# 258 SHIRLEY STREET, UNIT 3



## **LIST PRICE** \$329,900

This top floor unit offers golf course views and generously scaled rooms graced with high ceilings and turn of the century charm, like bay windows, moldings and gleaming hardwood floors. Recently refreshed eat in kitchen hosts granite counters, subway tile, and new flooring. Three bedrooms, in unit laundry, home office and one car deeded parking. 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. Beaches, boating or hike along the 3 mile Deer Island trail with gorgeous Harbor Island views are just a few of things you can enjoy in this coastal community. Relax and enjoy your maintenance free lifestyle here in Winthrop by the Sea.

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## 258 SHIRLEY STREET, UNIT 3 | WINTHROP



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

Living Room	13×13	3rd	HWF
Kitchen	13×13	3rd	HWF
Bedroom	14x13	3rd	HWF
Bedroom	11×11	3rd	HWF
Bedroom	10×10	3rd	HWF
Office	11×10	3rd	HWF
Bathroom	Full	3rd	Tile
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Garden	Color	White	AC	No
	Exterior	Vlavi		FHW   Gas
1900	Exterior	VIIIyi	Hot Water	Tank   Electric
2018	Roof	Flat   Rubber	Sump Pump	No
	Foundation	Concrete Block	Insulation	Partial
6			Electric	СВ
-	Fireplace	No	Fenced Yard	No
5	Lined?	N/A	Sewer/Water	MWRA
1 Full	Porch	Yes   Front	Condo Fee	\$391.71
	Parking	1c Parking   Deeded	Owner Occupied	New Conversion
1,030 sq/ft			Condo % Interest	35%
Gas	Assessed Value	ТВО	Storage	In-Unit
No	Appual Tay	TBD	Pet Policy	Yes w/restrictions*
No			Condo Questionnaire	No
No			Special	No
In-unit   Electric	Deed Date	10/23/2018	Management Co.	Self   Association
	1900 2018 6 3 1 Full 1,030 sq/ft Gas No No	Exterior	Exterior   Vinyl	Exterior Vinyl Hot Water  Pool Plat   Rubber Sump Pump  Poundation   Concrete Block   Insulation    Electric   No   Fenced Yard    Lined?   N/A   Sewer/Water    1 Full   Porch   Yes   Front   Condo Fee    1,030 sq/ft   Parking   1c Parking   Deeded   Condo % Interest    Gas   Assessed Value   TBD   Storage    No   Annual Tax   TBD   Condo    No   Monthly Tax   TBD   Condo    No   Master Book/Page   60321/01   Assessments    Descript   Electric   Parking   10000    Master Book/Page   60321/01   Assessments    Descript   Electric   Parking   10000    Rot   Parking   Rot   Rot   Rot   Rot   Rot    Rot   Rot   Rot   Rot   Rot    Rot   Rot   Rot   Rot    Rot   Rot   Rot   Rot    Rot   Rot    Rot   Rot   Rot    Rot   Rot   Rot    Rot

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.

BUYER'S INI	TIALS	$\neg \cap \neg$
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### INCLUSION/EXCLUSION SHEET FOR:

258 Shirley St, Unit 3, Winthrop 02152

ITEM	INCLUDED	EXCLUDED	N/A
REFRIGERATOR	x		
RANGE (STOVE)	x		
MICROWAVE		X	
DISHWASHER		x	
COMPACTOR		X	Victor
A/C (PORTABLE/WNDW)		x	
WASHER		X	-3 450
DRYER		Х	
DINING RM LIGHT		X	
OTHER LIGHT FIXTURES	Х		
DRAPES/WNDW TREATMENTS CURTAINS/HARDWARE		X	
FIREPLACE SCREEN & EQUIPMENT			X
SWINGSET			х
SHED			x
PLAY STRUCTURE			Х
PLANTS/WINDOW BOXES			X
STEREO SPEAKERS			х
C/VAC ATTACHMENTS			X
POOL EQUIPMENT			Х
TV & MOUNTS			X
OTHER			х
SELLER Roberta Marmiani dolloop 04/02/1	verified 9 10:27 AM EDT 8HW-JJM3-ERSR	DATE <u>4/2/19</u>	
ELLER		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)	Presence of lead-based paint and/or lead-based  (i) Known lead-based paint and/or lead-based pain			
(b)	(ii) Seller has no knowledge of lead-to Records and reports available to the seller (c) Seller has provided the purchaser paint hazards in the housing (check document Lead Inspection Report; Risk Assetti) Seller has no reports or records per seller has no reports per	heck (i) or (ii) belo with all available r nts below). ssment Report;	w): ecords and reports p Letter of Interim C	pertaining to lead-based paint and/or lead-based ontrol;    Letter of Compliance
	chaser's or Lessee Purchaser's Acknow	wledgment (initia	1)	
(c)	Purchaser or lessee purchaser has			ed above.
(d) (e)	Purchaser or lessee purchaser has Purchaser or lessee purchaser has			int Notification
$\widehat{\omega}$	Purchaser or lessee purchaser has	(check (i) or (ii) be	low):	
	(1) received a 10-day opportunity (concerning presence of lead-based paint and/or lead-based paint and	or mutually agreed ed paint hazards; or	upon period) to co	nduct a risk assessment or inspection for the
	(ii) waived the opportunity to conclead-based paint hazards.	luct a risk assessn	nent or inspection	for the presence of lead-based paint and/or
(g) noti (h) plas Law	The structure of his/her responsibility  Agent has verbally informed purce ter, putty or other structural materials and h	y to ensure complia: haser or lessee-pure is or her obligation:	nce. chaser of the possibl s to bring a property	d state law for lead-based paint disclosure and e presence of dangerous levels of lead in paint, into compliance with the Massachusetts Lead whild under six years old resides or will reside
The	rtification of Accuracy following parties have reviewed the information is true and accurate.	ation above and cer	tify, to the best of t	heir knowledge, that the information they have
R.	berta Marmiani	dotloop verified 04/02/19 10:27 AM EDT CPZM-K25B-XNZY-XMAN		
Sen	er Date		Seller	Date
Puro	chaser Date		Purchaser	Date
Ki	n Izzi	detloop verified 04/01/19 10:31 AM EDT TWNR-TVPA-XXRC YXGC		
Age			Agent	Date
Add	ress of Property / Unit 258 Shirley St Uni	t <b>\$</b> Vinthrop 021	52	The state of the s

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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 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.

Buyer's	INITIALS	

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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.

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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