

# 225 UPHAM STREET MELROSE | 02176

**LEADING EDGE**  
REAL ESTATE

**LIST PRICE \$999,000**



Landmark Melrose Colonial Revival fit for entertaining and living! Custom-built for Chester Scott Patten, part of the renowned Melrose building family, this signature property has drawn eyes for over a century. Harmoniously blending the classic details of the Colonial Revival period while enveloping the symmetry and scale of the Georgian period, coupled with the roof-line influences of the Adam style craft a property exuding a sense of sophistication as well as comfort with style, all weaving beautifully throughout this sun-dappled elegant beauty.

The front to back living room features an off-set wood burning fireplace with gracious mantle and 4-foot brick hearth, an homage to the era, surrounded on either side by built-ins with leaded glass, and such generous space allowing for multiple sitting areas. The adjoining family room boasts surround sound wiring and picture windows on either side with sunlight pouring in.

The kitchen, recently renovated and re-constructed, is a dream with no expense spared and acute attention to minute detail: custom cabinetry; Emtok hardware; granite counters on the surround walls and natural wood countertop for the oversize dining and preparation island; Wolf electric ovens, including one with a steam setting; pot filler; wine and Subzero fridges; pendant, under-mount and in-cabinet lighting; subway tile backsplash, substantial storage built-ins for convenience, and deep crown molding. Featured on the Melrose Kitchen Tour, this well-appointed space opens to the formal dining room crafting an area fit for entertaining as well as keeping the chef in the conversation! It's easy to imagine hosting holidays, impromptu gatherings of friends and breakfast in this gorgeous space.

The private nook master suite consisting of the bedroom, office/sitting room, dressing room and bath, all resplendent in original and enhanced details, boasts access to an adjoining porch with rubber roof flooring. This space is graced by hardwood floors, bay windows, moldings and French doors. The dressing room has built-in storage and room for more, and while the full bath has been refreshed, it still pays homage to classic details as it retains original tile and pedestal sink. Two additional bedrooms, one with fabulous double closet and the other with access to the paired second floor porch. The top floor features two additional bedrooms and an office with cedar closet. A bonus full bath that is not connected but has new water lines brought up for future function. The sellers have taken their stewardship seriously, from the kitchen and baths to extensive rebuilding of the cupola, updating electrical and plumbing, to landscaping including a sprinkler system, new front walkway and fencing, to installing an Interlock roof and upgrading most of the windows throughout this home.

Sited in one of Melrose's most prestigious areas, the lower East Side, this premiere home is situated in a prime location with access to the Common and other green space; Melrose's thriving downtown of shops, restaurants and cultural amenities; train, bus and major routes; as well as Whole Foods plaza and schools. This is an opportunity that doesn't come along often.

**ALISON SOCHA & LINDA O'**  
AGENT EXPERTISE TEAM

781.517.0213

LindaandAlison@LeadingEdgeAgents.com

AgentExpertise.com

LEADING EDGE Real Estate

576 MAIN STREET, MELROSE | 781.070.0100



# 225 UPHAM STREET | MELROSE



Living Room	28x15	1st	HWF
Dining Room	15x14	1st	HWF
Kitchen	22x14	1st	HWF
Family Room	16x11	1st	HWF
Sunroom	16x11	1st	HWF
Bathroom	Half	1st	Tile
Master Bedroom	27x18	2nd	HWF
Dressing Room	14x11	2nd	HWF
Bedroom	15x14	2nd	HWF
Bedroom	14x14	2nd	HWF
Bathroom	Full	2nd	Tile
Bathroom	Full	2nd	HWF
Bedroom	19x15	3rd	HWF
Bedroom	14x13	3rd	HWF
Office	7x7	3rd	HWF
Bathroom	Full	3rd	Linoleum

Style	Colonial Revival
Year Built	1915
Rooms	12
Bedrooms	5
Baths	3 Full*   1 Half
Living Area	3,414 sq./ft.
Lot Size	14,336 sq./ft.

Color	Gray
Siding	Wood Shingle
Roof	InterLock   2014
Foundation	Fieldstone
Fireplace	LR   Wood
Lined?	Yes   Stainless
Patio	Brick
Parking	6c Parking   2c Garage
Irrigation System	Yes

AC	Wall Unit(s)**
Heat	FHW   Gas
Hot Water	Off System   Tank
Sump Pump	Yes
New WM	Yes
Insulation	Some
Electric	CB***
Fenced Yard	Yes
Sewer/Water	MWRA
School	Apply

Range	Gas   Cooktop
Oven	Electric
Dishwasher	Yes
Disposal	Yes
Microwave	No
Laundry Connection	LL   Electric

Assessed	\$764,600
Annual Tax	\$9,022.28
Monthly	\$751.86
Book/Page	56945/481
Deed Date	6/3/2011

**Exclusions:** See Inclusion/Exclusion Sheet. **Disclosures:** \*Plumbing in 3rd fl bath not functional. \*\*A/C Air handlers not connected to external compressors. \*\*\*Some Knob and Tube. Room measurements are estimated and vary between listing info & floor plans. We ask that anyone who wants to make an offer read our letter on offers and home inspections (visit AgentExpertise.com). This home, like all of our properties, is being sold "as is". Buyers need to understand that a home inspection is not done so that buyers can ask sellers to compensate them for the perfect house, but to ensure that buyers know what problems they should expect to address during their ownership; make offers accordingly. We mean it and will negotiate for radon & active termites ONLY. Some lenders & pre-approvals are problematic; please contact us for reliable lenders. When making offers please attach Leading Edge Rider which states that only a mutually agreeable purchase and sale will act as a binding agreement and purchase is not contingent on the sale of any assets.

BUYER'S INITIALS

# LEADING EDGE REAL ESTATE CONSUMER PROTECTION PLAN



Address 225 Upham Street, Melrose, MA 02176

This contract to purchase is expressly conditioned upon the execution of a mutually acceptable Purchase and Sale Agreement, in form and substance approved by both parties' attorneys, unless waived, which when agreed upon and signed, will become the contract between the parties. Until the expiration of this agreement, the parties will each make a good faith effort to achieve a mutually acceptable Purchase and Sale Agreement. Meanwhile, the seller will not accept another offer during the pendency of the Contract to Purchase. It is Leading Edge Real Estate's policy not to release the executed Contract to Purchase if listing agent is not in possession of good faith deposit, fully executed lead paint disclosure (if built before 1978), fully executed Seller's Description of Property (if provided by seller), agency disclosure and satisfactory bank letter or verification of funds, if cash.

This Leading Edge Real Estate Consumer Protection Plan shall be incorporated into the Purchase and Sale Agreement referred to herein. Time is of the essence.

## Initial One:

\_\_\_\_\_ The following shall be deemed added to the end of the paragraph contained in the Contract to Purchase regarding financing: The buyer acknowledges and agrees that Buyer's obligation to purchase the premises is not, in any way, contingent upon the sale of any of Buyer's assets. In the event that Buyer receives a mortgage commitment conditioned upon the sale of any of Buyer's assets or is denied financing because of Buyer's inability or failure to sell any assets, it is agreed that such conditional commitment or denial of financing, shall not, in any way, be deemed just cause for termination of this Contract and/or any subsequent Purchase and Sale Agreement and shall not entitle Buyer to a return of Buyer's deposit.

## OR

\_\_\_\_\_ This offer is contingent on the sale of Buyer's assets (Real Property or other)

The Buyer is urged to conduct independent investigations through his/her attorney, through town officials, such as tax assessors, zoning and building departments, and the Board of Health or through a home inspector, etc. to verify any such information, including but not limited to the age of the home or its components, square footage and borders of the house lot; square footage of the home, zoning type; condition and age of mechanical and electrical systems, annual taxes, condition of home, idiosyncrasies of the neighborhood abutting the home; past and present structural problems of the home including problems with the roof or basement; the title to the property, etc. Buyer understands that information provided by Broker is based on information supplied by others and Brokers do not have personal knowledge of the matters relayed.

Parties agree to the following:

- The purchase and sale agreement will stipulate how oil will be adjusted by the parties, either by buyer reimbursing seller for remaining oil or seller gifting it to buyer at closing.
- All parties agree to deliver all requested information to lender no later than 10 business days prior to scheduled closing, unless another date will comply with lending and closing attorney policies which will be noted in the Purchase and Sale. (Utilities such as final municipal water, sewer, electrical and gas; rents, security deposit, 6D last month's rent; commission statement etc, if applicable).
- Complete if applicable: the condo or HOA fee is \$\_\_\_\_\_ per month and/or \$\_\_\_\_\_ per year.
- Complete if applicable: a portion of the Buyer's Agent fee is being paid directly to the Buyer's Agent's Firm by the Buyer in the form of a closing cost credit at closing in the amount of \$\_\_\_\_\_.
- No claim, counterclaim or cause of action for any loss or damage **resulting from an extension required by Buyer's Lender** pursuant to TRID regulations, shall be initiated or maintained by SELLER against BUYER or by BUYER against SELLER, unless caused by breach of the terms of this Leading Edge Real Estate Protection Plan.

_____	_____	_____	_____
BUYER	DATE	BUYER	DATE

_____	_____	_____	_____
SELLER	DATE	SELLER	DATE

**The firms involved are:**

Selling Firm: Leading Edge Real Estate, 2 Mount Vernon Street, Winchester MA 01890 MA License #9499

Agent Name: Alison Socha Agent Email: AlisonSocha@LeadingEdgeAgents.com

Agent Phone: 781.517.0213 Agent RE License #: 9058239/S

Buying Firm:	_____	_____	_____
	Real Estate Firm	Address	RE License #

Agent Name: \_\_\_\_\_ Agent Email: \_\_\_\_\_

Agent Phone: \_\_\_\_\_ Agent RE License #: \_\_\_\_\_

## NOTICE OF AGENCY - check one

\_\_\_\_\_ DESIGNATED AGENCY: Broker previously gave notice of the potential for a designated agency relationship with both Buyer and Seller in connection with your real estate transaction. It was disclosed that a designated agent is a licensee who has been appointed by a the Broker, to represent a buyer or seller, and with consent of that client, another licensee associated with the same broker is authorized to represent the other party in the same transaction. That disclosure was contained in the Exclusive Listing Agreement (for Seller) or in the Exclusive Buyer Representation Agreement (for Buyer). Broker now gives notice that designated agency has occurred and that licensees affiliated with Broker represent both Buyer and Seller in connection with the above named property.

\_\_\_\_\_ DUAL AGENCY: Broker previously gave notice of the potential for dual agency relationship to occur in connection with your real estate transaction. That disclosure was contained either in the Exclusive Listing Agreement (for Seller) or in the Exclusive Buyer Representation Agreement (for Buyer). You previously gave your consent to that relationship. Broker now gives notice that a dual agency has occurred and that Broker and affiliated licensee represents both Buyer and Seller in connection with the above named property. A dual agent is authorized to assist the Buyer and Seller in a transaction, but shall be neutral with regard to any conflicting interest of the Buyer and Seller. Consequently, a dual agent will not have the ability to satisfy fully the duties of loyalty, full disclosure, reasonable care and obedience to lawful instructions, but shall still owe the duty of confidentiality of material information and the duty to account for funds.

Signature (Seller's Agent)	Print Name	Date
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Signature (Buyer's Agent)	Print Name	Date
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BUYER	DATE	BUYER	DATE
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SELLER	DATE	SELLER	DATE
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**INCLUSION/EXCLUSION SHEET FOR:**

225 Upham Street, Melrose MA 02176

ITEM	INCLUDED	EXCLUDED	N/A
REFRIGERATOR	✓		
RANGE (STOVE)	✓		
MICROWAVE			✓
DISHWASHER	✓		
COMPACTOR			✓
A/C (PORTABLE/WNDW)			✓
WASHER	✓		
DRYER	✓		
DINING RM LIGHT	✓		
OTHER LIGHT FIXTURES	✓		
DRAPES/WNDW TREATMENTS CURTAINS/HARDWARE	✓		
FIREPLACE SCREEN & EQUIPMENT	✓		
SWINGSET			✓
SHED			✓
PLAY STRUCTURE			✓
PLANTS/WINDOW BOXES			✓
STEREO SPEAKERS		✓	
C/VAC ATTACHMENTS			✓
POOL EQUIPMENT			✓
TV	✓ (Excluded)		
TV MOUNTS			✓
OTHER <i>House equipment on Front Wall</i>		✓	

SELLER *[Signature]* DATE 8/25/18  
 SELLER *Alison W. Gesto* DATE 8/27/18  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Note: Real Estate law stipulates that anything that is attached to the house must remain with the property unless excluded. E.g. Only window treatments that are permanently attached would stay if not excluded. Only the window treatment hardware that is attached would be expected to stay unless otherwise negotiated. Note refrigerators with ice-makers are plumbed into house and will require disconnection to be moved but can be excluded.

**LEADING EDGE**  
 REAL ESTATE

# PROPERTY TRANSFER NOTIFICATION CERTIFICATION

This form is to be signed by the prospective purchaser before signing a purchase and sale agreement or a memorandum of agreement, or by the lessee-prospective purchaser before signing a lease with an option to purchase for residential property built before 1978, for compliance with federal and Massachusetts lead-based paint disclosure requirements.

### Required Federal Lead Warning Statement:

Every purchaser of any interest in residential 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

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
  - (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
  - (ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the seller (check (i) or (ii) below):
  - (i)  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 (check documents below).
    - Lead Inspection Report;  Risk Assessment Report;  Letter of Interim Control;  Letter of Compliance
  - (ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's or Lessee Purchaser's Acknowledgment (initial)

- (c)  Purchaser or lessee purchaser has received copies of all documents checked above.
- (d)  Purchaser or lessee purchaser has received no documents.
- (e)  Purchaser or lessee purchaser has received the Property Transfer Lead Paint Notification.
- (f)  Purchaser or lessee purchaser has (check (i) or (ii) below):
  - (i)  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
  - (ii)  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)

- (g)  Agent has informed the seller of the seller's obligations under federal and state law for lead-based paint disclosure and notification and is aware of his/her responsibility to ensure compliance.
- (h)  Agent has verbally informed purchaser or lessee-purchaser of the possible presence of dangerous levels of lead in paint, plaster, putty or other structural materials and his or her obligations to bring a property into compliance with the Massachusetts Lead Law - either through full deleading or interim control - if it was built before 1978 and a child under six years old resides or will reside in the property.

### Certification of Accuracy

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

*[Signature]* *8/25/18*  
 Seller Date

*Alison A. Sacha* *8/27/18*  
 Seller Date

Purchaser Date

Purchaser Date

*Alison Sacha* dotloop verified  
08/15/18 5:24PM EDT  
8TRW-NDPH-WVMZ-1TN2  
 Agent Date

Agent Date

Address of Property / Unit 225 Upham Street, Melrose, MA 02176



MASSACHUSETTS ASSOCIATION OF REALTORS

MASSACHUSETTS ASSOCIATION OF REALTORS®
SELLER'S STATEMENT OF PROPERTY CONDITION

THE SELLER AUTHORIZES THE BROKERS OR SALESPERSONS TO PROVIDE THE FOLLOWING INFORMATION TO PROSPECTIVE BUYERS. THIS INFORMATION IS BASED UPON THE SELLER'S KNOWLEDGE, BUT IS NOT INTENDED AS A GUARANTEE OF THE CONDITION OF THE PROPERTY OR THE CONTINUED SATISFACTORY OPERATION OF ANY SYSTEM. THE BUYER SHOULD INDEPENDENTLY VERIFY ALL INFORMATION BEFORE PURCHASE.

Property Address 225 Upham Street, Melrose, MA 02176

ANSWERS

YES NO UNKN

I. TITLE/ZONING/BUILDING INFORMATION

- 1. Seller/Owner Alton Duato and Mark Duato How long owned? 7 years +
2. How long occupied? Since Approximate year built? 1915
3. Have you been advised of any title problems or limitations... No
4. Zoning classification of property (if known) Residential
5. Has your city/town issued a notice of any violation... No
6. Do you know of any variances or special permits? No
7. During Seller's ownership, has work been done for which a permit was required? YES; Fence;
8. Have you been informed that any part of the property is in a designated flood zone or wetlands? No

YES NO UNKN

II. SYSTEM AND UTILITIES INFORMATION

- 10. Has there ever been an UNDERGROUND FUEL TANK? No
11. HEATING SYSTEM: Problems? Explain No
12. DOMESTIC HOT WATER: Type Age 6 Problems? Explain NO
13. SEWAGE SYSTEM: Problems? Explain NO
Type: Municipal Sewer [X] Private [ ]
Name of service company
Date it was last pumped Frequency
During your ownership has sewage backed up into house or onto yard? No [X] Explain
Is system shared with other homes?
Date a Title 5 inspection last performed Copy attached. Yes [ ] No [X]

SELLER'S INITIALS [Handwritten initials]

BUYER'S INITIALS [Empty boxes]



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This form is in use by:
Use by anyone other than a participant in the transaction is strictly prohibited.



ANSWERS

14. PLUMBING SYSTEM: Problems/Leaks/Freezing? Explain \_\_\_\_\_  
 Bathroom ventilation problems? Explain NO

15. DRINKING WATER SOURCE: Public  Private  If private:  
 a) Location \_\_\_\_\_  
 b) Date last tested \_\_\_\_\_ Report: Attached  Not attached   
 c) Water quality problems? Explain \_\_\_\_\_  
 d) Water quantity problems? Explain \_\_\_\_\_  
 e) Flow rate (gal. min.) \_\_\_\_\_  
 f) Age of pump \_\_\_\_\_  
 g) Is there a filtration system? \_\_\_\_\_ Age/Type of filtration system \_\_\_\_\_

16. ELECTRICAL SYSTEM: Problems? Explain \_\_\_\_\_

17. APPLIANCES: List appliances that are included All Appliances including washer/dryer/gas oven/Freezer  
 Any known problems? \_\_\_\_\_  
 If yes, explain \_\_\_\_\_

18. SECURITY SYSTEM: None  Type  Age  Company \_\_\_\_\_  
 Problems? Explain \_\_\_\_\_

19. AIR CONDITIONING: Central  Window  Other  None   
 Problems? Explain Split air handlers (4) not connected to air compressor (external)

**III. BUILDING/STRUCTURAL IMPROVEMENTS INFORMATION**

20. FOUNDATION/SLAB: Problems? Explain \_\_\_\_\_

21. BASEMENT: Water  Seepage  Dampness   
 Explain amount, frequency, and location Along rains only  
 a) Sump pump? If yes, age,  location Basement Problems?  NO

22. ROOF: Problems? Explain New 2016-2017  
 Location of leaks/repairs NA

23. CHIMNEY/FIREPLACE: Date last cleaned 2011 Problems? NO  
 Wood/Coal/Pellet Stove in compliance with installation regulations/code/bylaws?  
 If not, explain \_\_\_\_\_

24. History of smoke/fire damage to structure, if any? Explain \_\_\_\_\_

25. FLOORS: Type of floors under carpet/linoleum? HARDWOOD  
 Problems with floors (buckling, sagging, etc.)? Explain \_\_\_\_\_

26. WALLS:  
 a) INTERIOR Walls: Problems? Explain \_\_\_\_\_  
 b) EXTERIOR Walls: Problems? Explain \_\_\_\_\_

27. WINDOWS/SLIDING DOORS/DOORS: Problems or leaks? Explain 95% New Replacements 2012-2017

28. INSULATION: Does house have insulation? If yes, type \_\_\_\_\_ Date installed \_\_\_\_\_ Location Hybrid

29. ASBESTOS: Do you know whether asbestos is present in exterior shingles, pipecovering or boiler insulation?  
 Has a fiber count been performed?  
 If yes, attach copy \_\_\_\_\_  
 (See Asbestos disclosure Page 4)

30. LEAD PAINT: Is lead paint present?  
 If yes, locations (attach copy of inspection reports) \_\_\_\_\_  
 If yes, describe abatement plan/interim controls, if any \_\_\_\_\_  
 Has paint been encapsulated? If yes, when and by whom?  
 (See Lead Paint disclosure Page 4)

31. RADON: Has test for radon been performed? If yes, attach copy \_\_\_\_\_  
 (See Radon disclosure Page 4)

32. INSECTS: History of Termites/Wood Destroying Insects or Rodent Problems? If yes, explain treatment and dates \_\_\_\_\_  
 (See Chlordane disclosure Page 4)

SELLER'S INITIALS [Signature] [Signature]

BUYER'S INITIALS

**ANSWERS**

- 
- 
- 

- 33. SWIMMING POOL/JACUZZI: Problems? Explain \_\_\_\_\_  
Name of service company \_\_\_\_\_
- 34. GARAGE/SHED/OR OTHER STRUCTURE: Problems, explain NP
- 35. Have you been advised of elevated levels of mold at the Property?  
Explain \_\_\_\_\_

- YES NO UNKN
- 

**IV. MISCELLANEOUS INFORMATION**

- 36. Do you know of any other problem which may affect the value or use of the property which may not be obvious to a prospective buyer?  
Explain \_\_\_\_\_

- YES NO UNKN
- - 
  - 
  - 
  -

**V. CONDOMINIUM INFORMATION**

- 37. If converted to condominium, are documents recorded (Master deed/Unit deed etc.)?
- 38. PARKING: Number of Spaces 4 Of those spaces, identify number that are \_\_\_\_\_ deeded; \_\_\_\_\_ exclusive easements; \_\_\_\_\_ assigned; \_\_\_\_\_ Unassigned or in common area?
- 39. CONDO FEES: Current monthly fees for Unit are \$ \_\_\_\_\_  
Heat included? Yes  No   
Electricity included? Yes  No
- 40. RESERVE FUND: Has an advance payment been made to a condo reserve fund?  
If yes, how much \$ \_\_\_\_\_
- 41. CONDO ASSOC. INFO: Is owners' association currently involved in any litigation? \_\_\_\_\_  
If yes, explain \_\_\_\_\_
- 42. Have you been advised of any matter which is likely to result in a special assessment or substantially increase condominium fees?  
Explain \_\_\_\_\_

- YES NO UNKN
- - 
  -

**VI. RENTAL PROPERTY INFORMATION**

- 43. NUMBER OF UNITS: \_\_\_\_\_  
Has a unit been added/subdivided since original construction?  
If yes, was a permit for new/added unit obtained? \_\_\_\_\_
- 44. RENTS: Number of units occupied \_\_\_\_\_ Rents \$ \_\_\_\_\_ /month  
Expiration date of each lease \_\_\_\_\_  
Any tenants without leases? \_\_\_\_\_  
Is owner holding last month's rent \_\_\_\_\_ security deposit? \_\_\_\_\_  
If yes, has interest been paid? \_\_\_\_\_  
If security deposit held attach a copy of statements of condition. Attached  Not attached
- 45. Is there any outstanding notice of any sanitary code violation? Yes  No  Explain \_\_\_\_\_

**VII. ACKNOWLEDGMENT**

Seller(s) hereby acknowledge that the information set forth above is true and accurate to the best of my (our) knowledge. I (we) further agree to defend and indemnify the broker(s) and any subagents for disclosure of any on the information contained herein. Seller(s) further acknowledge receipt of copy of Seller's Statement of Property Condition.

Date 8/26/18 Seller [Signature] Seller [Signature] 8/27/18

Buyer/Prospective Buyer acknowledges receipt of Seller's Statement of Property Condition before purchase. Buyer acknowledges that Broker has not verified the information herein and Buyer has been advised to verify information independently. BUYER is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality.

Date \_\_\_\_\_ Buyer \_\_\_\_\_ Buyer \_\_\_\_\_  
SELLER'S INITIALS \_\_\_\_\_ BUYER'S INITIALS \_\_\_\_\_



### VIII. EXPLANATORY MATERIAL

The following clauses are provided for descriptive purposes only. For detailed information, consult the Massachusetts Department of Public Health, the Massachusetts Department of Environmental Protection, or other appropriate agency, or your attorney.

#### A. Flood Hazard Insurance Disclosure Clause (Question #8)

The lender may require Flood Hazard Insurance as a condition of the mortgage loan if the lender determines that the property is in a flood hazard zone.

#### B. Hazardous Materials Disclosure Clause (Question #10)

In certain circumstances Massachusetts law can hold an owner of real estate liable to pay for the cost of removing hazardous or toxic materials from real estate and for damages resulting from the release of such materials, according to the Massachusetts Oil and Hazardous Material Release and Response Act, General Laws, Chapter 21E. The buyer acknowledges that he may have the property professionally inspected for the presence of, or the substantial likelihood of release of oil or hazardous material and such proof of inspection may be required as a prerequisite for financing the property.

#### C. Asbestos Disclosure Clause (Question #29)

The United States Consumer Product Safety Commission has maintained that asbestos materials are hazardous if they release separate fibers which can be inhaled. Asbestos is a common insulation material on heating pipes, boilers, and furnaces. It may also be present in certain types of floor and ceiling materials, shingles, plaster products, cements and other building materials. The buyer may have the property professionally inspected for the presence of asbestos and if repair or removal of asbestos is desired, proper safety guidelines must be observed.

#### D. Lead Paint Disclosure Clause (Question #30)

Whenever a child under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner is required by law, to remove all said paint, plaster or cover with appropriate materials so as to make it inaccessible to a child under six years of age. Consumption of lead is poisonous and may cause serious personal injury. Whenever such residential premises containing dangerous levels of lead undergoes a change of ownership, as a result, a child under six years of age will become a resident, the new owner is required by law to remove said paint, plaster cover or encapsulate it with appropriate materials so as to make it inaccessible to such child. Buyer should receive information pamphlet from Department of Public Health.

#### E. Radon Disclosure Clause (Question #31)

Radon is an odorless, colorless, tasteless gas produced naturally in the ground by the normal decay of uranium and radium. Radon can lead to the development of radioactive particles which can be inhaled. Studies indicate the result of extended exposure to high levels of radon may increase the risk of developing lung cancer.

#### F. Chlordane Disclosure Clause (Question #32)

Pesticide products containing chlordane were banned in Massachusetts on June 11, 1985, following a determination by the Department of Food and Agriculture that the use of chlordane may cause unreasonable adverse effects on the environment including risk of cancer. Although existing data does not conclusively prove that significant health effects have occurred as a direct result of chlordane use, the long-term potential health risks are such that is prudent public health policy, according to the Department, to eliminate the further introduction of chlordane into the environment.



#### G. Mold Information

Molds are naturally occurring organisms that exist both indoors and outdoors. More than 1000 different kinds of mold have been found in homes in the United States. Molds are fungi that reproduce by making spores. Spores are small and lightweight and able to travel through the air. Molds need moisture and food to grow and their growth is stimulated by warm, damp and humid conditions. Molds can use materials such as wood, paper, drywall and carpet as food sources. Reducing dampness indoors is often key to reducing the growth of mold. Depending on the level of mold, allergies, respiratory problems and other health consequences can be triggered in sensitive individuals. However, exposure to mold does not always result in health problems. As of July of 2002, U.S. governmental agencies reported that a determination had not been made what quantity of mold was acceptable in an indoor environment. For more information on mold, contact an engineer or other qualified mold inspector. Information may also be found at the web site for the U. S. Environmental Protection Agency, [www.epa.gov](http://www.epa.gov).

#### H. Fair Housing Notice

It is unlawful to discriminate on the basis of race, color, religious creed, national origin, age, gender, sex, ancestry, marital status, veteran status, sexual orientation, disability, presence of a child, receipt of public assistance or other protected classification in the sale or rental of covered housing.

SELLER'S INITIALS

BUYER'S INITIALS

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**MASSFORMS™**  
Statewide Standard Real Estate Form

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GROSS INTERNAL AREA  
 FLOOR 1: 1679 sq ft, FLOOR 2: 1321 sq ft  
 FLOOR 3: 734 sq ft, EXCLUDED AREAS:  
 REDUCED HEADROOM BELOW 1.5M: 27 sq ft  
 TOTAL: 3734 sq ft



City of Melrose Public GIS

Printed on 09/05/2018 at 04:45 PM



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# LETTER TO BUYERS AND SELLERS - BEST PRACTICE FOR SMOOTH TRANSACTIONS

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**We ask parties to live by the golden rule when making or receiving an offer.  
Treat the other side the way you would want to be treated.**

Advice to sellers: if you receive an offer, respond to it in a timely manner. Work with the "bird in the hand." Buyers understandably get upset if they feel their offer is being leveraged for another offer that may or may not materialize. This alienates a potentially good buyer and gets negotiations off to a bad start.

Advice to buyers: make offers in good faith. If you find yourself in a position of multiple offers, or if you feel the only way to put a house under agreement when it is new to the market is to pay top price, then don't try to renegotiate the price after a home inspection. Only offer a price that you feel comfortable with and always assume that the house will need work and budget accordingly. All houses need work. Please be patient after submitting an offer. We often have to wait to get in touch with the seller who may need to talk to an attorney, spouse, partner or extended family. Expect a long delay if the seller is an estate or bank. We will do our best to explain the circumstances and respond to you as soon as we can. There are many reasons a response may not be immediately available - please try to understand. We know waiting can be anguishing.

### **The Purpose of a Home Inspection: Rules of the Road for Buyers and Sellers**

Everyone needs to keep in mind that most of the housing stock we have in Greater Boston and surrounding communities is USED. The purpose of a home inspection is to inform a buyer about what he or she is buying, not to renegotiate the sale price of a property. When potential Buyers are MAKING AN OFFER THEY SHOULD BUDGET TO SPEND THEIR OWN FUNDS TOWARD THE REPAIRS SUGGESTED BY THE HOME INSPECTOR. It would not be unusual for that sum to add up to many thousands of dollars. We ask all buyers to take this into consideration when they make their offer so that they don't feel they overpaid if they discover things that need to be fixed in the house. No house is perfect no matter how well maintained. We as REALTORS have priced a property taking into consideration its location, size, configuration, number of rooms, bedrooms and bathrooms, lot size and general condition. Buyers are always taken by surprise by the costs of maintenance and repairs to a house and want to renegotiate the price after home inspection. We ask that you don't shop in a price range that stretches your household budget so much you cannot assume the maintenance of a house. Do you have access to thousands and thousands of dollars over the next 5-10 years to take care of the items your home inspector will inevitably find? If not, you may not be a good match for a used house. So, except for some very expensive item that needs immediate repair that you could never have known about without an inspection, we expect the buyer to assume the house and its issues at closing. That is normal. We keep hearing from buyers, "I knew I'd have to do some work, but I just can't afford to go forward without a price adjustment." So we ask you to take this very real issue into consideration now, before you make an offer on a house you can't afford.

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It is the job of all home inspectors to highlight maintenance issues, look for pests and insects, point out needed repairs, assess structural condition and scrutinize major systems like plumbing, electric, heat and roof. Every home inspection, even in the best maintained home, turns up multiple issues. Commonly we find that a chimney or wall needs re-pointing, that fireplaces aren't lined, (new building codes require linings - however old fireplaces are often triple bricked which may in fact be a better, but more expensive way to build a chimney than today's current code requires). It is not uncommon for some electrical wire to be loose or not properly boxed or for homes to have knob and tube wiring. Expect to have to upgrade electrical service; today's buyers have needs for computers and equipment that many of our sellers never faced. We see that ropes in windows are broken, that older kitchens and baths do not have GFI outlets and that lots of physical things that currently exist do not meet updated building codes. Our older housing stock has older waste pipes, water services, heating systems, roofs, exterior shingles and gutters, fascia boards and plumbing. It is typical for roofs to be installed without vents, and insulation not to be in keeping with your home inspector's recommendations. Powder Post Beetles and termites have left their damage scars in virtually all basements in older homes. When a basement is finished, a home inspector will tell you that he can't determine what is going on in the sills and joists behind the covered walls, so take that into consideration now when you make your offer. We don't want you backing out of the deal later because you don't know what is covered up in the finished basement.

Another very common issue in our 19th C. homes is settling and sloping. Some home inspectors will sound the alarm of structural problems when floors tip. If you see tree trunk columns in the basement, know that a home inspector will suggest you put in steel columns in concrete footings (at about \$1500 apiece - the seller has lived without steel columns - so this is a buyer's expense - budget accordingly). Homeowners with slanting floors think it's part of the charm. If you don't want that charm, don't make an offer on a home with floors that aren't level. Buyers should not expect sellers to upgrade a house for them. Every buyer should expect most, if not all, of these things in our beautiful older housing stock.

We ask everyone to further understand that every home inspector has his own opinion as to the proper maintenance of a home. Please remember that the issues that are brought up by the home inspector have probably not been a concern to the current homeowner. (The house is functioning fine from their perspective and they may like their old fuses... and the corrosion on the pipe feeding the laundry has never leaked... they are used to the windows that won't stay up...they've been having fires in their fireplaces for years, ...etc.)

Please do not expect a seller to negotiate on something visible to the eye: tree roots uprooting sidewalks, tree limbs or trees too close to the house, cracked tile in the bathroom or cracked windows, rotting bulkhead doors, gutters that are broken or disconnected, etc. We expect that you have carefully seen the property and that problems that are in plain view have been taken into consideration when you make an offer. Also, expect a home inspector to recommend maintenance items like servicing the heating system or cleaning the gutters. The purpose of the home inspection is not to compensate a buyer for the perfect house, but to make them aware of the items they will need to address when they buy the home. Again, these are buyer's expenses and should be anticipated.

Just because a home inspector recommends a lightning rod, updated electrical system, vinyl siding, new storms and screens, GFI outlets or lining the chimney, does not mean that the seller should be responsible for these or any other improvements for the new buyer. (We have witnessed home inspectors recommending things that we feel would hurt the value of a property like vinyl siding in an area where natural siding has higher value!)

A significant sea change has occurred in the way pest control companies look at homes for pest problems, most notably termites. Until recently pest companies only recommended treatment if there were signs of active termites in the house. Today, many pest companies, concerned about liability, are recommending treatments for every home they inspect.

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Rotting wood near the ground, termite activity in landscape timbers and under rocks near the foundation, and termite damage in porches and sills are common, and most companies are recommending treatment even if the damage is a century old. It is also the policy of many chemical companies not to distinguish between old and active termite damage. Further, it is the policy of many companies to always recommend treatment if there is any evidence of damage, past or present. Because it is evident that some termite or wood boring insect damage is present in almost every property that we list we would like to set a standard for negotiations. We believe it is a seller's responsibility to treat for termite damage if, and only if, termite mud tubes are found to be present in the structure of the main house or an attached garage or if there is evidence of "swarming". This is the industry standard for active termites. We also believe that all buyers who elect to have a pest inspection should be prepared to follow up on the recommended treatment of the pest control company after they purchase their house if mud tubes or swarming are not present. Sheds and detached garages are not considered the main house and are very attractive to pests. Buyers should be prepared to treat those structures when they purchase a home as normal home maintenance and not expect the seller to compensate them for such.

On occasion there are major issues which cannot be known to the buyer, or perhaps even the seller, without the more in-depth investigation usually done by a home inspector or specialist, (e.g. extensive termite damage). There is a possibility that such an issue might require negotiating and/or repair. A cash settlement may be warranted so that work can be done to the satisfaction of the new owner.

**ADVICE FOR BUYERS** - if you want to make the terms of your offer more favorable to a seller you should agree to do your home inspection within three days of an accepted offer and sign a purchase and sale as soon thereafter as possible (7 days). Sellers cannot accept other offers while you have it under agreement, and they lose valuable marketing time not knowing whether or not their deal is solid. A deal is solid when there is a fully executed Purchase and Sale and if the bank has issued a commitment letter. Also, please disclose to the seller in writing if you will be using a government loan (FHA or VA) when you make your offer. Under no circumstance will the seller consider an offer contingent on the closing of the buyer's property. Every transaction has inherent risk for both parties. A buyer who attempts to eliminate all risk on their end creates high risk for the seller which is simply unacceptable. A buyer cannot expect the seller to assume all the risk. Consult an experienced real estate attorney.

**WARNING** - It is our experience that many banks/mortgage companies are very eager for your loan and will promise you the moon but are having difficulty delivering on their promises. (Read: the loan you get at closing isn't the one you thought you were getting.) In addition to causing delays with some financing, there are a lot of bank/mortgage operations that are using attorneys, appraisers, surveyors and title examiners who do not complete their work in time to meet the financing deadline. Unfortunately, many buyers who are purchasing homes we have listed have experienced carelessness, oversights and ineptness with the bank they have chosen and are unable to close on time. New HUD regulations are wreaking havoc with closing on the contract date. The buyer's deposit (five percent of the sale price) is at risk if they are unable to perform or close on the date required by their contract. It is not unreasonable for the seller to want a large sum of money to agree to extend the closing in order to bridge their next purchase or to compensate them for not closing on time. We are happy to provide a long list of reliable lenders, but if a buyer chooses to work with someone else and the closing is delayed, we will consider the buyer forewarned, and will be less likely to be sympathetic when trouble arises from a bank that is not on our list of reliable lenders. Buyers can also request that a local attorney be used to do the conveyancing which tends to streamline the process. Buyers may, of course, use the bank of their choosing but it is our goal for every transaction to go smoothly. We have learned that the people we rely upon will do a good job for their clients, the buyer (s). This warning is simply to prevent any misery in the buyer's life. We would be glad to furnish names of people who wish they had taken this advice.

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# OFFER SUBMISSION INSTRUCTIONS

## WHEN SUBMITTING AN OFFER, PLEASE INCLUDE THE FOLLOWING:

- Initialed and signed InfoPack documents from MLS or ShowingTime
- Pre-approval Letter
- Earnest deposit check copy, please cross off bank routing & account information on the copy to remain in compliance with WISP protocol

## IF YOU ARE SUBMITTING VIA EMAIL:

Please send all offers to:

LindaAndAlison@LeadingEdgeAgents.com

And copy:

LisaFig@LeadingEdgeAgents.com

(Lisa, our Client Care Manager, will get back to you confirming your offer has been received.)

## IF YOU ARE SUBMITTING VIA DOTLOOP:

Please share all offers with:

AlisonSocha@LeadingEdgeAgents.com

Please set proper expectations for reply: We will acknowledge receipt of your offer and inform you if any documents need to be modified. All offers will be shared with the seller(s) for review and we will be in touch with a response as soon as possible, but please note that you may not receive an update until the following day. The Executed offer will not be released until we have offer check in hand and correctly completed Lead Paint Acknowledgement and other info pack documentation.

Thank you for your interest in our property. If you wish to speak to either one of us you may call:

Alison or Linda at 781.517.0213

## PLEASE COMPLETE THE FOLLOWING AND ATTACH WITH OFFER:

Agent Name: \_\_\_\_\_ | Office: \_\_\_\_\_

Email: \_\_\_\_\_ | Mobile: \_\_\_\_\_

Buyer Name(s): \_\_\_\_\_

Purchase Price: \_\_\_\_\_ | Inspection Date: \_\_\_\_\_

P&S Date: \_\_\_\_\_ Day of Week: \_\_\_\_\_

Financing Amount: \$ \_\_\_\_\_ / \_\_\_\_\_ % | Financing Date: \_\_\_\_\_

Loan Officer Name & Phone: \_\_\_\_\_ Lender: \_\_\_\_\_

Closing Date: \_\_\_\_\_ Day of Week: \_\_\_\_\_

Additional Terms: \_\_\_\_\_

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