

AUCTION



Trustee's Sale

Two Bedroom Home in Summerfield 55+ Community

Amherst, New Hampshire

Online-only Bidding Ends: Tuesday, June 20th at 1:00 p.m.

We are pleased to present the home of the late Robert B. Welts, Esquire.

Summerfield of Amherst, New Hampshire is a 55+ community that consists of 77 ranch-style, single-family homes spread across 58 acres. Residents have access to a clubhouse and enjoy maintenance-free living. Unit #54 was built in 2007 and is comprised of two bedrooms, two full bathrooms totaling 1,790 sq.ft. This home includes a two-car garage, 9' ceilings, gas fireplace, open concept kitchen and large master suite with private bath. There is central air conditioning, natural gas heat, first floor laundry and a full basement partially finished with an office and family room. Map 2, Block 2, Lot 54

Open House: Thursday, June 8th from 10:00 to 12:00 pm and Thursday, June 15th from 2:00 to 4:00 p.m.

Terms: A \$10,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Wednesday, June 21st at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Fiduciary Deed. Offered subject to confirmation of the Trustee.

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to these parties concerning the completeness or accuracy of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

Est. 1976

PAUL^CINNIS LLC

AUCTIONS • REAL ESTATE • RESULTS

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DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF LICENSING AND BOARD ADMINISTRATION
 7 Eagle Square, Concord, NH 03301-4980
 Phone: 603-271-2152

BROKERAGE RELATIONSHIP DISCLOSURE FORM
(This is Not a Contract)

This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information

Right Now, You Are a Customer

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

As a customer, you can expect a real estate licensee to provide the following customer-level services:

- To disclose all material defects known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing, and conveying offers, and providing information and administrative assistance.

To Become a Client

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

As a client, in addition to the customer-level services, you can expect the following client-level services

- Confidentiality;
- Loyalty;
- Disclosure;
- Lawful Obedience; and
- Promotion of the client's best interest.
- For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.
- For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

Client-level services also include advice, counsel, and assistance in negotiations.

For important information about your choices in real estate relationships, please see page 2 of this disclosure form.

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).
I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print)		Name of Consumer (Please Print)	
Signature of Consumer		Signature of Consumer	
Date	Date	Date	Date
Provided by: Name & License #		(Name and License # of Real Estate Brokerage Firm)	
Date		Date	

consumer has declined to sign this form
 (Licensees Initials)

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client, and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client, and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:2, XIII)

A sub-agent is a licensee who works for one firm but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-a)

If another relationship between the licensee who performs the service and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.

SUGGESTED DUE DILIGENCE CHECKLIST

For Online Bidders

7 Summerfield Way, Unit 54, Amherst, NH

BIDDING OPENS: **Tuesday, June 13th at 9:00 a.m.**

BIDDING ENDS: **Tuesday, June 20th at 1:00 p.m.**

ITEMS TO COMPLETE –

- Review the Real Estate Brokerage Relationship Form
- Review the General Terms & Conditions for Online Bidders
- Review the Property Information Package and Links to Additional Documents and Due Diligence
- Review the Purchase & Sale Agreement
- Sign up to bid online at auction.paulmcinnis.com/auctions [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

If you would like to complete the Bidder Registration Form electronically, contact admin@paulmcinnis.com and the form will be sent to you through Dotloop.

- Provide Bidder Deposit by check or E-check
- Contact the Auctioneer with any questions justin@paulmcinnis.com



GENERAL TERMS & CONDITIONS

AGENT OF THE TRUSTEE: Paul McInnis LLC is acting solely as an Agent of the Trustee

BIDDER REGISTRATION: In order to bid online, any prospective bidder must first request and review a property information package. The next step is to create an online bidding account at auction.paulmcinnis.com/auctions. Finally, submit your executed Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Wednesday, June 21st at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

Please note that Paul McInnis LLC will make our best effort to respond to your request within three hours during normal business hours of Monday through Friday from 8:30 a.m. to 4:30 p.m. EST. The Bidder Registration Form and Bidder Deposit should be received by the Auctioneer no later than 24 hours prior to the close of bidding. The Auctioneer in his sole and absolute discretion reserves the right to decline a bidder if all requirements have not been met prior to the 24-hour deadline.

RETURN OF BIDDER DEPOSIT: Unsuccessful bidder deposits will be returned to the bidder by U.S. Mail or through EARNNEST.

ONLINE BIDDING: The bidding will open on Tuesday, June 13th at 9:00 a.m. and the bidding will end on Tuesday, June 20th at 1:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid.

TIMED AUCTION EXTENDED BIDDING: A timed auction event refers to the opening and ending time for placing bids. When a bid is placed within two minutes of the auction ending (12:58) the bid time window will extend for an additional two minutes. During that additional two-minute window if a bid is placed it will be extended again and so on. This is done to prevent bid "sniping." This process can go on indefinitely. Even though the auction is set to end at 1:00 p.m. the bidding could be extended to 2:00 p.m. or longer depending on the activity from the bidders.

The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction.

DUE DILIGENCE: It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the real estate Purchase & Sale Agreement Sample with your attorney is encouraged.



PROPERTY CONDITIONS: Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Trustee, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Trustee, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Trustee, Paul McInnis LLC or their agents.

BUYER'S PREMIUM: A 10% (Ten Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 10% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

SUCCESSFUL BIDDER: The successful bidder is defined as, that registered bidder who placed the highest bid as declared by the Auctioneer and the highest bid being acceptable to the Trustee. The successful bidder will be notified via email, as well as by telephone confirmation by the Auctioneer.

REAL ESTATE PURCHASE & SALE AGREEMENT: A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the real estate Purchase & Sale Agreement together with all Trustee disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Wednesday, June 21st at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

EARNEST MONEY DEPOSIT: The successful bidder must tender a deposit in the amount of 10% of the Total Purchase Price which is due no later than Wednesday, June 21st at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

SUCCESSFUL BIDDER DEFAULT: Should the successful bidder fail to execute the real estate Purchase & Sale Agreement and deliver the earnest money deposit in a timely manner as outlined in these general terms & conditions, said bidder will be deemed to be in default and hereby authorize the Auction Company to retain your \$10,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

RESERVATION OF RIGHTS: The Trustee in his sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Sale is subject to confirmation of the Trustee. Trustee reserves the right to accept or reject the high bid.

ADDITIONAL TERMS: Additional terms are included in the real estate Purchase & Sale Agreement. Any changes or amendments to these general terms & conditions and/or to the real estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

BUYER BROKER PARTICIPATION INVITED: Please contact the auction company (admin@paulmcinnis.com) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the online bidding registration request form. If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at: justin@paulmcinnis.com



EXECUTIVE SUMMARY

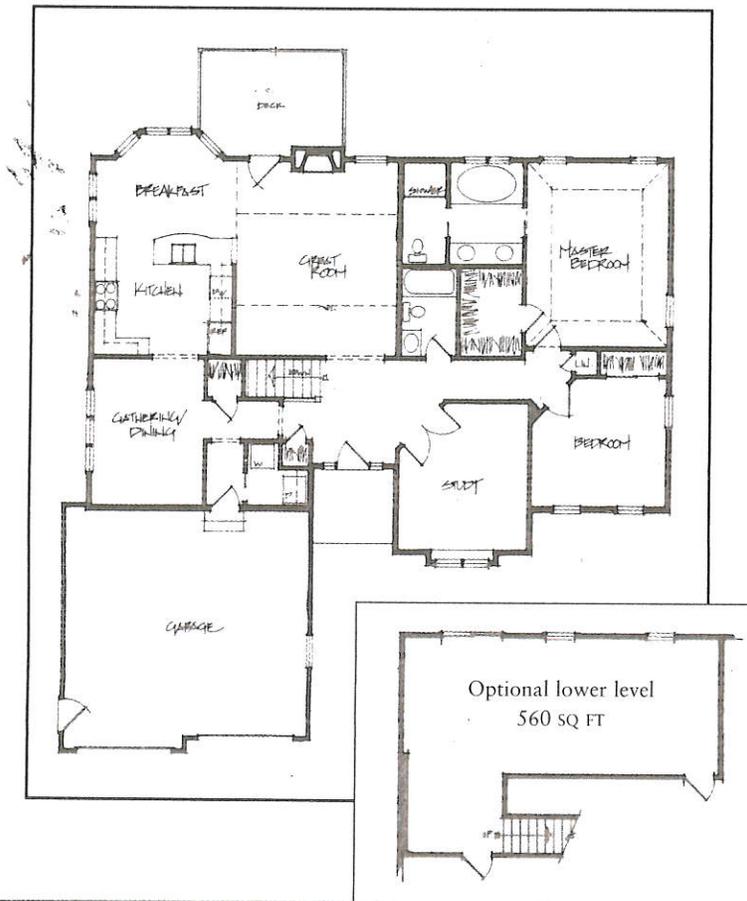
ADDRESS	7 Summerfield Way, Amherst, NH
TOWN REFERENCE	Map 2, Block 2, Lot 54
HILLSBOROUGH COUNTY DEED REFERENCE	Book 8326, Page 2515
2023 ASSESSED VALUE	\$457,400
2023 TAX RATE	\$21.13/\$1,000
2023 TAXES	\$9,665.00
UTILITIES	Water: Public Septic: Individual private septic – shared leaching fields
ACREAGE	58 Common acres

TYPE	55+ Community Condominium – “Avondale”
YEAR BUILT	2007
LIVING AREA	1,790 sq. ft. on first floor
BASEMENT	Full basement partially finished with heated office and family room
HEAT FUEL	Natural gas
HEAT TYPE	Forced hot air
ELECTRIC	200 Amp
WATER HEATER	Natural gas
AC TYPE	Central
GARAGE	Attached, 2 spaces, auto open, direct entry
CONDOMINIUM FEES	\$270 per month – Includes landscaping, plowing and trash

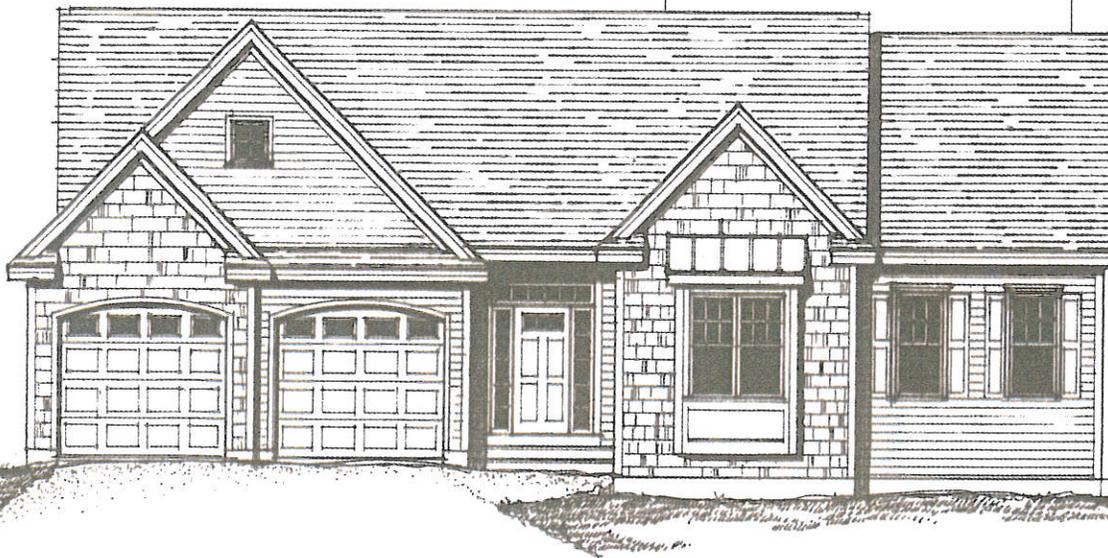
Property Conditions: Except as expressly set forth in the Real Estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied. The seller, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the land and improvements thereon. Offerors are required to undertake their own independent physical inspection of the property and thorough review of all documents prior to submitting their offers based solely on their own independent investigations and findings and not in reliance on any information provided by the seller, Paul McInnis LLC or their agents.

AVONDALE

- 1790 square feet
- 2 bedrooms
- Separate study
- Large open foyer
- Tray ceiling in master bedroom
- Floor to ceiling bay in breakfast area
- Separate laundry room

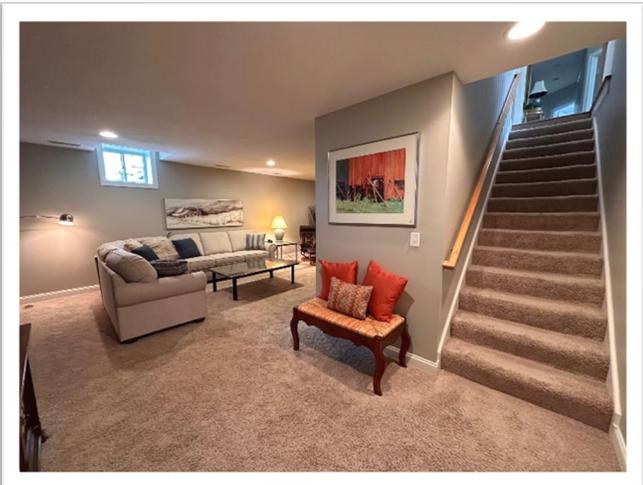
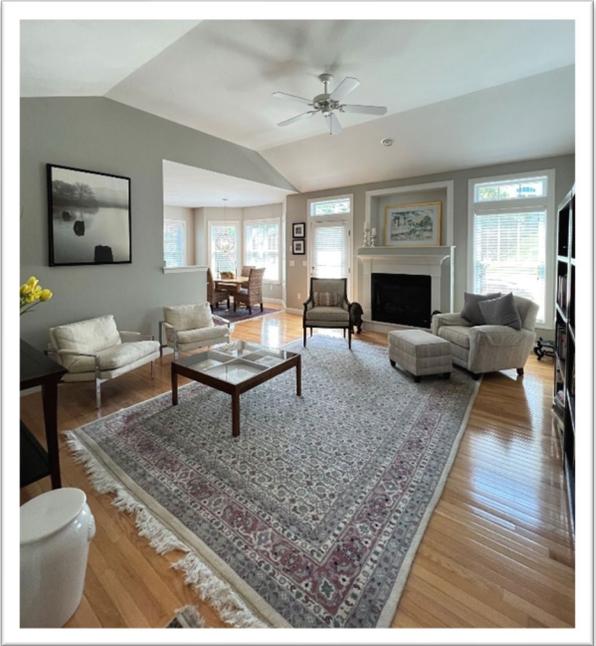
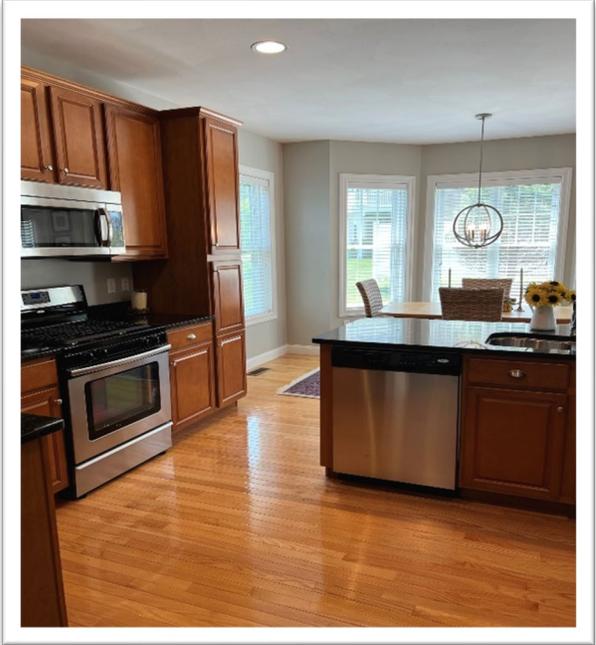
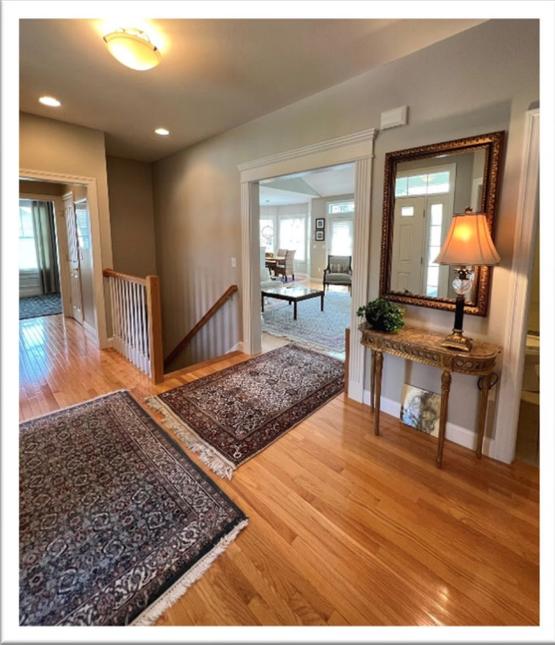


Artist's Rendering



SUMMERFIELD of AMHERST NEW HAMPSHIRE





7 SUMMERFIELD WAY UNIT 54

Location 7 SUMMERFIELD WAY UNIT 54

Mblu 002/ 002/ 054/ /

Acct# 7974

Owner WELTS TRUSTEE ROBERT B

Assessment \$457,400

PID 101335

Building Count 1

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2021	\$457,400	\$0	\$457,400

Owner of Record

Owner WELTS TRUSTEE ROBERT B
Co-Owner
Address 7 SUMMERFIELD WAY UNIT 54
 AMHERST, NH 03031

Sale Price \$0
Certificate
Book & Page 8326/2515
Sale Date 06/21/2011
Instrument 1N

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
WELTS TRUSTEE ROBERT B	\$0		8326/2515	1N	06/21/2011
WELTS ROBERT B	\$406,700		8161/0300	00	12/10/2009
ETCHSTONE PROPERTIES INC	\$0		0/0		

Building Information

Building 1 : Section 1

Year Built: 2007
Living Area: 1,793
Replacement Cost: \$509,123
Building Percent Good: 89
Replacement Cost
Less Depreciation: \$453,100

Building Attributes	
Field	Description

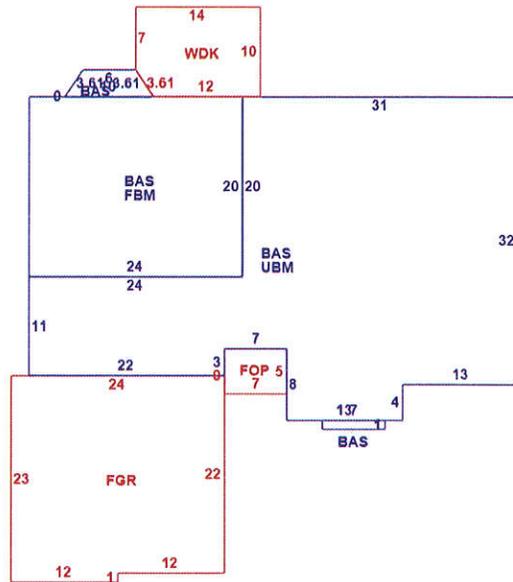
Style:	Condominium
Model	Res Condo
Stories:	1
Grade	Good
Occupancy	1
Interior Wall 1:	Drywall/Sheet
Interior Wall 2:	
Interior Floor 1	Hardwood
Interior Floor 2	Carpet
Heat Fuel:	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Ttl Bedrms:	2 Bedrooms
Ttl Bathrms:	2 Full
Ttl Half Bths:	0
Xtra Fixtres	2
Total Rooms:	6
Bath Style:	Average
Kitchen Style:	Typical
Kitchen Type	
Kitchen Func	
Primary Bldg Use	
Htwttr Type	
Atypical	
Park Type	
Park Own	
Park Tandem	0
Fireplaces	
Num Part Bedrm	
Base Flr Pm	
Num Park	
Pct Low Ceiling	
Unit Locn	
Grade	Good
Stories:	1
Residential Units:	37
Exterior Wall 1:	AL/Vinyl
Exterior Wall 2:	
Roof Structure	Gable/Hip
Roof Cover	Asph/F GlS/Cmp
Cmrc Units:	0

Building Photo



(<https://images.vgsi.com/photos/AmherstNHPhotos/\00\01\19\01.jpg>)

Building Layout



(ParcelSketch.ashx?pid=101335&bid=5492)

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
BAS	First Floor	1,793	1,793	
FBM	Basement, Finished	480	0	
FGR	Garage, Framed	540	0	
FOP	Porch, Open, Finished	35	0	
UBM	Basement, Unfinished	1,282	0	
WDK	Deck, Wood	137	0	
		4,267	1,793	

Res/Com Units:	0
Section #:	
Parking Spaces	
Section Style:	
Foundation	
Security:	
Cmplx Cnd	
Xtra Field 1:	
Remodel Ext:	
Super	
Grade	

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
FPL	FIREPLACE	1.00 UNITS	\$2,700	1

Land

Land Use

Use Code 1020
 Description CONDO MDL-05
 Zone RR
 Neighborhood
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 0
 Frontage
 Depth
 Assessed Value \$0

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
WDK	WOOD DECK			137.00 S.F.	\$1,600	1

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2022	\$455,700	\$0	\$455,700
2021	\$455,700	\$0	\$455,700
2020	\$381,300	\$0	\$381,300

Link Page

Summerfield of Amherst NH Web Page: [Click here](#)

Condominium Documents

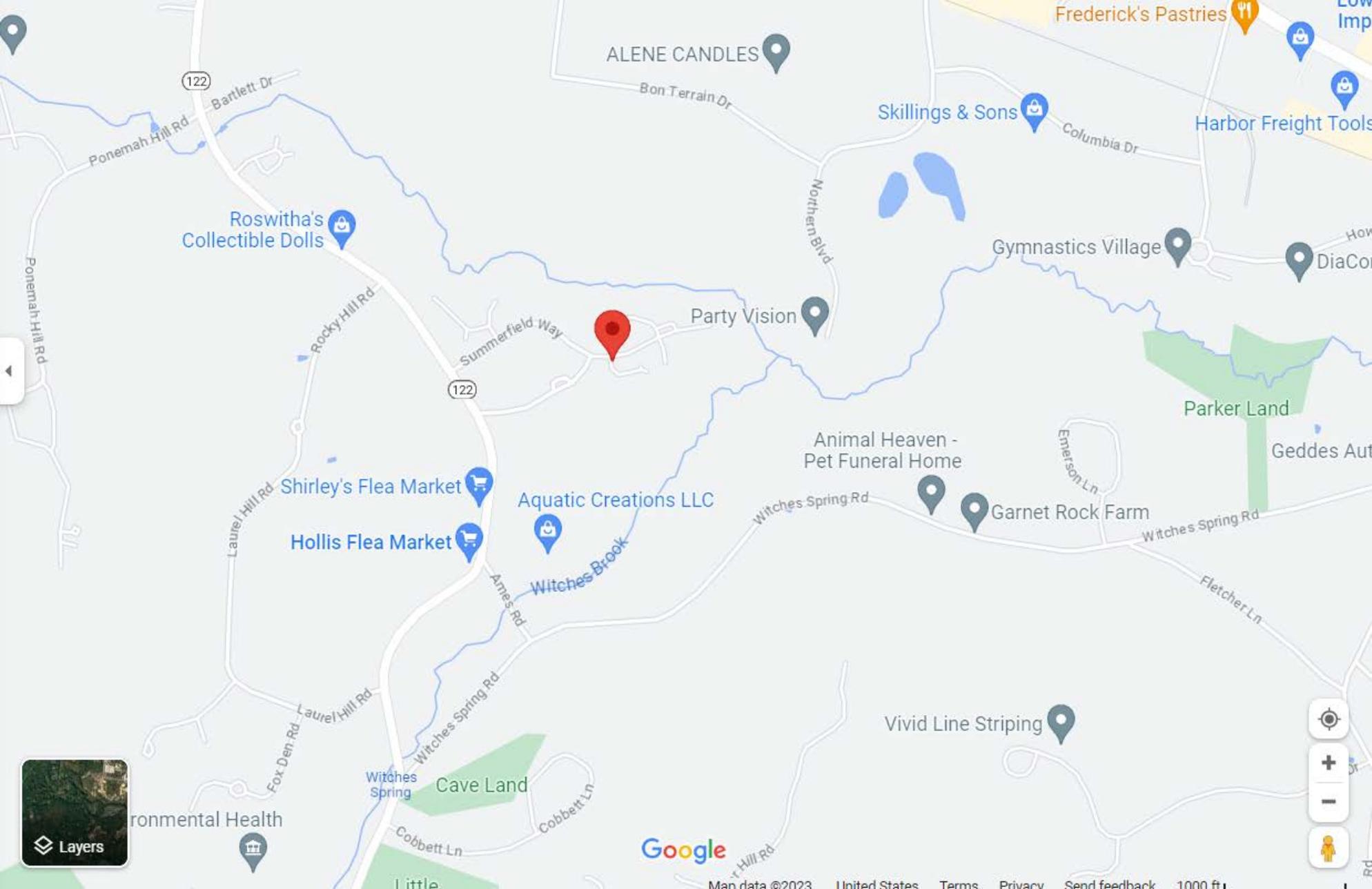
Declaration: [Click here](#)

Bylaws: [Click here](#)

Rules and Regulations: [Click here](#)

Amendments: [Click here](#)

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.



122

Bartlett Dr

Ponemah Hill Rd

Ponemah Hill Rd

ALENE CANDLES

Bon Terrain Dr

Skillings & Sons

Columbia Dr

Harbor Freight Tools

Roswitha's Collectible Dolls

Gymnastics Village

Howe

DiaCor

Rocky Hill Rd

Summerfield Way

Party Vision

122

Parker Land

Geddes Aut

Shirley's Flea Market

Aquatic Creations LLC

Animal Heaven - Pet Funeral Home

Garnet Rock Farm

Hollis Flea Market

Witches Brook

Witches Spring Rd

Witches Spring Rd

Laurel Hill Rd

Ames Rd

Emerson Ln

Fletcher Ln

Fox Den Rd

Laurel Hill Rd

Witches Spring

Cave Land

Cobbett Ln

Vivid Line Striping



Layers

Environmental Health

Google



Hollis Rd

Appleton Way

Elmwood Way

Summerfield Way

Summerfield Way

Beacon Ln

Beacon Ln

Summerfield Way

Summerfield Way

Berkley Ln

Hollis Rd

Westgate Way

Crystal Ln

7 Summerfield Way



TOWN OF AMHERST
TAX COLLECTOR
C/O CITIZENS BANK
 PO BOX 9695
 MANCHESTER, NH 03108-9695

2022 REAL ESTATE TAX BILL

BILL DATE 11/15/2022

Tax Rate Information		
County	0.93	423.90
School	14.71	6,703.35
State Ed.	1.17	533.27
Town	4.32	1,968.62
Total	21.13	\$9,629.00

TAX RATE PER 1,000.00 OF NET ASSESSED VALUE

TAX OFFICE LOCATION AND HOURS

Amherst Town Hall
 2 Main Street,
 Amherst, NH 03031
Phone: (603) 673-6041 x201

Hours:
 Monday - Friday
 9:00am to 3:00pm
 2nd & 4th Tuesday
 4:30pm - 6:30pm

WELTS TRUSTEE ROBERT B
 7 SUMMERFIELD WAY UNIT 54
 AMHERST, NH 03031

ID	MAP/PARCEL	LOCATION OF PROPERTY	TAX YEAR	BILL NUMBER	DUE DATE	
7974	002-002-054	SUMMERFIELD WAY UNIT 54, 7	2022	2022-2-1807851	12/15/2022	
ASSESSED VALUE AND EXEMPTIONS			PROPERTY TAX AND CREDITS			
Building		455,700.00	Total Gross Property Tax			9,629.00
Gross Value		\$455,700.00	Net Property Tax			\$9,629.00
Net Assessed Value		\$455,700.00	Net Tax This Period			4,773.00
			Previously Billed			+ 4,856.00
			Payments Received			- 4,856.00
			Due By: 12/15/2022			\$4,773.00

INFORMATION TO TAX PAYERS

Pursuant to RSA 76:11-A, if you are elderly, disabled, blind, a veteran or a veteran's spouse, or are unable to pay taxes due to poverty or other good cause, you may be eligible for a tax exemption, credit, abatement or deferral, which can reduce your current property tax bill. For details and application information, visit www.amherstnh.gov/assessing. Depending on your income, you may also be eligible for a refund of some of your taxes under the low and moderate income homeowners property tax relief program. To find out how to get a refund, call the New Hampshire Department of Revenue Administration at 603-230-5920 or visit the Department's website at www.revenue.nh.gov. Application for refunds are due by June 30th.

PAYMENT POLICIES

MAKE CHECKS PAYABLE TO: **TAX COLLECTOR, TOWN OF AMHERST**

A FEE OF \$30.00 PLUS ALL ADDITIONAL DELINQUENCY PENALTIES AND COLLECTION COSTS WILL BE CHARGED FOR ANY PAYMENT RETURNED BY THE BANK FOR ANY REASON.

MAIL PAYMENTS TO:

TOWN OF AMHERST TAX COLLECTOR
 C/O CITIZENS BANK
 PO BOX 9695
 MANCHESTER, NH 03108-9695

PAY PROPERTY TAXES ONLINE AT

www.amherstnh.gov/tax-collector

Online payment options: ACH and credit card. A processing fee will be charged for each payment at a rate of \$2.45 (ACH) and 2.79% (credit card). Fees charged are retained by a third party service provider.



TOWN OF AMHERST
TAX COLLECTOR
C/O CITIZENS BANK
 PO BOX 9695
 MANCHESTER, NH 03108-9695

2022 REAL ESTATE TAX BILL

Remittance Copy
 Please Return with Payment

ID	MAP/PARCEL	LOCATION OF PROPERTY	TAX YEAR	BILL NUMBER	DUE DATE
7974	002-002-054	SUMMERFIELD WAY UNIT 54, 7	2022	2022-2-1807851	12/15/2022

8% APR Interest Charged After: **12/15/2022**

AMOUNT TO PAY

\$4,773.00

WELTS TRUSTEE ROBERT B
 7 SUMMERFIELD WAY UNIT 54
 AMHERST, NH 03031



0001807851 00007974 111522 2022023 0000477300 9

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

The following answers and explanations are true and complete to the best of SELLER'S knowledge. This statement has been prepared to assist prospective BUYERS in evaluating SELLER'S property. This disclosure is not a warranty of any kind by the SELLER, or any real estate FIRM representing the SELLER, and is not a substitute for any inspection by the BUYER. SELLERS authorize FIRM in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property.

NOTICE TO SELLER(S): COMPLETE ALL INFORMATION AND STATE NOT APPLICABLE OR UNKNOWN AS APPROPRIATE. IF ANY OF THE INFORMATION IN THIS PROPERTY DISCLOSURE FORM CHANGES FROM THE DATE OF COMPLETION, YOU ARE TO NOTIFY THE LISTING FIRM PROMPTLY IN WRITING.

- 1. **SELLER:** Robert B Welts Trust by Thomas J. Leonard Trustee
- 2. **PROPERTY LOCATION:** 7 Summerfield Way, Amherst, NH 03031
- 3. **CONDOMINIUM, CO-OP, PUD DISCLOSURE RIDER OR MULTIFAMILY DISCLOSURE RIDER ATTACHED?** Yes No
- 4. **SELLER:** has has not occupied the property for 0 years.

5. **WATER SUPPLY**

Please answer all questions regardless of type of water supply.

- a. **TYPE OF SYSTEM:** Public Private Seasonal Unknown
 Drilled Dug Other
- b. **INSTALLATION:** Location: _____
Installed By: _____ Date of Installation: _____
What is the source of your information? _____
- c. **USE:** Number of persons currently using the system: _____
Does system supply water for more than one household? Yes No
- d. **MALFUNCTIONS:** Are you aware of or have you experienced any malfunctions with the (public/private/other) water systems?
Pump: Yes No N/A Quantity: Yes No
Quality: Yes No Unknown
If YES to any question, please explain in Comments below or with attachment.
- e. **WATER TEST:** Have you had the water tested? Yes No Date of most recent test _____
If YES to any question, please explain in Comments below or with attachment.
Are you aware of any test results reported as unsatisfactory or satisfactory with notations? Yes No
If YES, are test results available? Yes No
What steps were taken to remedy the problem?

COMMENTS:

6. **SEWAGE DISPOSAL SYSTEM**

- a. **TYPE OF SYSTEM:** Public: Yes No Community/Shared: Yes No
Private: Yes No Unknown
Septic Design Available: Yes No
- b. **IF PUBLIC OR COMMUNITY/SHARED**
Have you experienced any problems such as line or other malfunctions? Yes No
What steps were taken to remedy the problem? Relining of tank to be completed by Felix Septic
- c. **IF PRIVATE:**
TANK: Septic Tank Holding Tank Cesspool Unknown Other
Tank Size _____ Gal. Unknown Other:
Tank Type Concrete Metal Unknown Other:
Location: _____ Location Unknown Date of Installation: _____
Date of Last Servicing: _____ Name of Company Servicing Tank: _____
Have you experienced any malfunctions? Yes No
Comments: _____

SELLER(S) INITIALS _____ / _____

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
 New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 7 Summerfield Way, Amherst, NH 03031

d. LEACH FIELD: Yes No Other: _____
 IF YES, Location: _____ Size: _____ Unknown: unknown
 Date of installation of leach field: _____ Installed By: _____
 Have you experienced any malfunctions? Yes No
 Comments: _____

e. IS SYSTEM LOCATED ON "DEVELOPED WATERFRONT" as described in RSA 485-A? Yes No Unknown
 IF YES, has a site assessment been done? Yes No Unknown
 Source of Information: _____
 Comments: _____

FOR ADDITIONAL INFORMATION THE BUYER IS ENCOURAGED TO CONTACT THE NH DEPARTMENT OF ENVIRONMENTAL SERVICES SUBSURFACE SYSTEMS BUREAU

7. <u>INSULATION</u>	<u>LOCATION</u>	<u>Yes</u>	<u>No</u>	<u>Unknown</u>	<u>If YES, Type</u>	<u>Amount</u>	<u>Unknown</u>
	Attic or Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Crawl Space	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>
	Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	<input type="checkbox"/>
	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>

8. HAZARDOUS MATERIAL

a. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are you aware of any past or present underground storage tanks on your property? Yes No Unknown IF
 YES: Are tanks currently in use? Yes No
 IF NO: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Are you aware of any past or present problems such as leakage, etc? Yes No
 Comments: _____
 If tanks are no longer in use, have the tanks been removed? Yes No Unknown
 Comments: _____

b. ASBESTOS - Current or previously existing:

As insulation on the heating system pipes or ducts? Yes No Unknown
 In the siding? Yes No Unknown In the roofing shingles? Yes No Unknown
 In flooring tiles? Yes No Unknown Other _____ Yes No Unknown
 If YES, Source of information: _____
 Comments: _____

c. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown
 If YES: Date: _____ By: _____
 Results: _____ If applicable, what remedial steps were taken? _____
 Has the property been tested since remedial steps? Yes No
 Are test results available? Yes No
 Comments: _____

SELLER(S) INITIALS /

BUYER(S) INITIALS /

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 7 Summerfield Way, Amherst, NH 03031

d. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If YES: Date: _____ By: _____

Results: _____ If applicable, what remedial steps were taken? _____

Has the property been tested since remedial steps? Yes No

Are test results available? Yes No Comments: _____

e. LEAD-BASED PAINT - Current or previously existing:

Are you aware of lead-based paint on this property? Yes No

If YES: Source of information: _____

Are you aware of any cracking, peeling, or flaking lead-based paint? Yes No

Comments: _____

f. Are you aware of any other hazardous materials? Yes No

If YES: Source of information: _____

Comments: _____

9. GENERAL INFORMATION

a. Is this property subject to liens, encroachments, easements, rights-of-way, leases, restrictive covenants, attachments, life estates, or right of first refusal?

Yes No Unknown If YES, Explain: _____

What is your source of information? _____

b. Is this property subject to special assessments, betterment fees, association fees, or any other transferable fees?

Yes No Unknown If YES, Explain: HOA fees, not sure if there are others.

What is your source of information? _____

c. Are you aware of any onsite landfills or any other factors, such as soil, flooding, drainage, etc?

Yes No If YES, Explain: _____

d. Are you aware of any problems with other buildings on the property? Yes No

If YES, Explain: _____

e. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to current use, land conservation, etc.?

YES NO UNKNOWN If YES, Explain: _____

f. Is this property located in a Federally Designated Flood Hazard Zone? Yes No Unknown

Comments: _____

g. Has the property been surveyed? Yes No Unknown If YES, By: see recorded plans

If YES, is survey available? Yes No Unknown

h. How is the property zoned? Rural Residential

i. Street (check one): Public Private Association

If private, is there a written road maintenance agreement? Yes No

Additional Information: see condominium documents

j. Heating System Age: unknown Type: _____ Fuel: natural gas Tank Location: _____

Owner of Tank: _____

Annual Fuel Consumption: _____ Price: _____ Gallons: _____

Date system was last serviced and by whom? _____

Secondary Heat Systems: _____

Comments: _____

SELLER(S) INITIALS _____ / _____

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 7 Summerfield Way, Amherst, NH 03031

- k. Roof Age: _____ Type of Roof Covering: _____
Moisture or leakage: _____
Comments: unknown
- l. Foundation/Basement: Full Partial Other: _____ Type: _____
Moisture or leakage: _____
Comments: unknown
- m. Chimney(s) How Many? _____ Lined? _____ Last Cleaned: _____ Problems? _____
Comments: unknown
- n. Plumbing Type: pex, copper, pvc _____ Age: _____
Comments: unknown
- o. Domestic Hot Water: Age: _____ Type: natural gas _____ Gallons: _____
- p. Electrical System: # of Amps 200 _____ Circuit Breakers Fuses
Comments: _____
Solar Panels: Leased Owned If leased, explain terms of agreement: _____
Comments: unknown
- q. Modifications: Are you aware of any modifications or repairs made without the necessary permits? Yes No
If Yes, please explain: _____
- r. Pest Infestation: Are you aware of any past or present pest infestations? Yes No Type: _____
Comments: unknown
- s. Methamphetamine Production: Do you have knowledge of methamphetamine production ever occurring on the property? (Per RSA 477:4-g) Yes No If YES, please explain: _____
- t. Air Conditioning: Type: central _____ Age: _____ Date Last Serviced and by whom: _____
Comments: unknown
- u. Pool: Age : _____ Heated: Yes No Type: _____ Last Date of Service: _____
By Whom: _____
- v. Generator: Portable: Yes No Whole House: Yes No Kw/Size: _____ Last Date of Service: _____
If Portable: Included Negotiable
Comments: unknown
- w. Internet: Type Currently Used at Property: unknown
- x. Other (e.g. Alarm System, Irrigation System, etc.) _____
Comments: unknown

NOTICE TO PURCHASER(S): PRIOR TO SETTLEMENT YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO ADJACENT PARCELS IN ACCORDANCE WITH THE TERMS AND CONDITIONS AS MAY BE CONTAINED IN PURCHASE AND SALES AGREEMENT AND DEPOSIT RECEIPT. YOU SHOULD EXERCISE WHATEVER DUE DILIGENCE YOU DEEM NECESSARY WITH RESPECT TO INFORMATION ON ANY SEXUAL OFFENDERS REGISTERED UNDER NH RSA CHAPTER 651-B. SUCH INFORMATION MAY BE OBTAINED BY CONTACTING THE LOCAL POLICE DEPARTMENT.

SELLER(S) INITIALS _____ / _____

BUYER(S) INITIALS _____ / _____

PROPERTY DISCLOSURE - RESIDENTIAL ONLY
New Hampshire Association of REALTORS® Standard Form



TO BE COMPLETED BY SELLER

PROPERTY LOCATION: 7 Summerfield Way, Amherst, NH 03031

10. ADDITIONAL INFORMATION

a. ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS, OR ADDITIONAL INFORMATION?

Yes No

b. ADDITIONAL COMMENTS:

Trustee has never resided in the home and is executing the disclosures from current visual inspections only
Potential leaking of whole home humidifier in basement
flooring under eat in kitchen carpeting may be discolored.

ACKNOWLEDGEMENTS

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

SELLER(S) MAY BE RESPONSIBLE AND LIABLE FOR ANY FAILURE TO PROVIDE KNOWN INFORMATION TO BUYER(S).

[Empty signature box]

SELLER _____ DATE

[Empty signature box]

SELLER _____ DATE

BUYER ACKNOWLEDGES RECEIPT OF THIS PROPERTY DISCLOSURE RIDER AND HEREBY UNDERSTANDS THE PRECEDING INFORMATION WAS PROVIDED BY SELLER AND IS NOT GUARANTEED BY BROKER/AGENT. THIS DISCLOSURE STATEMENT IS NOT A REPRESENTATION, WARRANTY OR GUARANTY AS TO THE CONDITION OF THE PROPERTY BY EITHER SELLER OR BROKER. BUYER IS ENCOURAGED TO UNDERTAKE HIS/HER OWN INSPECTIONS AND INVESTIGATIONS VIA LEGAL COUNSEL, HOME, STRUCTURAL OR OTHER PROFESSIONAL AND QUALIFIED ADVISORS AND TO INDEPENDENTLY VERIFY INFORMATION DIRECTLY WITH THE TOWN OR MUNICIPALITY.

[Empty signature box]

BUYER _____ DATE

[Empty signature box]

BUYER _____ DATE



**PROPERTY DISCLOSURE RIDER
 CONDOMINIUM, CO-OP, PUD AND OTHER HOMEOWNER ORGANIZATIONS
 (To be used in conjunction with Property Disclosure - Residential)
 New Hampshire Association of REALTORS® Standard Form**



In compliance with the requirements of RSA 477:4-f, the following information is provided to BUYER relative to the purchase of a condominium unit.

RIGHT TO INFORMATION: In accordance with RSA 356-B:58, a party interested in purchasing a condominium unit has the right to obtain from the Condominium Unit Owner's Association the following information: a copy of the condominium declaration, by-laws, any formal rules of the association, a statement of monthly and annual fees and any special assessments made within the last 3 years.

1. Seller and Property Address: Robert B Welts Trust by Thomas J. Leonard Trustee
7 Summerfield Way, Amherst, NH 03031
2. Association Name (if applicable): Summerfield of Amherst
3. Property Manager/Agent: Steve Nelson, President Phone: 413-537-7335

4. GENERAL AND LEGAL

- a. Are there any Association or Corporation approvals required for transfer of Ownership? Yes No Unknown
- b. Is there a time share operation existing at Property? Yes No Unknown
- c. Is there a vacation rental operation or other organized rental program at Property? Yes No Unknown
- d. Are you aware of any rental, use or age restrictions? Yes No Unknown
- e. Number of allocated parking spaces available for this unit: 2
- f. Are you aware of any pending or existing litigation? Yes No If Yes, please explain: not aware of any. We have not investigated
- g. Are the minutes of the Condominium Association annual meeting available? Yes No Unknown
- h. Are there any pet policies? Restrictions: Yes No Dogs/Cats Allowed: Yes No

5. MASTER INSURANCE POLICY

- a. Name of Company: _____
- b. Name of Agent: _____ Phone: _____

6. FINANCIAL

- a. Monthly maintenance fee(s): \$yes
- b. What do the monthly fees include?
- | | | |
|---|---|--|
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Hot Water | <input checked="" type="checkbox"/> Road Maintenance |
| <input type="checkbox"/> Cable TV Signal | <input checked="" type="checkbox"/> Landscaping | <input checked="" type="checkbox"/> Sewer |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Lot Rent | <input checked="" type="checkbox"/> Snow Removal |
| <input type="checkbox"/> Garage/Parking | <input type="checkbox"/> Real Property Tax | <input type="checkbox"/> Trash Removal |
| <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Recreation/Community Association Dues | <input type="checkbox"/> Water |
| <input type="checkbox"/> Other: _____ | | |
- c. Are there any additional fees? If so, please specify: _____
- d. Are you aware of any special assessments or loans in effect at this time? Yes No
 If Yes, explain: _____
- Additional Comments: not aware of special assessments. We have not investigated.

7. ACKNOWLEDGEMENTS:

SELLER ACKNOWLEDGES THAT HE/SHE HAS PROVIDED THE ABOVE INFORMATION AND THAT SUCH INFORMATION IS ACCURATE, TRUE AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE. SELLER AUTHORIZES THE LISTING BROKER TO DISCLOSE THE INFORMATION CONTAINED HEREIN TO OTHER BROKERS AND PROSPECTIVE PURCHASERS.

 SELLER DATE

 SELLER DATE

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 BUYER DATE

 BUYER DATE

**PROPERTY DISCLOSURE RIDER
 CONDOMINIUM, CO-OP, PUD AND OTHER HOMEOWNER ORGANIZATIONS
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- d. Are you aware of any rental, use or age restrictions? Yes No Unknown
- e. Number of allocated parking spaces available for this unit: 2
- f. Are you aware of any pending or existing litigation? Yes No If Yes, please explain: not aware of any. We have not investigated
- g. Are the minutes of the Condominium Association annual meeting available? Yes No Unknown
- h. Are there any pet policies? Restrictions: Yes No Dogs/Cats Allowed: Yes No

5. **MASTER INSURANCE POLICY**

- a. Name of Company: _____
- b. Name of Agent: _____ Phone: _____

6. **FINANCIAL**

- a. Monthly maintenance fee(s): \$yes
- b. What do the monthly fees include?
- | | | |
|---|---|--|
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Hot Water | <input checked="" type="checkbox"/> Road Maintenance |
| <input type="checkbox"/> Cable TV Signal | <input checked="" type="checkbox"/> Landscaping | <input checked="" type="checkbox"/> Sewer |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Lot Rent | <input checked="" type="checkbox"/> Snow Removal |
| <input type="checkbox"/> Garage/Parking | <input type="checkbox"/> Real Property Tax | <input type="checkbox"/> Trash Removal |
| <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Recreation/Community Association Dues | <input type="checkbox"/> Water |
| <input type="checkbox"/> Other: _____ | | |
- c. Are there any additional fees? If so, please specify: _____
- d. Are you aware of any special assessments or loans in effect at this time? Yes No
 If Yes, explain: _____
- Additional Comments: not aware of special assessments. We have not investigated.

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 BUYER DATE

 BUYER DATE

*Carmela D. Coughlin**7
Wt White
contains***QUITCLAIM DEED**

Robert B. Welts of 7 Summerfield Way, Amherst, County of Hillsborough and State of New Hampshire, for consideration paid, grants to Robert B. Welts, Trustee of The Robert B. Welts Revocable Trust, of 7 Summerfield Way, Amherst, County of Hillsborough and State of New Hampshire, with QUITCLAIM covenants:

A certain condominium unit number 54, 7 Summerfield Way, Amherst, Hillsborough County, New Hampshire, being a condominium unit in Summerfield of Amherst, A Condominium (the "Condominium"), which was established by the Declaration of Condominium for Summerfield of Amherst, A Condominium, by Elchstone Properties, Inc. dated April 18, 2005, and recorded with the Hillsborough County Registry of Deeds at Book 7461, Page 1035, as amended by the First Amendment to Declaration of Condominium for Summerfield of Amherst, A Condominium dated August 3, 2005, and recorded with said Registry of Deeds at Book 7520, Page 434, the Second Amendment to Declaration of Condominium for Summerfield of Amherst, A Condominium dated December 15, 2005, and recorded with said Registry of Deeds at Book 7601, Page 1062, the Third Amendment to Declaration of Condominium for Summerfield of Amherst, A Condominium dated March 1, 2006, and recorded with said Registry of Deeds at Book 7638, Page 480, the Fourth Amendment to Declaration of Covenants for Summerfield of Amherst, A Condominium dated July 20, 2006, and recorded with said Registry of Deeds at Book 7710, Page 1957, the Fifth Amendment to Declaration of Condominium for Summerfield of Amherst, A Condominium dated November 29, 2006, and recorded with said Registry of Deeds at Book 7774, Page 2609, the Sixth Amendment to Declaration of Condominium for Summerfield of Amherst, A Condominium dated May 17, 2007, and recorded with said Registry of Deeds at Book 7849, Page 605, the Seventh Amendment to Declaration of Condominium for Summerfield of Amherst, A Condominium dated October 19, 2007, and recorded with said Registry of Deeds at Book 7912, Page 559, the Eighth Amendment to Declaration of Condominium for Summerfield of Amherst, A Condominium dated May 2, 2008, and recorded with said Registry of Deeds at Book 7977,

Page 0775, the Amendments to the Declaration and Bylaws of Summerfield of Amherst, A Condominium dated May 5, 2008, and recorded with said Registry of Deeds at Book 7979, Page 47, and as may be further amended (the "Declaration"), more particularly described in the site and floor plans for Summerfield of Amherst, A Condominium, recorded with said Registry of Deeds, including plans numbered 33931, 33932, 34002, 34003, 34113, 34337, 34413, 34574, 34744, 34888, 34972, 35050, 35143, 35270, 35395, 35460, 35060, 35735, 35769, 35809, 35889, 36128, 36181, 36255, 36397, and 36560 (collectively, the "Plans"), together with the undivided interest in the common area of the Condominium appurtenant to the unit, as more particularly set forth in the Declaration.

Said unit is conveyed subject to and together with the provisions of the Declaration including the so-called Housing for Older Persons Covenants set forth in Article 15 of the Declaration, the Bylaws, rules and regulations of the Condominium, the provisions of RSA 356-B and all other easements, reservations, rights-of-way agreements, rights, conditions and other items set forth in deed of Etchstone Properties, Inc. to Robert B. Welts dated December 10, 2009 and recorded in the Hillsborough County Registry of Deeds in Book 8161, Page 0300.

Witness my hand this 20th day of June, 2011.

Robert B. Welts

Robert B. Welts

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of June, 2011, by Robert B. Welts,

Kathleen J. Powers

Notary Public

My Commission Expires: 9/5/12



REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below or on Exhibit A, herein agrees to purchase said real estate in accordance with the following terms and conditions:

1. Seller(s): Trust of Robert B Welts, by Thomas

J. Leonard, Trustee

Street:

City/State/Zip:

Telephone #:

Buyer(s): _____

Street: _____

City/State/Zip: _____

Telephone #: _____

2. Property: Land Land & Buildings Condo Other: _____

Street Address: 7 Summerfield Way, Unit 54

City/Town: Amherst

County: Hillsborough State: New Hampshire

Also known as Tax Map 2, Block 2, Lot 54 with deed recorded at the Hillsborough County Registry of Deeds at Book 8326, Page 2515.

3. BID PRICE (HAMMER PRICE): \$ _____

10% BUYER'S PREMIUM: \$ _____

TOTAL PURCHASE PRICE DUE FROM BUYER: \$ _____

INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, Receipt of which is acknowledged and is NON-REFUNDABLE.

10% of the Total Purchase Price \$ _____

Additional Deposit: \$ _____

BALANCE DUE AT TRANSFER OF TITLE: \$ _____

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before Friday, August 4th at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at Hillsborough County Registry of Deeds in Nashua, New Hampshire on Friday, August 4th at 10:00 a.m.

5. Title shall be transferred by Fiduciary deed free of all liens, subject to all easements and restrictions of record. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".

_____,
 Seller

_____,
 Buyer

6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$10,000.00 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument is to be construed as a New Hampshire contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: *any remaining residual personal property at time of closing*.
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:

15. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services

Seller

Buyer

private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD PAINT: Before 1978, 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 women. Tests are available to determine whether lead is present.

Note: lead paint/lead paint hazards – Federal law requires that individuals purchasing residential housing built before 1978 receive a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer acknowledges that they are given the opportunity to conduct such risk assessment or inspection within the next 10 days. Buyer also acknowledges that results of such risk assessment or inspection will NOT affect any terms of this Real Estate Purchase & Sale Agreement included but not limited to the price and terms agreed upon as well as the buyers' decision to go forward with the purchase of the property.

16. ADDITIONAL TERMS: Buyer acknowledges that links to the condominium documents, bylaws, and association rules were made available in the property information package. Buyer hereby agrees to all terms of those documents.

17. Addenda Attached __ Yes, X No

IN WITNESS WHEREOF, the parties have hereunto set their hands this day.

Witness
Date

Seller Thomas J. Leonard, Trustee Date

Witness

Purchaser: Date

Witness

Purchaser: Date

Revised: January 2019

© 2023 Paul McInnis LLC

Seller

Buyer

How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at: auction.paulmcinnis.com/auctions (refer to the Due Diligence Checklist contained in the property information package). Finally, submit your bidder registration form with the required bidder deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Wednesday, June 21st at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$10,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, we will activate your account and you will be able to bid.

You can access the online auction portal, auction.paulmcinnis.com/auctions, by [clicking here](#).

As shown below, you will need to **"Register/Login"** in the upper right-hand corner of your screen to register and create your online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your auction.paulmcinnis.com/auctions account.



Please contact the auction office with any questions
admin@paulmcinnis.com or (603) 964-1301



ONLINE BIDDER REGISTRATION FORM • 23PM-13

BIDDING STARTS: Tuesday, June 13th at 9:00 a.m.
BIDDING ENDS: Tuesday, June 20th at 1:00 p.m.
PROPERTY: 7 Summerfield Way, Unit 54, Amherst, NH

FIRST NAME, MIDDLE INITIAL, & LAST NAME
HOME ADDRESS
CITY, STATE, & ZIP CODE
MOBILE TELEPHONE NUMBER (MUST BE ABLE TO RECEIVE SMS MESSAGES)
EMAIL ADDRESS

Registration: At the time of registration, you will be required to deliver your refundable bidder deposit of \$10,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Wednesday, June 21st at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$10,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

Terms: A \$10,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Wednesday, June 21st at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 10% buyer's premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by Fiduciary Deed. Offered subject to confirmation of the Trustee.

I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.

PRINT BUYER'S NAME:

SIGNATURE OF BIDDER:

DATE:

23PM-13 Reviewed by:

Personal Property Auction Announcement

Paul McInnis LLC is pleased to offer, at a subsequent auction event, the fine home furnishings of the late Robert Welts.

Estate Sale at AUCTION

Fine Home Furnishings

Oriental Rugs and Artwork

RE: Robert Welts Estate, 7 Summerfield Way, Unit 54, Amherst, NH

Online-Only Bidding Ends: Tuesday, June 20th at 2:00 p.m.

5-piece figured maple bedroom set, Pompanoosuc Mills cherry shaker style bedroom set, Pompanoosuc Mills desk and credenza, glass top dining table, set of 6 Queen Anne style dining chairs with Japanese decorations, Japanese style breakfront and server, exceptional sectional sofa, fine quality room size and smaller oriental rugs, nice selection of artwork, Wedgwood dinner set, Waterford, Orrefors, Lalique and Baccarat crystal, Wedgwood pottery, and much more.

ONLINE REGISTRATION: Online registration requires a bidder to place a credit card on file.

VENUE: This auction is being conducted by way of an online-only, timed auction event. Bidding will begin to close on Tuesday, June 20th at 2:00 p.m. EST.

BUYER'S PREMIUM: 20% (Twenty percent) Buyer's Premium is added to the high bid price to become the total purchase price.

REMOVAL: All purchases must be picked up on Thursday, 6/22 from 9:00 a.m. to 4:00 p.m.

For photos and more information go to:

<https://auction.paulmcinnis.com/auctions/1472608/lots>

