STIASNY CAROL & STIASNY STEVE		1 Level	1 All Public	1 Paved	2 Suburban	Description	Code	Appraised	Assessed						
20 REX DR		<b>SUPPLEMENTAL DATA</b> Alt Prcl ID 1034A103 Sub-Div Prop Cat 1 Ward District 1 Tract # GIS ID 4894				RESIDNTL	1031	12,900	12,900						
CONCORD NH 03303-4165						RESIDNTL	1031	1,200	1,200						
						Total		14,100	14,100						
RECORD OF OWNERSHIP		BOOK/PAGE	SALE DATE	Q/U	VI	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)							
STIASNY CAROL & STIASNY STEVEN		3490 0504	08-31-2015	Q	I	16,000	00 00	Year	Code	Assessed	Year	Code	Assessed		
KNOWLTON NANCY M		0 0	12-29-2010	U	I	0	47 1Y	2023	1031	39,200	2022	1031	39,200		
KNOWLTON RAYMOND G & NANCY M		2493 1185	04-25-2003	Q	I	22,500	00 00		1031	1,200		1031	1,200		
LEVESQUE VIRGINIA L & TIMOTHY A		2318 1220	12-05-2001	Q	I	18,000	00 00								
AMES DENNIS P & RAMOS SHERRI M		1860 1956	05-31-1991	U	I	19,048	51 1N								
						Total		40,400	Total	40,400	Total	40,400	Total	40,400	
EXEMPTIONS			OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor								
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int							
			Total					0.00							
ASSESSING NEIGHBORHOOD															
Nbhd	Nbhd Name		B	Tracing											
B306	CONCORD TERR														
NOTES															
CONCORD TERR MH PK			NEW WINDOWS 2015												
MAKE=HILLCREST			FURNACE=2011												
W/D IN HALL			AP=DERERRED MAINT.												
CARPET, LAMINATE IN KITCHEN			CRAWLTAN/GRN												
ORIGINAL ROOF															
BUILDING PERMIT RECORD							VISIT / CHANGE HISTORY								
Permit Id	Issue Date	Type	Amount	Insp Date	% Com	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result		
95-0088	03-29-1995	RS	3,000		100		DECK TO F	09-12-2023	MM			00	Measur+Listed		
								02-03-2016	JD			10	Door Card Letter Sent no r		
								12-30-2015	JD			23	Review MLS Data		
								10-30-2015	JD			03	Measured, Door Card		
								08-20-2004	SC			12	Field Review		
								06-27-2003	SC			03	Measured, Door Card		
								06-13-1996	MH			00	Measur+Listed		
LAND LINE VALUATION SECTION															
B	Use Code	Description	Zone	Land Units	Unit Pric	Infl Fctr	S I	Cond	Nbhd	Nbhd Adj	Notes	CU Cond	Special Pricing	Adj Unit P	Land Value
1	1031	MANUF HOME MDL-0	RH	0 SF	0.01	1.0000	0	1.00	0306	1.000			0	0.01	0
Total Card Land Units				0.00	AC	Parcel Total Land Area				0.00	Total Land Value				0

**VISION**

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	76	Single Wide			
Model:	02	Mfrd Home			
Grade:	03	Average			
Stories:	1	1 Story			
Occupancy	1				
Exterior Wall 1	27	Pre-finish Metl			
Exterior Wall 2	05	Average			
Roof Structure:	01	Flat			
Roof Cover	01	Metal/Tin			
Interior Wall 1	04	Plywood Panel			
Interior Wall 2					
Interior Flr 1	14	Carpet			
Interior Flr 2					
Heat Fuel	02	Oil			
Heat Type:	04	Forced Air-Duc			
AC Type:	01	None			
Total Bedrooms	02	2 Bedrooms			
Total Bthrms:	1				
Total Half Baths	0				
Total Xtra Fixtrs					
Total Rooms:	4				
Bath Style:	02	Average			
Kitchen Style:	02	Modern			
Trend					

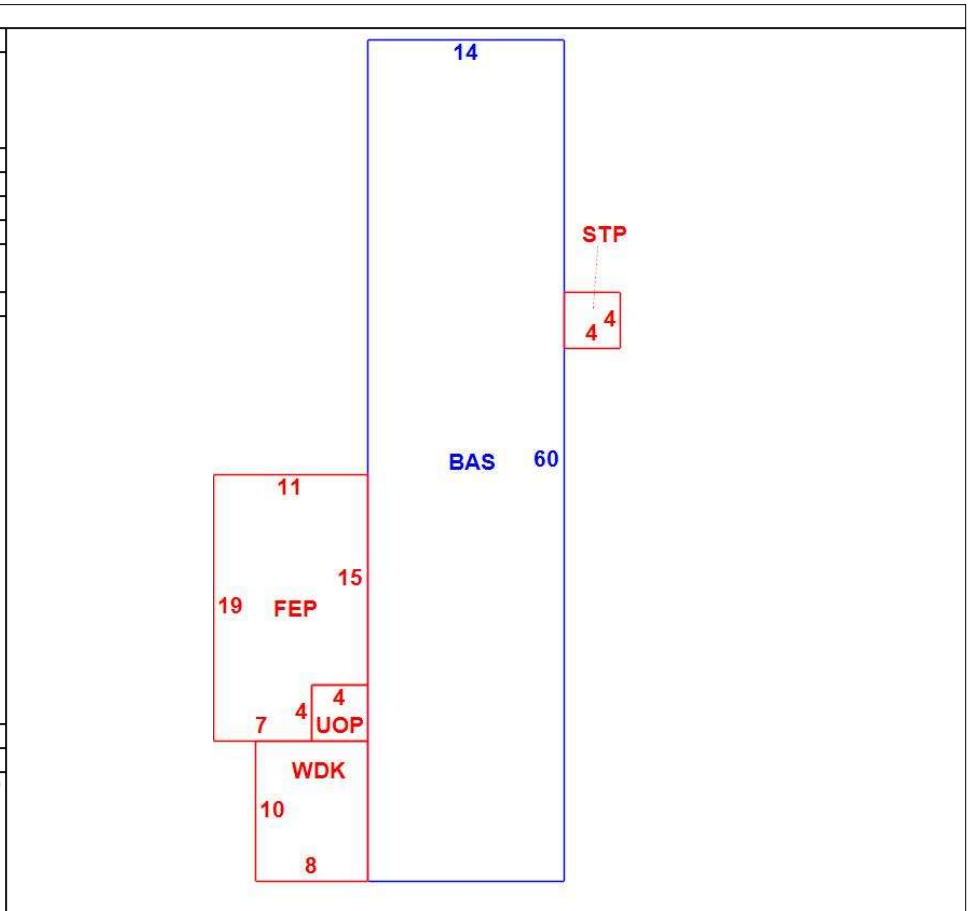
CONDO DATA			
Parcel Id	104393	C/CT	Ownr 0.0
	CONCORD TERR	B 1	S 1
Adjust Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

COST / MARKET VALUATION		
Adj Base Rate		59.28
Undeprec. Value		58,512
Net Other Adj		0
RCN		58,511
Year Built		1976
Depreciation Code		F
Depreciation %		63
Functional Obsol		0
External Obsol		0
Nbhd Factor		1.000
Condition		AP
Condition %		15
Percent Good		22
RCNLD		12,900

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
SHD2	SHED FR-W L	L	120	14.60	1990		70		0.00	1,200

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	840	840	840	59.28	49,797
FEP	Porch, Enclosed, Finished	0	193	135	41.47	8,003
STP	Stoop/WDK	0	16	2	7.41	119
UOP	Porch, Open, Unfinished	0	16	2	7.41	119
WDK	Deck, Wood	0	80	8	5.93	474
Ttl Gross Liv / Lease Area		840	1,145	987		58,512



**Concord Terrace, LLC**  
**73 Fisherville Road**  
**Concord, NH 03303**  
**603-225-3091**

- For Prospective Buyers at Auction –

1/26/24

For the manufactured home to remain in Concord Terrace Mobile Home Park the following conditions must be complied with:

- Buyer must meet Concord Terrace's qualifications for tenancy. Concord Terrace, LLC must approve the sale of the home to a new owner.
- Buyer must agree to and abide by all Concord Terrace Park Rules.
- In order for the home to remain in the park, its condition must comply with Concord Terrace Park standards. This includes the outside appearance and condition of the home, decks, sheds, and the site, as further described in the Concord Terrace Park Rules.
- Park Approval is not required if the home is being purchased to be removed from Concord Terrace Mobile Home Park.

## **CONCORD TERRACE MANUFACTURED HOUSING PARK RULES**

The following rules have been developed to create a pleasant community in which to live. We wish to ensure quiet enjoyment for all Homeowners who are cooperative and considerate of the peace, privacy and property of both the Park Owner and other Homeowners. It is in this spirit that we set forth these rules.

### **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 YOUR CONSENT UNLESS THIS PARK GIVES YOU 90 DAYS ADVANCE NOTICE OF THE CHANGE.

SUBJECT TO THE TERMS OF ANY 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, DO NOT DAMAGE PARK PROPERTY, AND DO NOT REPEATEDLY BOTHER OTHER TENANTS IN THE PARK. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN THIRTY DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.

YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES AND REGULATIONS OF THIS PARK BUT ONLY IF THE RULES AND REGULATIONS ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN 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 GIVE YOU 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 OF THIS 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 MOVE 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; OR MAY BE ACCESSED FROM THE GENERAL COURT WEBSITE FOR THE STATE OF NEW HAMPSHIRE.



1. **COMPLIANCE WITH RULES.**

The Homeowner agrees to comply with the rules set forth herein and all other local, state or federal ordinances, rules, regulations and laws relating to mobile/manufactured homes and parks. The Homeowner further agrees to cure within ten days any violation of such rules, ordinances, regulations and laws upon written notification of the Park Owner. Ongoing violations of such rules, ordinances, regulations and laws shall be grounds for eviction, unless cured within (10) ten days.

2. **TYPE OF PARK.**

Concord Terrace Mobile Home Park is a family park which allows children and adults of all ages.

3. **ENTRANCE FEE.**

There shall be an entrance fee based upon services rendered by the Park Owner, up to but not greater than the equivalent of three (3) months rent. The purpose of the entrance fee is to allow the Park Owner to interview prospective Homeowners, check credit references, check character references, review evidence of payment of real estate taxes which apply to the home, review and sign the deed for the home, lot preparation, and other necessary services actually provided by the Park Owner. The entrance fee is non-refundable.

4. **OCCUPANCY OF THE HOME.**

A. Homeowner

The persons permitted to occupy the premises shall consist of the Homeowners and the additional persons whose names are registered and listed on the RENTAL AGREEMENT page of these park rules. In no case, however, shall the total number of people in the home, including children or guests that stay for more than thirty (30) days per year, exceed four (4); unless size, location & fire safety of bedrooms permit more people.

B. Guests

Guests staying over thirty (30) days per year shall be considered occupants and, at the Park Owner's option, may be required to leave the park.

C. Previous Residents

Any person or persons previously evicted from the park will only be allowed on to park property with written park approval.

D. Section 540:9

**540:9 Payment After Notice** – No tenancy shall be terminated for nonpayment of rent, utility charges, or any other lawful charge contained in a lease or an oral or written rental agreement if the tenant, before the expiration of the notice, pays or tenders all arrearages plus \$15.00 as

liquidated damages; provided, however, that a tenant may not defeat an eviction for nonpayment by use of this section more than 3 times within a 12-month period.

5. **CHILDREN.**

A Homeowner shall notify the Park Owner within ten (10) days of the birth of any child who is or will be a resident of the park.

Children shall be kept under the parents' control at all times and shall behave in a quiet, orderly manner. Visiting Children are limited to a maximum of a thirty (30) day visit in the park.

Children should not play in the street, especially unsupervised.

The conduct of visiting children and children in the care of a Homeowner shall be the responsibility of the Homeowner.

Homeowners shall be responsible for any damage caused by all children living in their home, visiting, or in the care of the Homeowner, and shall reimburse for any losses of park property or property of other Homeowners occasioned by said child or children. No person, including the Homeowner, guests and children, shall be permitted on the lot of another Homeowner without that Homeowner's consent.

6. **SET-UP OF HOME - NEW AND EXISTING.**

The set-up of the home must be done by a **licensed contractor/installer**, following the guidelines described by the Park Owner. The lot shall be inspected by the Park Owner before services shall be connected. Hitches shall be removed and placed under the home and all oil (kerosene) tanks, as well as any piping, supply lines, fittings, connections, shut-off valves, or any part of the fuel storage system which is above ground, shall be the property of and the responsibility of the homeowners. All oil (kerosene) tanks and supply lines shall be above ground (not touching the ground), with the supply lines protected and the tanks adequately supported. All new oil (kerosene) tanks must comply with state and national safety codes. All existing oil (kerosene) tanks must comply with state and national safety codes by July 1, 2010. All tanks and supply lines not in compliance with this rule must be removed from the park. All homes replacing an existing home must be new and have a State of New Hampshire seal.

7. **ANTENNAS.**

All outside radio, television and satellite antennas must be attached to the home. No satellite antennas or dishes may exceed 30" in diameter.

8. **HOME AND BUILDING MAINTENANCE.**

A. Home

All homes shall be maintained in safe and sanitary condition, free of insects, rodents, vermin, pests and the like. The homes shall be kept level and in good repair and shall rest firmly on their concrete piers. Their exterior shall be clean, neat and properly painted at all times. Any change in the exterior color of a home or appurtenant structures including,

without limitations, additions, utility buildings, cabanas, porches, fences, decks, steps and skirts must be approved in writing by the Park Owner. The Park Owner reserves the right to require reasonable maintenance, repair and improvement of any home. All homes must have front and rear steps with railings on every entryway.

B. The Park Owner shall be responsible for the following services:

1. Electrical connections, up to, but not including, the panel box in the home.
2. All sewer lines, leach fields or tanks below ground. PLEASE NOTE: Any damage to the lines, pipes, leach fields or tanks due to the Homeowner's negligence shall be the responsibility of the Homeowner. Do not dispose of sanitary napkins, tampons or diapers into the sewerage system.
3. All underground water lines, to, but not including, the shut-off valve.

C. Plumbing

Plumbing is to be kept in good condition and repair, and leaks are to be repaired immediately. If a substantial water leak exists, the Park Owner reserves the right to shut off the water supply to a home whenever such action is deemed to be in the best interest of the Park.

D. Additions

An addition to a home, which addition may include, but is not limited to, any modification or change in the structure of walls, floors, or the roof of the home, or addition of decks (please note that all decks shall have railings) is permitted so long as such addition conforms to the local building code, is approved by the appropriate local authority and is authorized in writing by the Park Owner. Additional bedrooms will not be allowed.

Construction materials shall be the same as those used in the construction of the home. All applicable building codes shall be followed.

The addition shall be of a design in harmony with the home which it serves, be constructed in a craftsman-like manner and be painted or stained to blend with the home. The addition shall be kept in good condition and repair at all times. Plastic, cloth, & tarps cannot be used to enclose additions or porches.

E. Storage Buildings and Storage of Personal Property

One wood-frame utility building is permitted for each home so long as such building conforms to the local building code, is approved by the appropriate local authority, and meets the following specifications and conditions:

1. All utility buildings must be approved by the park owner prior to construction.
2. Size - Storage buildings shall not exceed exterior dimensions of 10' x 12'.
3. All roofs shall be pitched and shall not exceed 10' in height at the center and 8' at the sides.
4. Construction materials shall consist of the following:  
Walls - exterior plywood covered with finished siding including aluminum, vinyl,

wood shingles, or tongue and grooved boards.

Roof - exterior plywood covered with asphalt or wood shingles.

In no case will used lumber and tar paper be permitted for finished exterior surfaces. Vinyl or plastic materials will be considered on an individual basis.

5. All utility buildings shall be elevated and constructed to minimize contact with the ground.

In order to maintain an attractive environment, outside lot construction shall be limited to utility sheds, porches and decks. Prior written permission of the Park Owner is required. All storage must be in an approved utility building or inside the home. Tarps, lean-tos, or similar structures are not allowed. No storage is allowed in campers, automobiles, trucks, etc.

A utility building shall be of a design in harmony with the home which it serves, be constructed in a craftsman-like manner and be painted or stained to blend with the home. The building shall be kept in good condition and repair. No new or newly acquired utility buildings shall be less than 8' x 8'. Park management shall be consulted for proper location on the lot.

Large items of personal property, such as boats, motorcycles, trailers, campers, pop-up trailers, snow mobiles, personal water crafts, etc. may not be stored outside at Concord Terrace. One (1) motorcycle will be allowed to be stored outside. One large personal item which is presently stored outside on a lot will be exempted from this rule change until its permanent removal, however no replacement items will be permitted. No more than one (1) exempted item may be stored on each site. Exempted items shall be stored neatly, off of driveways, in an approved location on the site. The Park Owner shall not be liable for any loss or damage to the personal property so stored.

All toys, tools, home accessories, etc. must be picked up and stored inside overnight.

## 9. LOT MAINTENANCE.

The Homeowner's lot shall be kept clean and neat at all times. Lawns and landscaping must be maintained by the Homeowner. Lots must have a well-kept appearance. In the event that the Park Owner determines that the Homeowner is not properly caring for their lot, written notice shall be given to the Homeowner. If the problem is not cured within ten (10) days, the Park Owner shall have the right to provide the necessary maintenance. Any and all expenses thereof shall be paid by the Homeowner. If this condition persists, the Homeowner shall be put on perpetual care at the additional charge of \$125.00 per month during the months April through October, due at the time of rental payment.

Driveways, walks, porches, patios, steps, and railings shall be kept neat and in good repair, and shall be painted in harmony with the home.

Pruning of shrubs and trees (including the branches directly over each home) shall be the responsibility of each Homeowner.

Homeowners shall remove ice and snow from the driveways, walks, porches, patios, and steps. Homeowners shall salt and sand as needed.

Homeowners shall notify the park management and DIG-SAFE (1-888-344-7233) at the time of any excavation. This includes roto-tilling and the planting of shrubberies.

10. **MOTOR VEHICLES.**

The maximum speed limit for all vehicles on park roads shall be ten (10) miles per hour, weather permitting, unless otherwise posted.

Unregistered, non-roadworthy or junk vehicles shall not be permitted in the park. Such vehicles shall be towed away at the Homeowner's expense.

There shall be no automobile repairs made anywhere in the park.

Damage to paved roadways or parking areas caused by leaking gas, lubricants, oil, or from any cause shall be the responsibility of the Homeowner. All repairs shall be made by the Park Owner at the Homeowner's expense. Any Homeowner or visitor's vehicle violating this rule shall be towed away at the Homeowner's expense.

No commercial vehicles are permitted to be kept in the park without the written consent of the Park Owner.

All guests operating any motor vehicle inside the park shall comply with all park rules. Homeowners are responsible for their guests complying with all park rules.

For each home or lot, the parking of two (2) vehicles is permitted. Any additional vehicles may be parked on a lot only with the Park Owner's written consent as to location and only if the Homeowner, at his expense, provides a paved parking area for the vehicle. For additional parking for Homeowners or guests, the Homeowner must contact the Park Owner.

No vehicles shall be parked on the grass.

Except as hereinafter provided; reasonable on-street parking, which does not interfere with traffic or snow removal, is permitted during daylight hours only. There shall be no on-street parking from dusk to daylight.

Concord Terrace provides paved parking for only 2 cars (400 sq. ft. maximum size). It is the homeowner's responsibility to maintain the entire paved driveway. All parking must be head in or back in (perpendicular to the street). Please do not park on the grass. Park all motorcycles on the pavement.

All motorized scooters must be operated by a licensed driver. Battery powered scooters will be reviewed on an individual basis. All scooter operators must obey all laws and park rules.

11. **SALE OF HOME BY HOMEOWNER.**

The Homeowner shall have the right to sell the home. When the Homeowner chooses to sell the home, the following conditions shall be met:

A. The Homeowner shall notify the Park Owner in writing of the intent to sell the home fourteen (14) days prior to placement of the "For Sale" sign or marketing of the home.

B. Within ten (10) days of the receipt of said notice, the Homeowner shall allow the Park Owner to inspect the home. Said inspection shall be done during normal business hours.

C. The purpose of the inspection is to determine if the home, any utility building, and additions to the home are in a safe and sanitary condition and in conformance with aesthetic standards of general applicability. The following factors shall be considered but inspection shall not be limited to: heating system, plumbing, and exterior appearance along with other factors generally taken into account when performing an appraisal. The home should not have, for example, flaking paint, rotted wood, broken windows, or unsightly skirting.

D. As a condition for permitting the home to remain in the park, the Park Owner may require the Homeowner to repair the home, utility building, or addition to the home which does not meet with the above-stated standards.

E. The Park Owner shall notify the Homeowner of the results of the investigation within ten (10) days of the inspection and shall, at that time, provide the Homeowner with a written list of all repairs to be completed.

F. After the inspection, if the Park Owner finds that the home does not meet safety, health or sanitary codes or does not conform to the general aesthetic conditions of other homes in the park, the Homeowner may be requested to remove the home from the park.

G. Any potential buyer of a home must complete the application provided by the Park Owner and must agree to comply with all of the requirements set forth in the park application, in writing, within fifteen (15) days of its receipt. The Park Owner shall notify the applicant of the decision and approval shall not be unreasonably withheld by the Park Owner.

H. After a potential buyer has been approved to enter the park by the Park Owner, the Homeowner, or agent, shall give the Park Owner the deed for review and signature. Please note that the Park Owner must have at least seven (7) days' notice prior to the date of closing to review and sign the deed.

## 12. **REMOVAL OF HOME FROM PARK.**

Homeowners shall give thirty (30) days' notice to the Park Owner before vacating the lot. Failure to give such notice shall obligate the Homeowner for an additional month's rent.

All Homeowners removing their homes from the park shall pay all arrearages owed to the Park Owner by certified check or cash before removing the home, including lot rent, fees for services rendered, municipal real estate taxes and water/sewer bills.

All permits for moving the home are to be submitted to the Park Owner for verification before leaving the park.

The lot must be left clean or a reasonable cleaning charge shall be assessed. The Park Owner may require a refundable deposit of an amount not to exceed two month's rent in order to ensure that the lot is properly cleaned.

All shrubs, flowers, decorative trees, etc. which are planted in the ground shall remain on the lot. Steps, porches, skirting, and screening are the property of the Homeowner. However, if said items remain on the lot on the day after removal of the manufactured home, they shall become the property of the Park Owner.

Homeowners are responsible for any damages done to the home or the park while moving the home.

### 13. **PETS.**

Pets – Pets kept for medical reasons must have a doctor’s note. These pets must be certified and licensed to treat the specific condition(s) as pertaining to the doctor’s note.

A Homeowner shall not keep, nor shall he permit other persons, including guests, to keep any pets in his home, other than those which remain entirely within the Home and normally require no outside facilities. There shall be only two (2) cats permitted per home. No dogs are allowed with the exception of seeing-eye or other certified with a doctor’s note. They must be necessary for the residents to be allowed. The type of pet and a description of it, or a picture of the pet shall be given to the park owner. All pets must be kept inside at all times. No visiting dogs are allowed. A penalty of \$20.00 per incidence will be charged for each violation of this rule. Continued violations will result in the Homeowner’s eviction from the park.

Exemption - Any Homeowner who, prior to the effective date of this rule, was authorized by the Park Owner in writing to keep a pet shall be exempt from this rule so long as that pet is alive and remains in his home. Any such pet shall be subject to the following provisions:

1) The pet shall be kept on a leash and under control at all times and shall not be permitted to make unnecessary noise or create unnecessary disturbances. No pets shall be allowed out of the home unless accompanied by the Homeowner. The pet shall be allowed to relieve itself only on its owner’s lot. A violation of this subparagraph shall result in the assessment of a penalty charge of \$20.00 per incident.

2) Any pet which creates a nuisance or disturbs the peace and quiet of the park shall, at the request of the Park Owner, be removed from the Park.

3) Continued violations will result in the Homeowner’s eviction from the park.

4) All exempted pets must be registered with the park.

### 14. **SIGNS.**

Commercial signs of any type are not permitted in the Park.

“For Sale” signs are permitted subject to the conditions set forth in below:

A maximum of two (2) “For Sale” signs of reasonable size (not to exceed 216 square inches) and quality, representing bona fide offers to sell a home, are permitted to be placed on or in a home.

The Homeowner shall notify in writing the local office of the Park Owner of his intent to place "For Sale" signs on or in his home prior to so acting.

Such signs shall be posted only in windows or on the side of home and in such a manner as not to unreasonably detract from the appearance of the Park.

"For Sale" signs shall be removed within twenty-four (24) hours of the time when a home is no longer offered for sale.

15. **NOISE.**

A. Personal Conduct

Residents of the Park and their guests shall conduct themselves in a reasonably quiet manner so as not to disturb others.

Noise levels shall be reduced after 10 p.m. for the benefit of all residents.

Homeowners shall be responsible for the conduct of their children and guests.

B. Vehicles

Vehicles of Park residents shall have properly maintained muffler systems.

Vehicle engines shall not be unnecessarily raced or gunned at any time.

No unregistered vehicles shall be operated on park property. Dirt bikes, ATV's, snowmobiles, mini-bikes or similar vehicles may not be operated on park property.

C. Air Conditioning Equipment

Air conditioning equipment shall not be run between the hours of 10 p.m. and 7 a.m. if it causes an unreasonable disturbance to neighbors.

16. **SUBLETTING.**

There shall be no subletting and any document purporting to sublet the Homeowner's interest in the lot shall be null and void. Assignment of a Rental Agreement with the Park Owner is only allowed in limited circumstances with the written consent of the Park Owner. Any document purporting to assign the Homeowner's interest in the lot shall be null and void unless accompanied by the Park Owner's prior written consent.

17. **TERMINATION AND EVICTION.**

A Homeowner may be evicted from the park by the Park Owner upon the occurrence of one or more of the following events:



- A. Nonpayment of rent. (30 days' notice)
- B. Nonpayment of any tax assessed upon the home. (30 days' notice)
- C. Any attempted assignment of this Agreement or any attempted sublease of the Premises by the Homeowner, or any unauthorized change in the ownership of the home or its principal occupants. (60 days' notice)
- D. Any failure to comply with any provision of the rules, provided, however, that the Homeowner is first given written notice of his failure to comply with the rules and a reasonable opportunity thereafter to cure such failure. (60 days' notice)
- E. Failure of the Homeowner to comply with local ordinances, or state or federal law or regulations relating to manufactured/mobile homes and manufactured/mobile home parks; provided that the Homeowner is first given written notice of his failure to comply with said laws or regulations and a reasonable opportunity thereafter to cure such failure. (60 days' notice)
- F. Damage by the Homeowner to the park or the premises, reasonable wear and tear excepted. (60 days' notice)
- G. Repeated conduct of the Homeowner within the park which disturbs the peace and quiet of other Homeowners. (60 days' notice)
- H. Condemnation or change of use of the park. (18 months' notice)

To cure an eviction due to non-payment of rent; a tenant must pay all arrearages, including any statutory fees, in full, by either cash, money order, or bank check, prior to the date of eviction. Partial payment of arrearages will not cure an eviction. No personal checks will be accepted.

#### 18. LIMITATION OF LIABILITY.

The Park Owner shall not be liable with respect to any condition or event occurring or resulting by reason of severe weather conditions or other conditions which are beyond the control of the Park Owner. The Park Owner shall not be liable for any damage or injury if such damage or injury is caused by the act or negligence of the Homeowner or any other person not within the reasonable control of the Park Owner. If any condition requiring correction by the Park Owner shall have been caused by an act or negligence of the Homeowner, his agents or guests, the Homeowner shall pay all expenses associated with the correction of the problem.

#### 19. INSURANCE.

All Homeowners must maintain standard liability insurance on their homes at all times. Upon request of the Park Owner, proof of this insurance shall be given to the Park Owner. The park may require that additional insurance be placed on dangerous activities( such as trampolines,

skateboard jumps, etc.), at the sole discretion of the park. The Park Owner reserves the right to prohibit unduly hazardous devices or activities.

20. **DEED.**

The Park Owner will sign the deed transferring title to the manufactured housing to a new tenant upon the signing of the Park Rules. The signing of the deed by the Park Owner is required by New Hampshire Law; however, the consent by the Park Owner gives the Homeowner no interest in the real estate upon which the manufactured home is or will be located.

21. **NOTIFICATION TO OWNER OF EXISTING LIEN OR MORTGAGE ON HOME.**

At the time a person becomes a Homeowner, such person shall report to the Park Owner in writing, the existence of any lien or mortgage on the person's home, including the name and address of the current mortgage or lien holders. In the event the lien or mortgage is transferred to another holder, the Homeowner shall report such assignment or transfer to the Park Owner within twenty (20) days along with the new holder's name and address.

22. **MISCELLANEOUS.**

A. Homeowners shall not vacate or abandon the manufactured home and/or lot at any time during the rental agreement. Absence for one (1) month or longer without paying rent shall be deemed abandonment, vacating, and surrender of the lot and of the home. If the Homeowner shall abandon, vacate or surrender said home and/or lot or be dispossessed by process of law or otherwise, any property (including any manufactured home on said lot) belonging to Homeowner and left in the park shall be deemed abandoned at the option of the Park Owner. Such property may be removed or caused to be removed from the lot and arrangements made for storage at the Homeowner's expense. This remedy shall be in addition to any and all remedies provided by law.

B. The Homeowner agrees to comply with the rules set forth herein and incorporated herein by reference, all local ordinances, federal and state laws, and rules or regulations relating to mobile homes and mobile home parks. The Homeowner further agrees to cure, in a prompt and timely fashion, any failure to comply with such rules, ordinances, laws or rules or regulations upon written notification by the Park Owner.

C. No firearms shall be discharged in the park.

D. No businesses, including home occupations, shall be permitted in the park.

E. No Homeowner shall store explosives, hazardous wastes, or hazardous substances on their lot. Fireworks are not allowed to be used in the park.

F. Tents, campers, and pop-up trailers are not allowed.

G. The Park Owner shall have the right to enter any lot or home for emergency maintenance purposes or to carry out the terms of those rules, and to cross lot lines for the

purpose of removal and placement of homes.

- H. Vehicles interfering with snow removal will be towed at the Homeowner's expense.
- I. Sports props including, but not limited to moveable basketball hoops, hockey nets, skate board ramps, etc. cannot be used in the roadways or along the edges of the roads. Trampolines, of any size, are not allowed. This is for the safety of the Homeowner and his family.
- J. Adequate heat tapes for water pipes should be installed by the homeowner(s) and maintained in good condition on all homes. Under no circumstances may a homeowner permit water to run inside or outside the home in order to avoid the freezing of pipes. In the event that the water lines freeze due to the neglect of the homeowner(s), the homeowner(s) will be responsible for all repairs to any damaged water lines, shut-offs or meters.
- K. All trash containers shall be stored out of sight from the street.
- L. No fences are permitted.
- M. All yard sales must have prior written permission from the Park Owner.
- N. No "For Sale" signs are permitted to be placed on items of personal property the Homeowner desires to sell.
- O. Only one (1) portable playhouse is permitted per site. The size permitted is not to exceed 5' x 5' x 4'. All such playhouses must be neatly stored at night and when not in use.
- P. No swimming pools are allowed in Concord Terrace. Wading pools must have less than twelve (12) inches of water and cannot have more than sixty (60) square feet of surface area. Children must have adult supervision at all times. Any such wading pools must either be drained or securely covered when not in use. This is to prevent drowning. Proof of insurance coverage or additional coverage may be required at the sole discretion of the Park Owner.
- Q. The Park Owner may, in its sole discretion, waive any provision of the Park Rules upon application of the of the Homeowners. Any such waiver must be in writing to be effective.
- R. All new & existing oil and kerosene fuel storage tanks must comply with the BEST MANAGEMENT PRACTICES which were adopted by the State of New Hampshire on July 1, 2015.
- S. All new and replacement tanks must have feeds from the top and cannot have bottom feeds or outside exposed filters.

Revised July 16<sup>th</sup>, 2021

RULES AND RESIDENCY AGREEMENT

CONCORD TERRACE L.L.C. does hereby agree to rent Lot to the undersigned with the following conditions:

(A) The **current rent, effective October 1, 2023 is \$545.00 per month**, payable in advance on the first of each month, for the occupancy according to the signed occupancy form. The next park increase is October, 2024.

(B) All rental payments which are mailed shall be postmarked on or before the first of each month and shall be sent to the Park Owner at the following address:

MAILING ADDRESS:  
CONCORD TERRACE L.L.C.  
73 FISHERVILLE ROAD  
CONCORD, N.H. 03303

(C) A late charge of \$25.00 will be assessed for any portion of the rent which is in arrears or any charges or assessments not paid by the tenth of the month.

(D) A charge of \$25.00 will be assessed for checks that are returned because of insufficient funds.

(E) The Homeowner agrees that he will pay any tax assessed upon his home by local authorities in a prompt and timely fashion and will not cause or allow his home to be sold, removed from the Park or put into possession of another person until any such tax has been paid or until arrangements satisfactory to the Park Owner have been made. In the event that any such tax is assessed to, and paid by the Park Owner pursuant to RSA 73:16-a, the Park Owner shall be entitled to be reimbursed by the Homeowner for such payment and interest pursuant to RSA 76:13 and reasonable costs of collection, including attorney's fees.

(F) All Homeowners agree to provide updated resident information as requested.

(G) The Park Owner agrees that the following people are permitted to occupy the home with the Homeowner(s):

Name	Relationship	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Homeowner(s) acknowledges that he has received, read and agrees to abide by the Concord Terrace Manufactured Housing Park Rules. If the Park Owner engages legal counsel or otherwise incurs costs due to the Homeowners' non-payment of rent or fees, or failure to comply with the park rules or this Rental Agreement, the Homeowner(s) shall be liable for all costs of said collection or enforcement, including reasonable attorneys' fees.

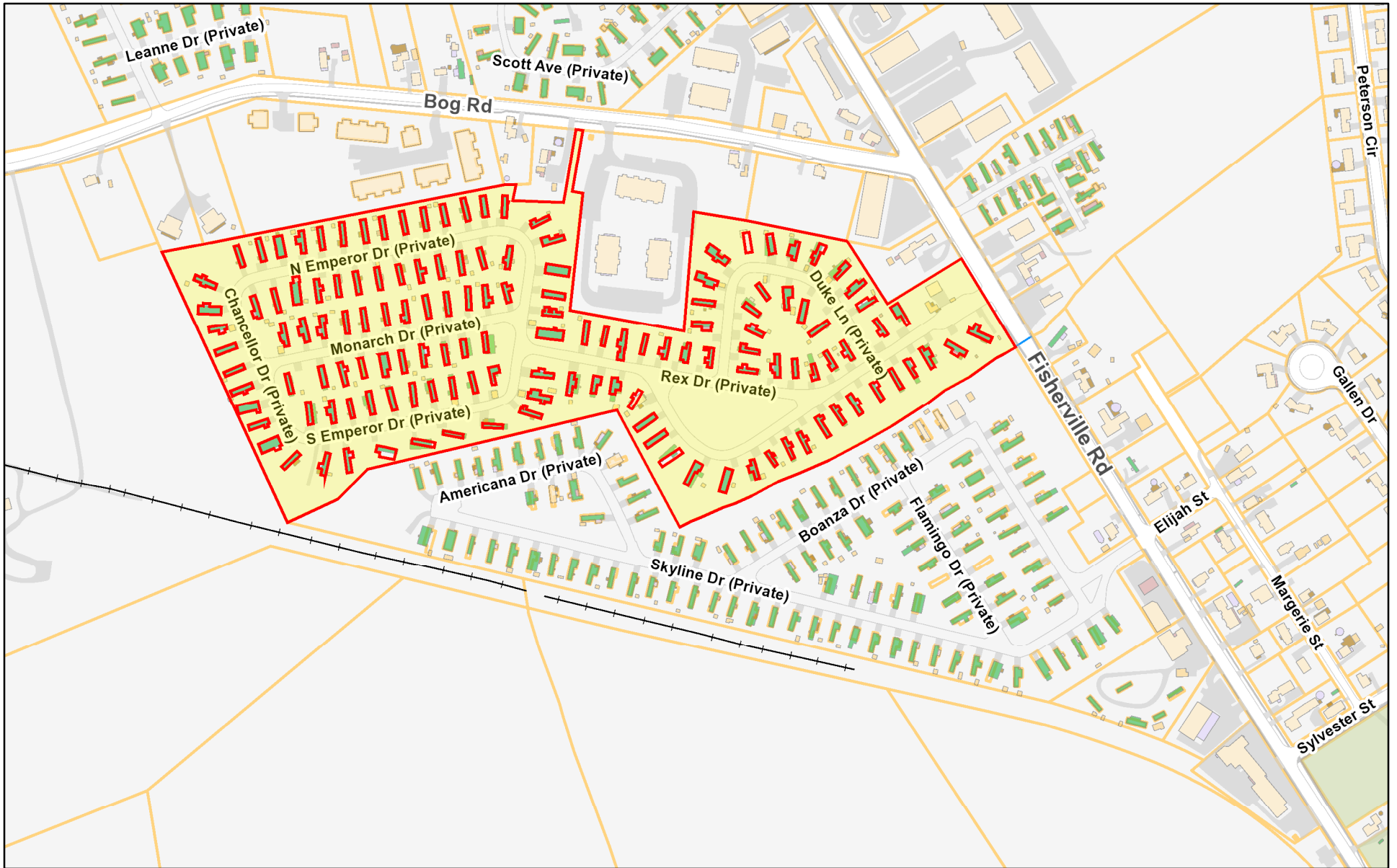
\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Concord Terrace Representative

Revised September, 2023.



October 23, 2023

