

## SELLER'S PROPERTY INFORMATION REPORT

TO BE COMPLETED BY SELLER

Date Prepared: \_\_\_\_\_

Seller's Name(s):

Robert Gillespie

Property Address:

151 Redwood Drive

Hyde Park

Street

City/Town

Type of Property:

- ☐ Single Family Residence    ☐ Multi-Family Residence (duplex, triplex, etc.)  
☐ Condominium/Townhouse    ☐ Land Only    ☐ Commercial

Use of Property:

- ☐ Primary Residence    ☐ Vacation Property    ☒ Rental Property    ☐ Other: \_\_\_\_\_

**INTRODUCTION:** This Report provides information from the Seller based on Seller's personal knowledge concerning the above Property. Unless otherwise disclosed, Seller does not have any expertise in construction, architecture, engineering, surveying or any other skills that would provide Seller with special knowledge concerning the condition of the Property. Other than having owned the Property, Seller has no greater knowledge about the Property than that which could be obtained by a careful inspection performed by or on behalf of a potential buyer. The real estate agents involved with the sale of this Property do not conduct or perform any inspection of the Property. Unless otherwise disclosed, Seller has not inspected or examined those portions of the Property that are generally inaccessible. **THIS REPORT DOES NOT CONSTITUTE A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY REAL ESTATE AGENT CONCERNING THE CONDITION OF THE PROPERTY. THIS REPORT IS NOT A SUBSTITUTE FOR A PROPERTY INSPECTION. BUYER HAS THE OPPORTUNITY TO REQUEST THAT SELLER AGREE TO A PROPERTY INSPECTION AS PART OF ANY CONTRACT FOR THE SALE OF THE PROPERTY.**

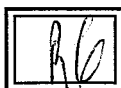

**INSTRUCTIONS TO SELLER:** (1) Complete this form yourself. (2) Answer ALL questions. (3) Disclose conditions that you know about that affect the Property. (4) Attach additional pages to this Report if additional information is provided. (5) IF YOU DO NOT KNOW THE FACTS, WRITE "DON'T KNOW." DO NOT GUESS THE ANSWER TO ANY QUESTION.

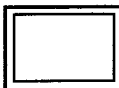
**THE STATEMENTS IN THIS REPORT ARE MADE BY THE SELLER.  
THEY ARE NOT STATEMENTS OR REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT(S).**

### 1. LAND (SOILS, DRAINAGE, BOUNDARIES AND EASEMENTS)

(a)	Has any fill or off-site material been placed on the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(b)	Do you know of any sliding, settling, subsidence, earth movement, upheaval or earth stability problems that have affected the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(c)	Is the Property located in a federal flood hazard zone or wetlands, public waters or conservation zones designated by federal, state or local statute, regulation or ordinance?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(d)	Do you know of any past or present drainage, high water table, or flood problems affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(e)	Is the Property served by a road maintained by the municipality?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(f)	If the answer to (e) above is "No," how is the road serving the property maintained? <input type="checkbox"/> Road Maintenance Agreement <input type="checkbox"/> Homeowners/Road Association <input type="checkbox"/> Private (by owner) Annual Cost(s): _____ Other (explain): _____			
(g)	Are there public or private landfills or dumps (compacted or otherwise) on the Property or on any abutting property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

Seller's Initials



Purchaser's Initials






(h)	Are there currently any underground fuel storage tanks on the Property? If "Yes," Fuel Type: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(i)	Have there been any underground fuel storage tanks on the Property in the past? If "Yes," have they been removed? When? <u>2013</u> By whom? <u>Harwell</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> YES	<input type="checkbox"/> NO <input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW <input type="checkbox"/> DON'T KNOW
(j)	Do you know the location of the boundary lines of the Property?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(k)	Are the boundary lines of the Property marked in any way? If "Yes," how are they marked? <u>Tree Line</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(l)	Has the Property been surveyed? If "Yes," when? _____ By whom? _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(m)	Is a copy of the survey available?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(n)	Are there any easements or rights of way affecting the Property?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(o)	Are there any boundary line disputes, claims of adverse possession, encroachments, shared driveways, party walls or zoning set back violations affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

**Further explanation of any of the above:**

## 2. MECHANICAL, ELECTRICAL, APPLIANCES & OTHER SYSTEMS

### HEATING/AIR CONDITIONING/HOT WATER SYSTEMS

(a)	<b>Heating System (check all that apply):</b> <input type="checkbox"/> Base Board <input type="checkbox"/> Hot Air <input type="checkbox"/> Radiant <input type="checkbox"/> Heat Pump <input checked="" type="checkbox"/> Direct Vent <input type="checkbox"/> Other (explain): _____ Age of Furnace/Boiler: _____ <input type="checkbox"/> Don't Know Fuel Type: <input checked="" type="checkbox"/> Oil <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Electric <input type="checkbox"/> Wood <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Geothermal <input type="checkbox"/> Other (explain): _____ Annual Fuel Usage: _____ Gallons (or other measure) Provider: _____ Property used: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Seasonally Fuel consumption may vary by user, number of occupants and weather conditions.
(b)	<b>Air Conditioning:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," describe (central, heat pump, window, etc.): _____
(c)	<b>Hot Water System (check all that apply):</b> <input checked="" type="checkbox"/> Hot Water Tank <input type="checkbox"/> Domestic/Off Boiler <input type="checkbox"/> On Demand <input type="checkbox"/> Heat Pump Water Heater Age of Hot Water System: _____ <input checked="" type="checkbox"/> Don't Know Fuel Type: <input type="checkbox"/> Oil <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> Coal <input type="checkbox"/> Solar <input type="checkbox"/> Wood Pellet <input type="checkbox"/> Other _____ Hot Water Tank is: <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, from whom: _____ Monthly rental fee: \$ _____
(d)	<b>Alternative Energy System(s) (check all that apply):</b> <input type="checkbox"/> Solar <input type="checkbox"/> Wind <input type="checkbox"/> Hydroelectric <input type="checkbox"/> Geothermal <input checked="" type="checkbox"/> Unknown Energy returned to grid: <input type="checkbox"/> YES <input type="checkbox"/> NO Owned _____ or Leased _____
(e)	<b>Electrical System:</b> Electrical service panel has: <input type="checkbox"/> Fuses <input checked="" type="checkbox"/> Circuit Breakers <input type="checkbox"/> Other (explain) _____ Annual electricity usage: \$ _____ Electric utility provider: _____ Property used: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Seasonally Electricity consumption may vary by user, number of occupants, number of appliances and weather conditions. Main Breaker Amperes: <u>15-30</u> Amps <input type="checkbox"/> Don't Know
(f)	Are you aware of any problems or conditions that affect any of the above systems? <input type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," explain in detail: _____ <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

### TELEPHONE / INTERNET / TELEVISION

(g)	Is landline telephone service present at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: _____
(h)	Is cellular telephone service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," list available providers: <u>All</u>
(i)	Is internet service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: _____ If "Yes," service is: <input type="checkbox"/> Dial Up <input type="checkbox"/> Broadband <input type="checkbox"/> Cable <input type="checkbox"/> Satellite <input type="checkbox"/> DSL
(j)	Is television service available at the Property? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "Yes," current provider: _____ If "Yes," source is: <input type="checkbox"/> Antenna <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Satellite <input type="checkbox"/> DSL

Seller's Initials

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Purchaser's Initials

(k) **OTHER EQUIPMENT AND APPLIANCES INCLUDED IN SALE**

Check the items that will be included in the sale of the Property:

- ☐ Electric Garage Door Opener - Number of Transmitters \_\_\_\_\_ ☐ Security Alarm System ☐ Owned ☐ Leased ☐ Humidifier  
☐ Dehumidifier ☐ Lawn Sprinklers ☐ Automatic Timer ☒ Smoke Detectors - How Many? 2 ☐ Whirlpool Bath  
☐ Swimming Pool ☐ Pool Heater ☐ Spa/Hot Tub ☐ Pool/Spa Equipment (list): \_\_\_\_\_  
☒ Refrigerator ☒ Stove ☒ Hood/Fan ☐ Microwave Oven ☐ Dishwasher ☐ Garbage Disposal ☐ Trash Compactor  
☐ Washer ☐ Dryer ☐ Central Vacuum ☐ Freezer ☐ Intercom ☐ Ceiling Fans ☐ Woodstove ☐ Sump Pump ☐ Well Pump  
☒ Satellite Dish ☐ Indoor/Outdoor Grill ☐ Attic Fan(s) ☒ Window A/C  
☐ Wood/Gas/Pellet/Other Stove (describe): \_\_\_\_\_

OTHER: \_\_\_\_\_

Are any of the items that will be included in the sale of the Property in need of repair or replacement? ☐ YES ☒ NO

If "yes", explain in detail: Washer + Dryer

List equipment and appliances, including any AC units, that will be excluded from the sale of the Property:

2- AC included

**3. STRUCTURAL COMPONENTS**

Check any of the following items that have significant defects or malfunctions or that need significant repair:

- ☐ Foundation ☐ Slab ☐ Chimney ☐ Fireplace ☐ Interior Walls ☐ Ceilings ☐ Floors  
☐ Windows ☐ Doors ☐ Storms/Screens ☐ Exterior Walls ☐ Driveway ☐ Sidewalks ☐ Pool ☐ Roof  
☐ Outside Retaining Walls ☐ Other Structures/Components: \_\_\_\_\_

If any of the above items are checked, describe the defect, malfunction or item(s) that need significant repair:

Has there ever been damage to the Property or any of the structures from fire, wind, floods, earth movements or landslides?

☐ YES ☒ NO ☐ DON'T KNOW If "Yes," explain in detail, including any repairs: \_\_\_\_\_

**BASEMENT/CELLAR/CRAWL SPACE:**

Has there ever been any water leakage, accumulation of water, dampness or visible mold within the basement, cellar or any crawl space?

☐ YES ☒ NO If "Yes," explain in detail: \_\_\_\_\_

Have there been any repairs or other attempts to control any water or dampness within the basement, cellar or crawl space?

☐ YES ☒ NO ☐ DON'T KNOW If "Yes," explain in detail, including any repairs: \_\_\_\_\_

Are any of the above recurring problems? ☐ YES ☒ NO If "Yes," what are the problems and how often have they recurred?

Has paint containing lead been used on the Property? ☐ YES ☐ NO ☒ DON'T KNOW

**ROOF:** ☒ Shingle ☐ Slate ☐ Metal ☐ Tile ☐ Other (describe) \_\_\_\_\_ ☐ Don't Know

Approximate age of roof? 15 yrs.

Has the roof ever leaked since you have owned the Property? ☐ YES ☐ NO ☐ DON'T KNOW

If "Yes," explain: \_\_\_\_\_

Has the roof been replaced or repaired since you have owned the Property? ☐ YES ☒ NO ☐ DON'T KNOW

If "Yes," when? \_\_\_\_\_

Are there any current problems with the roof? ☐ YES ☒ NO ☐ DON'T KNOW

If "Yes," explain: \_\_\_\_\_

**4. WATER SUPPLY**

**Special Notice:** Water supplies, especially those that are not public or municipal supplies, are affected by many conditions about which Seller may have no knowledge or have any ability to control. These water supply systems can change, deteriorate or fail, often with no warning signs. *Seller makes no warranty or representation whatsoever that the water supply, including quality or quantity, will operate or continue to function for any period of time.* Inspection of these systems by a qualified inspector is strongly recommended. As required

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by law, any seller with a potable water supply that is not served by a public water system shall provide the Purchaser with an informational brochure developed by the Vermont Department of Health regarding Testing Water from Private Water Supplies within 72 hours of the execution of a contract for the purchase of the Property.

**TYPE OF WATER SYSTEM** The Property is connected to and serviced by (check all applicable boxes):  
☐ Public or Municipal ☒ Community ☐ Private ☐ Shared  
☐ On-site ☐ Off-site ☐ Drilled Well ☐ Dug Well ☒ Spring ☐ Lake/Pond ☐ Lake Well ☐ None ☐ Don't Know  
Water System Features : ☐ Cistern/Reservoir/Holding Tank ☐ Water Softener/Conditioner ☐ Reverse Osmosis ☐ Infrared Light  
☐ Ultraviolet ☐ Other: \_\_\_\_\_ ☐ None ☒ Don't Know  
Water Pipes are: ☐ Copper ☐ Galvanized Metal ☐ Lead ☐ PVC (Plastic) ☐ Combination ☒ Don't Know  
If Drilled Well: Drilled by: \_\_\_\_\_ Tag #: \_\_\_\_\_ Depth: \_\_\_\_\_  
Gallons Per Minute (at time of driller's report): \_\_\_\_\_ Date of driller's report: \_\_\_\_\_

**CONDITION OF WATER AND WATER SYSTEM**  
Has the water been tested for coliform bacteria? ☒ YES ☐ NO ☐ DON'T KNOW  
If "Yes," when? 1st Fall 2016 By whom? Harvey Results: \_\_\_\_\_  
Has any other water quality or water chemistry testing been done? ☐ YES ☐ NO ☐ DON'T KNOW  
If "Yes," when? \_\_\_\_\_ By whom? \_\_\_\_\_ Results: \_\_\_\_\_  
Water softener ☐ YES ☒ NO If "Yes," ☐ Own ☐ Rent If rented, from whom: \_\_\_\_\_ Monthly Rental Fee: \$ \_\_\_\_\_  
Are you aware of low pressure in your water system? ☐ YES ☒ NO  
Has your water supply ever run out or run low? ☐ YES ☒ NO If "Yes," describe: \_\_\_\_\_  
Describe in detail any other problems you have had with your water system, including water quality or quantity:  
NO Problem  
Does the water have any odor, bad taste, cloudiness or discoloration? ☐ YES ☒ NO If "Yes," describe in detail:  
Good drinking water

5. SEWER/SEPTIC/WASTEWATER SYSTEM

**Special Notice:** Sewer septic and wastewater systems that are not public or municipal systems are not designed to perform indefinitely and are affected by many conditions about which Seller may have no knowledge or have any ability to control. In addition, the useful life of these systems is affected by the amount and type of use, soil conditions, maintenance, the inherent design of these systems and many other factors. ***Seller makes no warranty or representation whatsoever that these systems will operate or continue to function for any period of time.*** Inspection of these systems by a qualified inspector is recommended. State and local permits may be required for sewer, septic and wastewater systems.

**TYPE OF SYSTEM** The Property is connected to and serviced by (check appropriate boxes):  
☐ Public or Municipal Sewer System ☐ On-site septic/wastewater system ☒ Off-site septic/wastewater system ☐ Septic Tank  
☐ New or Alternate Technology (explain technology) \_\_\_\_\_ ☐ Holding Tanks  
☐ Cesspool ☐ Sewage Pump ☐ Dry Well ☐ Conventional disposal area ☐ Mound System disposal area ☐ At Grade  
☐ Other ☒ Don't Know If other, please explain: Check with Harvey

**CONDITION OF SYSTEM** If other than public or municipal sewer/wastewater system, answer the following:  
Date system installed: \_\_\_\_\_ Is the system entirely on your Property? ☐ YES ☐ NO ☒ DON'T KNOW  
If "No," where is it? \_\_\_\_\_  
Has the system been repaired since you have owned the Property? ☐ YES ☐ NO If "Yes," when? TDK  
What was done? \_\_\_\_\_ By whom? \_\_\_\_\_  
Type of septic tank: ☐ Concrete ☐ Metal ☐ Fiberglass ☐ Other (describe) \_\_\_\_\_ ☒ Don't Know  
Septic tank capacity (in gallons) \_\_\_\_\_ ☐ Don't Know  
Date Septic Tank Last Inspected? \_\_\_\_\_ ☒ Don't Know Reports of last inspection/pumping attached: ☐ YES ☐ NO  
Date Septic Tank Last Pumped? \_\_\_\_\_ ☒ Don't Know By whom? \_\_\_\_\_  
To your knowledge, is any portion of the system in need of repair or replacement? ☐ YES ☐ NO If "Yes," describe in detail:  
\_\_\_\_\_

Seller's Initials RL \_\_\_\_\_ Purchaser's Initials \_\_\_\_\_

## 6. ADDITIONAL INFORMATION CONCERNING THE PROPERTY

(a)	Age of Building(s): Main Bldg. <u>1978</u> Additions to Main Bldg. _____			
(b)	Is Seller currently occupying the Property? If "No," how long has it been since Seller occupied? _____	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
(c)	Has Seller built or caused to be built any of the buildings on the Property, or made any additions, modifications, alterations or renovations to any building on the Property? If "Yes," please explain: <u>3 porches w/ Roofs</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
(d)	If "yes," did you obtain all necessary permits and approvals for such work?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
(e)	Are any property or development rights (e.g. conservation easements to Land Trusts, etc.) owned by others? If "Yes," by whom: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(f)	Has Seller received written notice of any violations of local, state or federal laws, building codes and/or zoning ordinances affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(g)	Are there any property tax abatements, land use tax stabilization agreements or other special property tax arrangements applicable to the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(h)	Has Seller received notice that the Property will be reassessed by any taxing authority during the next 12 months?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(i)	Does the property have Urea-Formaldehyde Foam Insulation?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(j)	Does the Property have Asbestos and/or Asbestos Materials in the siding-walls-plaster-flooring-insulation-heating system?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(k)	Has the Property been tested for Radon Gas?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(l)	If "Yes," when? _____ By whom? _____ Results: _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> DON'T KNOW
(m)	Does the Property have evidence of mold?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(n)	If "Yes," what has been done about the mold?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(o)	Are you aware of any off-site conditions in your neighborhood/community that could adversely affect the value or desirability of the Property, such as noise, proposed major new development, relocation or major construction of roads or highways, proposed zoning changes, etc.? If "Yes," explain in detail: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
	Is there any infestation by pests that affect the property? If "Yes," explain: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
	Do you have any knowledge of any damage to the Property caused by pests?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
	Is the Property currently under warranty or other coverage by a licensed pest control company?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
	Do you know of any termite/pest control reports or treatments for the Property in the last five years?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
	Does the Property have any audio and/or video surveillance or recording equipment? If Yes, will said equipment be active during showings? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
	Has the Property received a home energy audit/assessment/rating/profile? If yes, when? _____ by whom? _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
Further explanation of answers to any of the above: _____				

## CONDOMINIUMS SUBDIVISIONS/ HOMEOWNERS' ASSOCIATIONS/ROAD MAINTENANCE AGREEMENTS/ROAD MAINTENANCE ASSOCIATIONS

Is the Property part of a condominium or other common interest ownership regime or is it subject to covenants, conditions and restrictions (CC&R's)? If "Yes," Condo docs or CC&R's attached?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
Is there any defect, damage, or problem with any common elements or common areas? If "Yes," describe below. _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
Is there any condition or claim which may result in an increase in assessment or fees? If "Yes," describe below. _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
Are any required storm water permits current?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW

Seller's Initials

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Purchaser's Initials

(e)	Are there any homeowners' association or "common area" expenses or assessments affecting the Property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(f)	Are there presently any outstanding special assessment(s) on the Property? If "Yes," amount: \$	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(g)	Are there any anticipated special assessments on the Property? If "Yes," anticipated amount: \$ <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly Purpose of special assessments: _____ Years or term remaining on any outstanding special assessments: _____	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	
(h)	Are there any current actions, disputes or lawsuits pending between the homeowners/condominium owners' association and any other parties? If "Yes," describe below.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(i)	Do you know of any violations of local, state, or federal laws or regulations, condominium rules or CC&R's relating to the Property? If "Yes," describe below.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> DON'T KNOW
(j)	Contact person/manager for condominium/homeowner association: Name: _____ Phone number/e-mail: _____			

Further explanation of any of the above:

**IS THERE ANYTHING ELSE THAT SHOULD BE DISCLOSED ABOUT THE CONDITION OF THE PROPERTY?** (In answering this question, you should be guided by what you would want to know about the condition of the Property if you were buying it.)  
☐ YES ☐ NO ☒ DON'T KNOW OF ANYTHING ELSE. If "Yes," explain:

**SELLER'S STATEMENT:** Seller is providing the information in this report to reduce the likelihood of DISPUTES or LEGAL ACTION concerning the sale of the Property. The information provided herein does not constitute any warranty, express or implied, by Seller about the Property or any feature of the Property. Seller hereby authorizes any real estate agent to provide a copy of this report to any prospective buyer. IN DELIVERING THIS REPORT TO A BUYER OR PROSPECTIVE BUYER, NO REPRESENTATION IS MADE BY ANY REAL ESTATE AGENT THAT THEY HAVE ANY INDEPENDENT OR PERSONAL KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY, THAT THEY HAVE MADE ANY INQUIRY OR INVESTIGATION ABOUT THE CONDITION OF THE PROPERTY OR ANY OF THE INFORMATION PROVIDED IN THIS REPORT BY SELLER OR THAT THEY HAVE VERIFIED THE INFORMATION PROVIDED IN THIS REPORT BY THE SELLER. Seller acknowledges that the information provided in this report is correct to the best of Seller's knowledge as of the date signed by Seller.

**BUYER/PROSPECTIVE BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS REPORT ON THE DATE SET FORTH BELOW. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THIS REPORT PROVIDES INFORMATION ABOUT THE PROPERTY MADE BY THE SELLER AS OF THE ABOVE DATE. IT IS NOT A WARRANTY OF ANY KIND BY SELLER OR ANY REAL ESTATE AGENT. THIS REPORT IS NOT A SUBSTITUTE FOR ANY PROPERTY INSPECTION. BUYER/PROSPECTIVE BUYER MAY OBTAIN A PROPERTY INSPECTION. HOWEVER, ANY SUCH INSPECTION MUST BE BY WRITTEN AGREEMENT WITH SELLER. BUYER/PROSPECTIVE BUYER UNDERSTANDS THAT THERE MAY BE MATTERS RELATING TO THE PROPERTY WHICH ARE NOT ADDRESSED IN THIS REPORT.**

Seller: <div style="border: 1px solid black; padding: 2px;">Robert D. Cullen</div> (Signature)	<div style="border: 1px solid black; padding: 2px;">2-25-9</div> Date	Purchaser: <div style="border: 1px solid black; width: 200px; height: 30px;"></div> (Signature)	<div style="border: 1px solid black; width: 200px; height: 30px;"></div> Date
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Seller: <div style="border: 1px solid black; width: 200px; height: 30px;"></div> (Signature)	<div style="border: 1px solid black; width: 200px; height: 30px;"></div> Date	Purchaser: <div style="border: 1px solid black; width: 200px; height: 30px;"></div> (Signature)	<div style="border: 1px solid black; width: 200px; height: 30px;"></div> Date
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Seller: <div style="border: 1px solid black; width: 200px; height: 30px;"></div> (Signature)	<div style="border: 1px solid black; width: 200px; height: 30px;"></div> Date	Purchaser: <div style="border: 1px solid black; width: 200px; height: 30px;"></div> (Signature)	<div style="border: 1px solid black; width: 200px; height: 30px;"></div> Date
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Seller: <div style="border: 1px solid black; width: 200px; height: 30px;"></div> (Signature)	<div style="border: 1px solid black; width: 200px; height: 30px;"></div> Date	Purchaser: <div style="border: 1px solid black; width: 200px; height: 30px;"></div> (Signature)	<div style="border: 1px solid black; width: 200px; height: 30px;"></div> Date
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IMPROVEMENTS/RENOVATIONS

ADDITIONS/REMODELING

PROPERTY ADDRESS: 151 Redwood Dr.  
Hyde Park, VT 05655

<u>New Shingle Roof</u>	Year: <u>2004</u>
<u>New Double Hung Window</u>	Year: <u>2010</u>
<u><del>Fixed</del> New Tub + Safety Box</u>	Year: <u>2012</u>
<u>3-Porch with Roof</u>	Year: <u>28-2000</u>
<u>Remodeled Shed 10 X 12</u>	Year: <u>2012</u>
_____	Year: _____
_____	Year: _____
_____	Year: _____
_____	Year: _____
_____	Year: _____

X Robert C. Adams  
Seller's Name

2-25-11  
Date

X \_\_\_\_\_  
Seller's Name

\_\_\_\_\_  
Date

# PROPERTY UTILITIES AND SERVICES

Property Address \_\_\_\_\_

Date \_\_\_\_\_

## UTILITY INFORMATION:

Annual: \$ 12-14.00 Electric Co. Aug 40.00 #100  
Cost: Gallons \_\_\_\_\_ Oil Co. \_\_\_\_\_  
Gallons ✓ Gas Propane Co. \_\_\_\_\_  
Gallons \_\_\_\_\_ Wood Co. \_\_\_\_\_  
Gallons 400 Kerosene Co. Fire's Home, Inc.

Septic maintained by: Harvey - Included in Lot Rent  
Last pumped: \_\_\_\_\_ Date: \_\_\_\_\_

Furnace maintained by: \_\_\_\_\_  
Last cleaned: ? Date: \_\_\_\_\_

Chimney maintained by: \_\_\_\_\_  
Last cleaned: \_\_\_\_\_ Date: \_\_\_\_\_

Water tested by: Harvey  
Results: 5 Date: \_\_\_\_\_

Radon tested by: \_\_\_\_\_  
Results: \_\_\_\_\_ Date: \_\_\_\_\_

Other: \_\_\_\_\_

Association Contact & Phone #: \_\_\_\_\_

Internet Service: \_\_\_\_\_

Cable TV Company: Direct TV - ATT

Phone Co: ATT

Rubbish Removal: Hills Trash - included in Lot Rent

Snow Removal: myself

Miscellaneous: LAWN - myself

Information herein provided by: Name: \_\_\_\_\_ Name: \_\_\_\_\_

Seller(s) Initials: RG Date: \_\_\_\_\_



# DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

*Required Federal Lead Warning Statement*

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

## ***Seller's Disclosure*** *(initial applicable sections)*

1. Presence of lead-based paint and/or lead-based paint hazards:

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

a. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

b. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the Seller:

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

a. Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

b. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## ***Purchaser's Acknowledgment*** *(initial applicable sections)*

3. Purchaser has received copies of all information listed above.

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

4. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Seller's Initials

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	-------------------------------------	--------------------------	--------------------------	--------------------------

Purchaser's Initials

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------	--------------------------


5. Purchaser has:

a. Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

b. Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

*Agent's Acknowledgment  
(initial)*

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

*Certification of Accuracy*

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information respectively provided by each of them is true and accurate.

Seller:  2/20/19  
(Signature) Date

Purchaser:   
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date

Seller:   
(Signature) Date

Purchaser:   
(Signature) Date



PAYABLE TO:  
MAIL TO:

# Town of Hyde Park

PO Box 98  
Hyde Park, VT 05655

## TAX BILL

802-888-2300

This is the only bill you will receive. Please forward to the new owner if property is sold.

PARCEL ID	BILL DATE	TAX YEAR
0015180.024	08/05/2017	2017

1% interest/mo. added to unpaid balance after each installment. After 5/15/18, interest 1% - 1 1/2% /mo. added with an 8% penalty on unpaid balance.

Description: MH:

Location: 151 REDWOOD DRIVE

SPAN # 306-097-10459

SCL CODE: 097

OWNER GILLESPIE JEANETTE  
C/O ROBERT GILLESPIE  
151 REDWOOD DRIVE  
HYDE PARK VT 05655

FOR INCOME TAX PURPOSES

## ASSESSED VALUE

## NON RESIDENTIAL

EAL	40,300		40,300																
TOTAL TAXABLE VALUE	40,300		40,300																
AND LIST VALUES	403.00		403.00																
For more information about how education tax rates are determined, go online to: <a href="http://tax.vermont.gov/property-owners">http://tax.vermont.gov/property-owners</a>	<table> <tr> <th>TAX RATE NAME</th><th>TAX RATE</th><th>GRAND LIST =</th><th>TAXES</th></tr> <tr> <td>TOWN</td><td>0.6982</td><td>x403.00=</td><td>281.35</td></tr> <tr> <td>LOCAL AGREEMENT RATE</td><td>0.0024</td><td>x403.00=</td><td>0.97</td></tr> <tr> <td>NON RESIDENTIAL EDUCATION</td><td>1.4530</td><td>x403.00=</td><td>585.56</td></tr> </table>			TAX RATE NAME	TAX RATE	GRAND LIST =	TAXES	TOWN	0.6982	x403.00=	281.35	LOCAL AGREEMENT RATE	0.0024	x403.00=	0.97	NON RESIDENTIAL EDUCATION	1.4530	x403.00=	585.56
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1st Payment	2nd Payment	3rd Payment	4th Payment	TOTAL TAX
09/13/2017	11/15/2017	02/15/2018	05/15/2018	STATE PAYMENTS
216.97	216.97	216.97	216.97	NET TAX DUE
				867.88

DETACH THE STUBS BELOW AND RETURN WITH YOUR PAYMENT

Town of Hyde Park  
TAX YEAR 2017

Town of Hyde Park  
TAX YEAR 2017

Town of Hyde Park  
TAX YEAR 2017

Town of Hyde Park  
TAX YEAR 2017

1ST PAYMENT DUE	
09/13/2017	
OWNER NAME	
GILLESPIE JEANETTE	
PARCEL ID	
0015180.024	
AMOUNT DUE	216.97
AMOUNT PAID	

2ND PAYMENT DUE	
11/15/2017	
OWNER NAME	
GILLESPIE JEANETTE	
PARCEL ID	
08015180.024	
AMOUNT DUE	216.97
AMOUNT PAID	

3RD PAYMENT DUE	
02/15/2018	
OWNER NAME	
GILLESPIE JEANETTE	
PARCEL ID	
08015180.024	
AMOUNT DUE	216.97
AMOUNT PAID	

4TH PAYMENT DUE	
05/15/2018	
OWNER NAME	
GILLESPIE JEANETTE	
PARCEL ID	
08015180.024	
AMOUNT DUE	216.97
AMOUNT PAID	



117005921



117005922



117005923



117005924

Vermont law, 9 V.S.A. §2602, requires that this Mobile Home Uniform Bill of Sale be signed by each Buyer and Seller, endorsed by the Town Clerk of the Town where the Mobile Home is located at the time of sale, and filed by Buyer with the Town Clerk of the Town where the Mobile Home will be located within 10 days after the sale. A financing statement evidencing a security interest in the Mobile Home must be filed with the Secretary of State.

Seller or Transferor ("Seller")

Name: Jeanette Gillespie  
Street: 579 Washington Highway  
Town/State/ZIP: Morrisville, VT 05661  
County: Lamoille

Buyer or Transferee ("Buyer")

Name: Robert D. Gillespie  
Street: 151 Redwood Drive  
Town/State/ZIP: Hyde Park, VT 05655  
County: Lamoille

Mobile Home Being Sold or Transferred ("Mobile Home")

Specifications:

Make: Oxford  
Model: 3 Bedroom  
Year: 1978  
Serial Number: OHM 422  
Size: 70 X 14  
Color: White

Current Location:

Street: Sterling View Mobile Home Park  
Town/State/ZIP: Hyde Park, VT 05655  
County: Lamoille

Location of Mobile Home Following Sale

X] Mobile Home will remain at current location.

] Mobile Home will be relocated to the following address:

Street:  
Town/State/ZIP:  
County:

Owner of Real Property on which Mobile Home is Located:

Name: K.A. Harvey Manufacture  
Street: 270-2 Harrell Street  
Town/State/ZIP: Morrisville, VT 05661

KNOWN LIENS  
**NONE**

BY CHECKING THIS BOX SELLER OR TRANSFEROR HEREBY CERTIFIES THAT A COMPLETED COPY OF THIS FORM WAS PROVIDED TO THE OWNER OF THE REAL LPROPERTY WHERE THE MOBILE HOME IS LOCATED 21 DAYS PRIOR TO TRANSFER.

For good and valuable consideration of gift dollars (\$          ), the receipt and sufficiency of which is acknowledged, Seller hereby grants, sells, and transfers to the Buyer the Mobile Home identified in this Bill of Sale, and Seller covenants with Buyer that Seller is the lawful owner of the Mobile Home, that it is free from all encumbrances, that Seller has good right to sell the Mobile Home, and that Seller will warrant and defend the same against the lawful claims and demands of all persons.

Seller Signature Jeannette B. Niccospia Date 7/21/17  
 Witness Signature Jim Smy Date 7/21/17  
 Buyer Signature Robert Cellucci Date 7-21-17  
 Witness Signature Pamela Date 7-21-17

**TOWN CLERK ENDORSEMENT**

TO BE COMPLETED BY TOWN CLERK WHERE MOBILE HOME IS CURRENTLY LOCATED PRIOR TO EXECUTION BY THE BUYER AND SELLER.

I hereby acknowledge that:

☒ all property taxes due and payable on the mobile home, but not the real property on which the mobile home is located if separately owned, have been paid in full as of the most recent assessment, or if the town collects taxes in installments pursuant to 32 V.S.A. § 4872, as of the most recent installment; or

[ ] in the case of removal of a mobile home from the municipality, or of a sale, trade, or transfer that will result in the removal of the mobile home from the municipality, all property taxes assessed with regard to the mobile home, but not the mobile home site, have been paid.

Town Clerk Signature Karen Jangis Date 7/24/17  
 Town/City of Hyde Park

Released Date 7/24/17 Time 3:30 PM Received Date 7/24/17 Time 3:30 PM

St Clerk Karen Jangis asst Clerk Karen Jangis

**STERLING VIEW MOBILE HOME PARK  
APPLICATION FOR LOT RENTAL**

Date \_\_\_\_\_

Name \_\_\_\_\_ Co-Applicant \_\_\_\_\_

Present Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number [Home] \_\_\_\_\_ Phone Number[Work] \_\_\_\_\_

Cell # \_\_\_\_\_

Approximate date you would like to move in: \_\_\_\_\_

Employment Information:

Applicant

Co-Applicant

Employer: \_\_\_\_\_ Employer: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Employed From: \_\_\_\_\_ To \_\_\_\_\_ Employed From: \_\_\_\_\_ To \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Previous Employer: \_\_\_\_\_

**List All Potential Residents of Home, Relationship to you and Age: MUST BE 55**

Name	Relationship	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Motor Vehicles: [Only 2 registered vehicles allowed per lot. NO uninspected or none registered allowed.]**

<b>Year</b>	<b>Make/Model/Description/Color</b>	<b>Registered Owner</b>
_____	_____	_____
_____	_____	_____

**Name & Address of Nearest Relative Not Living With You:**

**Applicant**

<b>Name:</b>	<b>Address:</b>	<b>Relationship:</b>	<b>Phone #:</b>
_____	_____	_____	_____
	_____		

**Co-Applicant**

<b>Name:</b>	<b>Address</b>	<b>Relationship:</b>	<b>Phone #</b>
_____	_____	_____	_____

**References: [List 3 persons who are not related to you or living with you]**

<b>Name:</b>	<b>Address:</b>	<b>Phone #</b>
_____	_____	_____
_____	_____	_____

.....

**Names, Address, and Phone # of Previous Landlords:**

<b>Name:</b>	<b>Address:</b>	<b>Phone #</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____



\*\*\*\*\*

**Have you or any one intending to live with you ever been evicted or asked to move  
by any previous Landlords? Yes No [if yes please explain]**

---

---

---

---

**I [we] warrant the truth of the above information.**

---

**Signature**

---

**Signature**

**Please return completed application to: Sterling View Mobile Home Park  
270-2 Harrell Street  
Morrisville, Vermont 05661**

**Failure to complete application could cause delay of approval.**



## **RULES AND REGULATIONS**

### **STERLING VIEW MOBILE HOME PARK**

The Resident shall abide by the following rules and regulations in connection with the use and occupancy of the Resident's mobile home and lot:

1. Any and all complaints must be submitted in writing to the Community Owner and signed by the Complainant.
2. The Resident shall use the leased premises in good manner, keeping the premises neat, clean, in good order and repair, and in such a manner as not to be detrimental to any other resident or to the operation of the park for health, safety, or aesthetic reasons.
3. All mobile homes shall be of earth-tone colors such as brown, tan, white, beige, blue or green.
4. The Resident shall maintain Resident's mobile home in such a manner as not be detrimental to any other Resident or to the operation of the park for health, safety or aesthetic reasons.
5. Lot lines shall be adhered to. All lawn equipment and tools shall be stored in wood storage buildings.
6. Mobile homes shall primarily be used for private residential purposes, however, the Resident may use a minor portion of their home for an occupation which is customary in residential areas and which is clearly secondary to the use of the mobile home for living purposes and does not change the character thereof or affect the operation of park for health, safety or aesthetic reasons. Said use must be in compliance with law including all appropriate ordinances, rules and regulations of any appropriate governmental authority. Any business activity that requires the use of water or septic tanks will be disallowed. Residents must notify the Community Owner and receive approval prior to conducting any business activity on the premises.
7. The Resident shall not construct, erect or place upon the leased premises any type of building, masonry, fence or awnings, nor shall the Resident make any modifications, alterations, additions, deletions or other changes, whether of a structural or non-structural nature, to the premises without the express written consent of the Community Owner. Any such modifications, alterations, etc., which have been approved by the Community Owner, shall be made at the Resident's sole

cost and expense. Any said modifications, alterations, etc., which are of a permanent nature, shall become the sole property of the Community Owner at the termination of the lease unless removed or sold with the home.

8. All awnings, steps, outbuildings, fences, alterations, additions or deletions shall be approved prior to installation, or will be subject to removal. NO television antennas will be permitted for aesthetic reasons. All dish satellite antennas shall be placed to the rear of the mobile home when ever possible and must be approved by Community Owner prior to installation. Temporary or permanent exterior additions of any type require written approval of the Community Owner prior to installation. No signs of any type may be displayed without written permission of the Community Owner, [except for "For Sale" signs as stated in the lease].

9. Fences, where permitted and approved, must not exceed four [4] feet in height and must be uniform in appearance and maintained in state of good repair.

10. The Resident may arrange the leased premises in an attractive manner to suit the Resident insofar as the lawn, flowers, shrubs or gardens are concerned. Shrubs, an garden area, shall be approved by Community Owner. Trees and shrubs may be planted by Community Owner and not removed by the Resident without the written consent of the Community Owner. Debris from gardens, and /or lot, dead flowers, and leaves shall be removed each fall or as needed to keep lot and surrounding area neat and clean. NO BURNING leaves or other materials within the park, Any trees planted, with Community Owner approval, by the Resident will become the park property. Any damage to leach fields caused by Residents planting of trees will be repaired at the Resident's expense.

11. Lawns shall be mowed weekly or whenever necessary as not to allow grass to be more than 4 inches high. Resident shall also clip all areas around mobile home and utility building not accessible with lawn mower. Lawn mowers and power saws must not be used before 8 a.m. or after dark.

12. The Resident's mobile home must be skirted with vinyl, real rock or cement blocks with the exception of wood cedar skirting on cedar sided homes, provided by the Resident, within thirty [30] days of arrival at the park, weather conditions permitting. The finished skirt must be kept neat appearing and not be a detriment to the aesthetic appearance of the park in general. The siding and appearance of the home shall be in good repair and appearance when moving in and shall be maintained throughout occupancy in the park.

13. The SPEED LIMIT in the park area shall be ten [10] miles per hour. Operating a motor vehicle in a careless or negligent manner, squealing tires, racing engine or loud mufflers will not be allowed.

14. The Resident may park only two [2] currently registered motor vehicles within the park area unless, authorization for a third vehicle is given by the Community

Owner. All Resident's vehicles shall be parked in driveways only, not on any grassy area or lawns. UNREGISTERED, INOPERATIVE or DISABLED VEHICLES will not be permitted anywhere in the park. Damage to lawns or other property caused by violation of this regulation may result in the Community Owner effecting repairs and the cost of same will be charged to the Resident and shall be payable with the next month's rent. NO REPAIRING OR OVERHAULING of VEHICLES will be permitted in the park. Washing of cars will be allowed, BUT restrictions may be necessary at certain times of the year. A Restriction Order will be issued by the Community Owner, and Violation of the Order by the Resident will result in action by the Community Owner. ALL VEHICLES MUST BE OFF THE STREET FROM FIRST [1<sup>ST</sup>] OF NOVEMBER THROUGH THE FIFTEENTH [15<sup>TH</sup>] OF APRIL OF EACH YEAR TO FACILITATE SNOW PLOWING. Any unregistered or unauthorized vehicles will be towed and stored at the Resident's expense. Trucks over one [1] ton are not permitted in the park area without permission from the Community Owner. No overnight parking is allowed at the Community Center from November 1<sup>st</sup> to April 15<sup>th</sup>.

15. Pool filling, continuous lawn watering or any other activity, which requires large amounts of water are not permitted in the mobile home park.

16. Sanitary napkins, tampons, disposable diapers, pampers, coffee grounds, grease, or any waste product or refuse for which the Resident's home plumbing is not designed and the disposal of which adversely affects the waste disposal system of the park shall not be deposited in said system. Put all such items in garbage or rubbish. To fight pollution, no high sudsing or phosphate-containing detergents may be used. Only white toilet paper is allowed. Any damage to the septic system caused by violation of this ordinance will be a charge to the responsible Resident for the costs incurred. Manholes and septic lines will be checked by Community Owner periodically.

17. A Resident must obtain Community Owner's written permission before installing any size Swimming Pool or spa type appliance with a capacity in excess of 100 gallons,

i. Resident may only install a pool that conforms to Hyde Park, Town Regulations.

ii. Resident must fill pools or spas by outside vendors.

iii. Resident must keep all pools and spas in a clean and presentable condition.

iv. Resident and Community Owner agree that the Community Owner will not be responsible for any liabilities to the Resident regarding pools and Resident further agrees to indemnify for any resulting liability.

v. Resident must provide fence and a locking gate around pool area.

Owner. Any damage done to an underground facility by the Resident shall be repaired at the Resident's expense as additional rent payable within ten [10] days after presentment.

33. When a Resident moves his or her mobile home from the park all rubbish and debris shall be picked up from the lot area before the Security Deposit shall be refunded. This must take place within two [2] days from time of vacating lot or Community Owner may have lot cleaned and deduct charges from Security Deposit.

34. Resident's shall consider the neighbors at all times loud, noise, music, etc. whether mechanically or naturally produced is to be kept at a level where it does not interfere with the quiet peace and enjoyment in other person's mobile home. Quiet hours will be from 10:00 p.m. to 8:00 a.m. Drunkenness, or violations of the law which create hazards of health or safety to the other residents of the park or which create a public or private nuisance will be sufficient basis for termination of the lease by the Community Owner,

34. The Resident or his or her invitees will not allow an unlicensed operator of a motor vehicle on Park properties.

#### WATER REGULATIONS

THE CONTINUOUS RUNNING OF WATER BY RESIDENT FOR THE PREVENTION OF FROZEN WATER PIPES SHALL NOT BE PERMITTED AT ANY TIME AND SHALL BE CONSIDERED A SUBSTANTIAL VIOLATION OF THE TERMS OF THIS AGREEMENT.

#### PET RULES

A. Resident will not have any animals in this park with out the written consent of the Community Owner.

B. If a pet is given written consent the following requirements must be meet;

1. All pets must remain on a leash, caged or boxed when outside of home, and not allowed to roam on to the lots of other residents.

2. Dogs may not weigh more than 20 lbs. [Maximum].

3. No Pit Bulls or Rottweilers or breed of this nature.

4. All cats must have record of shots on file at office and must be spayed or neutered. Dogs must be spayed or neutered along with record of shots and licensed with a copy on file at the office.

5. Resident must furnish a colored photo of dog w/ name, breed, tag number and health certificate before consent will be issued.

- 
18. NO SNOWMOBILES or ALL-TERRAIN VEHICLES [ATV] may be operated in park area. The same must be stored in storage building,
  19. Bicycles shall be operated in the park area in a careful and prudent manner.
  20. Propane gas tanks shall be kept behind the mobile home, and shall be kept painted and neat looking.
  21. The Community Owners provide underground fuel tanks for the Residents use. Resident's are responsible for the maintenance of these tanks and the removed, if they leak or become an environmental concern. The cost of the removal will be born by the Resident. Any new above ground tank will be the responsibility of the Resident.
  22. Garbage disposals are not permitted.
  23. The Resident shall keep all garbage and trash in sealed plastic trash bags, these bags must be placed at the roadside on trash pick-up day by 9:00 a.m., No burning or dumping of the same is allowed on the park property.
  24. No storage of bottles, cans boxes, tools, etc. will be permitted around the mobile home except in approved containers or sheds.
  25. Firewood must be stored in an enclosed utility building placed to the rear or behind the mobile home. Wood is not allowed as a primary source of heat.
  26. The use of uncontrolled portable electric resistance heating systems will be prohibited in any units within the park,
  27. All clothes reels must be umbrella type and set in back of the mobile home.
  28. The Community Owner assumes no responsibility for fire, theft, vandalism, or damage to the mobile homes, autos or other personal property belonging to the residents of the park, including that by outside traffic entering upon park premises.
  29. Firearms and fireworks shall not be discharged at any time within the park.
  30. Plumbing is to be kept in good repair by Resident and plumbing leaks are to be repaired immediately. All exposed plumbing will have operative heat tapes. All plumbing fixtures shall have water-conservation devices.
  31. Community Owner will provide and install numbers on homes for 911 address.
  32. Mobile Home Parks, by necessity, contain extensive underground facilities; therefore, Resident will not dig without prior written consent of the Community

6. Any pet whether it be a dog or cat that becomes a disturbance to other Resident's of the park will be asked to be removed.

I acknowledge that I have read and understand "PET RULES".

\_\_\_\_\_ [Resident's signature]

---

**Sterling View  
Mobile Home Park  
LEASE AGREEMENT**

STERLING VIEW MOBILE HOME PARK

LEASE AGREEMENT

Sterling View Mobile Home Park welcomes you! Our policies and regulations have been established for your benefit and to make living here pleasant for you and your neighbors. This park is private property and respect for that property is a condition of this lease.

A fee of \$35.00 is required by, prospective residents for the purpose of obtaining a credit report.

This lease agreement is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Kenneth A. and Martha A. Harvey, hereinafter called "Community Owner" and \_\_\_\_\_, hereinafter called "Resident". Resident's Phone Number: \_\_\_\_\_ Cell Number \_\_\_\_\_.

Whereas, the Community Owner owns a Mobile Home Park in the Town of Hyde Park, Vermont, said Mobile Home Park being maintained by the Community Owners for the sole purpose of providing spaces for the location of mobile homes to be used for residential purposes only; and,

Whereas, the owners of the mobile homes or residents of rental mobile homes must be a minimum of fifty five, [55] years of age.

Whereas, the Resident's mobile home shall be regularly occupied by no more than \_\_\_\_\_ adults. Temporary occupancy for less than two [2] weeks in each calendar year by additional persons will be allowed only provided it does not adversely affect other residents in the park.

**THIS LEASE PERMITS OCCUPANCY, ONLY BY THE BELOW NAMED INDIVIDUALS. ANY ADDITIONAL, OCCUPANTS MUST FIRST BE APPROVED BY THE LESSOR.**

\_\_\_\_\_  
\_\_\_\_\_

PETS: breed \_\_\_\_\_ Name \_\_\_\_\_

Year of Home \_\_\_\_\_ Make of Home \_\_\_\_\_



Model of Home \_\_\_\_\_ Serial Number \_\_\_\_\_

Size of Home \_\_\_\_\_ ft. X \_\_\_\_\_ ft. Roof Style \_\_\_\_\_

Number of Bathrooms \_\_\_\_\_ Color of Home \_\_\_\_\_

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

# 1. RENT AND OTHER CHARGES

a. The Community Owners hereby leases to the Resident that lot in Sterling View Mobile Home Park, Hyde Park, Vermont identified as lot number \_\_\_\_\_. Community Owner will provide numbers and install them on the outside of the Residents home.

b. The basic rental for the use of the mobile home lot, as of this date, shall be \$ \_\_\_\_\_ per month or \$ \_\_\_\_\_ per month if paid before the \_\_\_\_\_ day of each month. Any rent change will be effective sixty [60] days after notification and will supercede the amount stated herein. All rental payments shall be applied to any back rent first. This may result in loss of discount.

c. Storage Shed Rental/Purchase Charge per mo. \$ \_\_\_\_\_.

Size of Storage Shed \_\_\_\_\_ ft. X \_\_\_\_\_ ft.

d. Lawn Mowing Charge [priced yearly] \_\_\_\_\_

e. Driveway Plowing Charge [priced yearly] \_\_\_\_\_

f. Animal or Rodent Removal \$50.00

g. Other \_\_\_\_\_

h. Rent and other charges must be paid in full on or before the 5<sup>th</sup> day of each month. Weekly rental plans will not be permitted.

i. Rent is due for the entire month there will be no prorating of rent. If you occupy the said lot on the date in which the rent is due then you are liable for the entire month's rent and other charges.

j. Rent shall be mailed to: Harvey's  
270-2 Harrell Street  
Morrisville, Vermont 05661

k. Complaints to be mailed to same address.

l. Any problem, which needs immediate attention please call 888-5995, after hours call 888-5333.

## 2. SECURITY DEPOSIT

a. The Resident has deposited \_\_\_\_\_ as a Security Deposit with the Community Owner. This shall remain as security and not be converted into lot rent.

b. The Community Owner agrees to return the Security Deposit within twenty [20] days after Resident surrenders the premises, less any amount needed to pay the cost of [i] unpaid rent or other charges, [ii] damages that are not do to normal wear and tear, or [iii] unpaid repair or legal charges. If deductions are made, the Community Owner will give the Resident a written list of charges that were subtracted from the deposit.

c. The Resident understands that, during the term of this Lease Agreement, the Community Owner will not count the Security Deposit towards the last month's rent or toward repair or legal charges owned by the Resident.

## 3. SALES OF HOMES LOCATED IN PARK

a. Pursuant to the provisions of Title 10, V.S.A. Section 6240, a Resident, prior to selling a mobile home located the mobile home park, shall notify the Community Owner by certified or registered mail of the name and address of the prospective purchaser.

b. Prior to listing a home, whether it is to remain in the park or to be removed, the Resident shall obtain from the Park office a Termination Intent Form. This gives the Community Owner an opportunity to talk with the Seller and determine if the conditions of the lot and home meet Park standards and if the home and any other structures qualifies to remain in the park under the terms of the lease.

In assessing the condition of the home, the following factors will be considered: exterior appearance, cleanliness, neatness, paint, windows, and frames, skirting, doors and maintenance, and other factors normally taken into consideration in the appraising of a mobile home. Utility connections will be inspected outside and the Community Owner will be allowed to inspect all water faucets inside and outside of the home to check for leaks. Any awnings, decks, entrances, or sheds will also be considered as above.

c. Only commercial printed "FOR SALE" signs representing bona fide offers to sell homes shall be permitted, and such signs shall be posted only in windows in such a manner as not to detract from the appearance of the neighborhood.

- d. The prospective purchaser who intends to purchase, the Resident's mobile home must be approved by the Community Owner, along with having a credit check [\$35.00 charge] and sign the park lease and regulations that is then in force. Any prospective purchaser may be interviewed or required to fill out a questionnaire by the Community Owner.
- e. All park rent and other charges, utility bills, and any monies due for service work done on the mobile home shall be paid before transfer of ownership.
- f. Proof of all property taxes and electric bills having been paid shall be given to the Community Owner before any transfer of ownership of a mobile home. Proof shall be in the form as authorized by the Town of Hyde Park authorities.
- g. The Community Owner will not charge or collect any commission on the sale of a mobile home located in this Park unless they are contracted to sell the home.
- h. If a Resident desires to sell his home himself, he shall do so as required by the Town of Hyde Park Ordinances and Vermont Statutes in that he must utilize the required Uniform Bill of Sale and Vermont Property Transfer Returns, as well as receive approval from the proper Town Officers and payment of taxes and electrical charges.

#### 4. EVICTION

- a. A Resident may be evicted from the park only for nonpayment of rent and other charges, a substantial violation of the terms of this lease, or a substantial violation of the rules and regulations of the park.
  - i. Prior to the commencement of any eviction proceeding, the Community Owner will notify the Resident by certified or registered mail, except as provided in [ii] below,
    - 1. of the grounds for an eviction proceeding;
    - 2. that an eviction proceeding may be commenced if the Resident does not pay the overdue rent within [20] days from the date of the mailing of the notice.
  - ii. A substantial violation of the lease terms of this Mobile Home Park, or an additional nonpayment of rent occurring within six months of the giving of the notice referred to in [i] of this section may result in immediate eviction proceedings.
  - iii. A substantial violation of the terms of this lease other than an incurred nonpayment of rent, will be insufficient to support a judgment of eviction unless the proceeding is commenced within sixty [60] days of the last alleged



violation.

- iv. The Resident shall not be evicted when there is proof that the lease terms he is accused of violating are not enforced with respect to the other mobile home residents or non-residents of the Park premises.
- v. In the event of eviction, Resident agrees to pay all costs of eviction including a reasonable Attorney's fee, court cost and other reasonable costs incurred to enforce the terms of this agreement.
- vi. The Resident may terminate this lease by giving the Community Owner at least thirty [30] days notice in writing of Resident's intention to terminate the lease and vacate the premises. The date specified in the notice must be the last date of the rental period.
- vii. This lease may be terminated at any time by the mutual consent of the parties which consent must be in writing and signed by all parties.

## 5. GOODS AND SERVICES

The Resident may purchase goods and services to be used in and around Resident's mobile home from vendors of his/her choice provided the vendors observe all rules of the Community Owner contained in this lease. The Community Owner may set standards for materials to be used or services to be performed by vendors, where such standards are necessary to protect the health, safety, or welfare of the Resident or other persons in the park or are necessary to reserve or improve the physical appearance of the park. However, nothing contained in this lease shall prohibit the Resident from contracting with the Community Owner for the sale or supply of any goods and service.

## 6. RESPONSIBILITIES OF RESIDENT

- a. Resident will be required to respect the privacy of other occupants' lots. Resident and their invitees will not conduct themselves in a manner, which unreasonably disturbs other residents. Failure to comply shall be considered a substantial violation of the lease terms and grounds for eviction. Resident shall be responsible for the activities and behavior of persons residing with Resident and invitees of Resident.
- b. The Resident shall be responsible for the extermination of any infestations of insects, rodents, vermin or other pests inherently dangerous or obnoxious to the health of other residents. Upon failure of the Resident to remove any

infestation, the Community Owner shall have the right to enter upon the premises at reasonable times, given the circumstances, to exterminate any type of infestation which in the Community Owners determination is a threat to the health and welfare of the Community Owner and other Residents of the Park.

- c. Unless contracted by the Community Owner, the Resident shall be responsible for the maintenance of the driveway and lawn.
- d. The Resident shall be responsible for the expense of connecting and disconnecting all service to the Resident's home which will be done by licensed or qualified personnel which must be approved by Community Owner.
- e. Resident shall be responsible for all utility charges, including installation and maintenance.
- f. At the termination of the lease, the Resident will quit and surrender said premises in as good a state of condition as they were at the commencement of the term, reasonable use and wear thereof and damage by the elements excepted, with all trash removed.
- g. All homes must be skirted with vinyl material, real rock or cement blocks with the exception of wood cedar skirting on cedar sided homes. Homes shall remain skirted at all times. The skirting must be kept in good repair and maintained as necessary. If the skirting is removed for any reason and not replaced, the Community Owner will replace the skirting and the resident will be billed for such services as additional rent. Such rent is due within ten [10] days after presentment of the bill by the Community Owner.
- h. The Resident agrees to pay all taxes assessed on the mobile home thereon together with any improvements added to said mobile home.
- i. The Resident acknowledges the receipt of the Park Rules and Regulations and agrees to abide by them as conditions of this lease. These Rules and Regulations may be amended from time to time upon 30 days written notice.

## 7. RESPONSIBILITIES OF COMMUNITY OWNER

- a. The Community Owner will provide water/sewer, trash pick up [2 bags per week], maintenance of main roadway, and power for street lights.
- b. The Community Owner shall not enter a mobile home in the park without

the occupant's consent except where the Community Owner has a reasonable belief there is imminent danger to any person, or to the mobile home or surrounding property. The Community Owner shall have the right to enter a lot, at reasonable times, on which a mobile home is situated for the purposes of maintenance, necessary repairs and improvements.

- c. A copy of any new lease terms superseding or supplementing the terms stated herein, except for change in the basic monthly rent, will be furnished to all mobile home residents at least thirty [30] days prior to the effective date of any amendment, addition, or deletion of the existing lease terms.
- d. NONDISCRIMINATION
  - i. The Community Owner or Agent shall not discriminate against any resident or prospective Resident on the basis of a person's race, sex, sexual orientation, marital status, religion, color national origin, disability, or because a person is a recipient of public assistance.
- e. The Community Owner agrees to pay all taxes assessed on the lot itself as well as any improvements added by Community Owner during the period of this lease.

## 8. FURTHER CONDITIONS AGREEMENTS

- a. If said lot, or any part thereof, shall become abandoned during the term of this lease, the Community Owner, or the Community Owner's agents, may re-enter the same, without necessity of legal process and without being liable for any prosecution therefore and re-let said premises as the agent of resident, and receive the rent thereof, applying the same first to the payment of such expenses as the Community Owner will be put in re-entering, and then to the payment of the rent due by these presents; and the balance, if any, to be paid over to said Resident, who shall remain liable for any deficiency.
- b. The Community Owner shall not be liable for failure to give possession of premises upon commencement date by reason of the prior Resident wrongfully holding over or any person wrongfully in possession for any other reason. In such event, the rent shall not commence until possession is given or is available.
- c. The Resident shall pay and indemnify the Community Owner against all legal costs and charges, including counsel fees reasonably incurred, in obtaining possession of the leased premises after a default of the Resident or after the Resident's default in surrendering possession upon the expiration or earlier termination of the term of the lease or enforcing any

covenant of the Resident herein contained, including any unpaid rent.

- d. The lot is rented to the Resident solely for the home indicated above.  
Subletting of the home and/or assigning of this lease is prohibited.
- e. Upon notification by the Resident of the Resident's intention to terminate the lease, the Community Owner or the Community Owner's agent shall have the privilege of displaying "For Rent" signs on the premises and to show the property to prospective Resident's.
- f. As a condition of this lease agreement, the Resident agrees that the Community Owner shall have a lien and security interest on the Resident's Mobile home sufficient to satisfy any pending indebtedness to the Community Owner as of the date of any proposed sale or removal of said Mobile home.
- g. There shall be no rented mobile homes in the park other than those owned by the Community Owner.
- h. This lease contains the entire agreement and understanding between the parties. There are no oral understandings terms, or conditions neither party has relied upon any representation, not contained in this lease. All prior understandings, terms or conditions are deemed merged in this lease. This lease cannot be changed or supplemented orally. All Residents are jointly and severally liable for all terms of the lease including payment of rent.

Dated at Morrisville, Vermont this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

By \_\_\_\_\_  
Duly Authorized Agent

I/We certify that I/we have read this entire Lease Agreement and Park Rules and Regulations and agree to all of the Terms and Conditions.

\_\_\_\_\_  
[Signature Resident]

\_\_\_\_\_  
[Signature Resident]

\_\_\_\_\_  
Phone#

\_\_\_\_\_  
[Mailing Address]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Notary]

\_\_\_\_\_  
[Expires]