258 SHIRLEY STREET, UNIT 2



LIST PRICE \$329,900

Winthrop by the Sea, a hidden gem just 6 miles to downtown Boston. Commuters take your pick: bus line diagonal from your front steps to Orient Heights train station or the more scenic seasonal ferry from town landing directly to Rowes Wharf. Enjoy all that Winthrop has to offer in your free time as this coastal lifestyle provides beaches, boating or hike along the 3 mile Deer Island trail with gorgeous Harbor Island views. Thoughtfully updated and boasting outstanding space, this six room second floor unit sparkles. Gleaming hardwood floors, fabulous natural light and turn of the century charm, like bay windows, moldings and high ceilings. Brand new eat-in kitchen features granite counters, subway tile backsplash, white cabinetry and new flooring. Three bedrooms, home office, in unit laundry and one deeded parking spot make this home a score. Freshly painted throughout. Come call this charming community "home"!

KIM IZZI

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258 SHIRLEY STREET, UNIT 2 | WINTHROP



Condo Fee Includes: Master Insurance, Flood Insurance, S	now
Removal, Water/Sewer, Common Electric and Reserves	

Living Room	15×13	2nd	HWF
Kitchen	13×13	2nd	Vinyl
Bedroom	14×13	2nd	HWF
Bedroom	13×11	2nd	HWF
Bedroom	10x10	2nd	HWF
Office	11×10	2nd	HWF
Bathroom	Full	2nd	Tile

Style	Garden
Year Built	
Year Converted	2018
Rooms	
Bedrooms	
Bathrooms	1 Full
Living Area	NOT SERVED WE
Range	
Dishwasher	No
Disposal	No
Microwave	No
Laundry	In-unit Electric

Color	White
Exterior	Vinyl
Roof	Flat Rubber
Foundation	Concrete Block
Fireplace	No
Lined?	N/A
Porch	Yes Front
Parking	1c Parking Deeded
Assessed Value	TBD
Annual Tax	TBD
Monthly Tax	TBD
Master Book/Page	60321/01
Deed Date	10/23/2018

AC	No
Heat	FHW Gas
Hot Water	Tank Electric
Sump Pump	No
Insulation	Partial
Electric	СВ
Fenced Yard	No
Sewer/Water	MWRA
Condo Fee	\$391. <i>7</i> 1
Owner Occupied	New Conversion
Condo % Interest	35%
Storage	In-Unit
Pet Policy	Yes w/restrictions*
Condo Questionnaire	No
Special Assessments	No
Management Co.	Self Association

Exclusions: See Inclusion/Exclusion Sheet. Disclosures: Property is in a flood zone and requires flood insurance which is included in the monthly condo fee. Unit floor plan has been slightly altered since recording. Room description on floor plans may differ from MLS info. Taxes are based on 3Family, to be reassessed by town as condos. Domestic pets up to 100lbs per pet, Limit of 2. Breed Restrictions. See condo docs for details. Room measurements are estimated and vary between listing info & floor plans. If the unit is developer-held, Buyer agrees to place 2 months of condo fees into the association account at closing and also reimburse the developer for prepaid Master Insurance. 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.

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INCLUSION/EXCLUSION SHEET FOR: 258 Shirley St Unit 2 Winthrop 02152

ITEM	INCLUDED	EXCLUDED	N/A
REFRIGERATOR	X		
RANGE (STOVE)	X		
MICROWAVE		X	
DISHWASHER		X	
COMPACTOR		X	
A/C (PORTABLE/WNDW)		X	
WASHER		X	
DRYER		X	
DINING RM LIGHT	and provide section 2	X	
OTHER LIGHT FIXTURES	X		
DRAPES/WNDW TREATMENTS CURTAINS/HARDWARE		X	
FIREPLACE SCREEN & EQUIPMENT			X
SWINGSET			X
SHED			х
PLAY STRUCTURE			Х
PLANTS/WINDOW BOXES			Х
STEREO SPEAKERS	44.44.		х
C/VAC ATTACHMENTS			х
POOL EQUIPMENT		Torrest the second seco	x
TV & MOUNTS			X1
OTHER			X
SELLER Roberta Marmiani dolloop 11/05/1	verified 8 9:19PM EST FFA-VQSY-86XA	DATE <u>11/5/18</u>	
SELLER		DATE <u>11/5/18</u>	
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.



Seller's Disclosure

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.

(a)	(i) Known lead-based paint and/or le	ad-based paint hazards (o d/or lead-based paint haz	theck (i) or (ii) below); ards are present in the housing	g (explain).
(b)	(ii) Seller has no knowledge of Records and reports available to the se (i) Seller has provided the pur paint hazards in the housing (check do Lead Inspection Report; Risk (ii) Seller has no reports or records.	eller (check (i) or (ii) belo chaser with all available ocuments below). c Assessment Report;	ow): records and reports pertaining Letter of Interim Control;	g to lead-based paint and/or lead-based Letter of Compliance
Pu: (c) (d) (e) (f)	Purchaser or lessee purcha	er has received copies of er has received no documer er has received the Prope er has (check (i) or (ii) be nity (or mutually agreed ad-based paint hazards; of	Fall documents checked above nents. crty Transfer Lead Paint Notifi elow): I upon period) to conduct a sor	ication.
(g) noti (h) plas Lav	iligation and is aware of his/her respon	sibility to ensure complied d purchaser or lessee-pur and his or her obligation	ance. rchaser of the possible present is to bring a property into cor	aw for lead-based paint disclosure and ce of dangerous levels of lead in paint, mpliance with the Massachusetts Lead ader six years old resides or will reside
Cer	rtification of Accuracy			
The prov	following parties have reviewed the invided is true and accurate.	nformation above and ce	rtify, to the best of their know	vledge, that the information they have
R	berta Marmiani	datioop verified 04/02/19 10:27 AM EOT CPZM-K258-XN2Y-XMAN		
Sen	er	Date	Seller	Date
Pur	chaser	Date	Purchaser	Date
Kî	m Izzi	dotloop verified 04/01/10 10:31 AM EOT TWNR-TVPA-XXRC-YXGC		
Age	ent	Date	Agent	Date
Add	tress of Property / Unit <u>258 Shirley S</u>	t Unit \$:Vinthrop 02	152	
CLPP	P Form 94-3, 6/30/94, Rev. 12/10	1	1	THE RESIDENCE OF THE PERSON OF
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LETTER TO BUYERS AND SELLERS -

BEST PRACTICE FOR SMOOTH TRANSACTIONS

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 Buvers 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, facia 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 lightening 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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