

281 OCEAN ST, UNIT 2 LYNN | 01902

LEADING EDGE
REAL ESTATE



LIST PRICE \$249,000

Incredible condo in the historic Lucian Newhall House awaits! Listed on the National Register of Historic Places in 1985 for architectural and historic significance, this house is a high quality example of Second Empire Architecture. It is one of the most visually prominent homes in the area as it is the stately Gateway to the Historic Diamond District. One block to the ocean and two to King's and Nahant Beaches as well as close to main routes, commuter rail and bus - this beauty will surely please. True to the Second Empire style, it is resplendent in rich architectural detail which is enhanced by exterior paint selection. We invite you to note the concave shaped, classic mansard roof with centered cupola, molded cornices and brackets; the dormered windows with copper roofs, eyebrow pediments and framed windows; as well as dentil moldings, bays and quoining. These period elements continue inside, including oversized mahogany moldings, soaring 11' ceilings and beautiful room details, which are seamlessly blended into a masterful renovation crafting an open concept main living area. Gleaming hardwood flooring and deep crown moldings adorn the living spaces, which are bathed in gorgeous natural sunlight through the over-size windows. The kitchen with dining area boasts original curved woodwork in the bay and the kitchen aesthetic pays homage, while also including granite counters and stainless appliances. The living room features enough scale to create multi-functional areas and hosts a large closet. The renovated bath exudes a zen-like feel and the bedroom offers ample room as a retreat. Relax in the enclosed garden and patio oasis, a true escape! Enjoy sunrises and sunsets, beach days and cool evening breezes as you stroll or jog along the stunning New England shoreline! Walk to Central Square to experience Lynn's thriving dining and cultural scene, plus easy access to Boston on the commuter rail or 10 minute drive to Wonderland Blue Line. Amazing history, detail, prime location and easy commuter access make this a dream for the workday and weekend. One car parking and street parking.

ALISON SOCHA & LINDA O'
AGENT EXPERTISE TEAM

781.517.0213

LindaandAlison@LeadingEdgeAgents.com

AgentExpertise.com

LEADING EDGE Real Estate

536 MAIN STREET, MELROSE | 781.979.0100



281 OCEAN STREET, UNIT 2 | LYNN



Condo Fee Includes: Master Insurance, Gas Heat, Water, Landscaping, Common Electric, Common Cleaning and Reserves

Living Room	2nd	17x16	Wood
Kitchen	2nd	16x10	Wood
Bedroom	2nd	16x14	Wood
Bathroom	2nd	Full	Tile

Style	Garden
Year Built	1865
Year Converted	2018
Rooms	3
Bedrooms	1
Bathrooms	1 Full
Living Area	750 sq./ft.
Lot Size	Common Area
Color	Gray
Exterior	Wideboard
Roof	Mixed
Foundation	Fieldstone
Fireplace	No
Parking	1c Parking Assigned

AC	No
Heat	FHW Gas*
Hot Water	Electric
Sump Pump	No
Insulation	Mixed
Electric	CB
Fenced Yard	Partial
Sewer/Water	LWSC City
Schools	Harrington Marshall Lynn English
Range	Electric
Dishwasher	Yes
Disposal	Yes
Microwave	Yes
Laundry	Common Coin-Op

Condo Fee	\$281.00
Owner Occupied	25% (1 of 4)
Condo % Interest	17%
Storage	LL Open
Pet Policy	No Pets
Condo Questionnaire	No
Special Assessments	No
Management Co.	Self-Managed
Assessed Value	\$212,800
Annual Tax	\$3,133.70
Monthly Tax	\$261.00
Master Book/Page	36690 66
Master Deed Date	5/2/2018

Exclusions: See Inclusion/Exclusion Sheet. **Disclosures:** Heat is shared for units 1-4 and is included in the condo fee. Heating system shared by #2-4 may be replaced which would effect the condo fee to cover the installation. 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

INCLUSION/EXCLUSION SHEET FOR:

281 Ocean Street, Unit 2, Lynn MA 01902

ITEM	INCLUDED	EXCLUDED	N/A
REFRIGERATOR	X		
RANGE (STOVE)	X		
MICROWAVE	X		
DISHWASHER	X		
COMPACTOR			X
A/C (PORTABLE/WNDW)		X	
WASHER	in basement		
DRYER	In basement		
DINING RM LIGHT	X		
OTHER LIGHT FIXTURES	X		
DRAPES/WNDW TREATMENTS CURTAINS/HARDWARE	Blinds Stay	X Drapes & Hardware	
FIREPLACE SCREEN & EQUIPMENT			X
SWINGSET			X
SHED			X
PLAY STRUCTURE			X
PLANTS/WINDOW BOXES	X		
STEREO SPEAKERS			X
C/VAC ATTACHMENTS			X
POOL EQUIPMENT			X
TV		X	
TV MOUNTS		X	
OTHER			X

SELLER

Jane Torchiana-Skafar, Manager
dotloop verified
04/23/19 11:37 AM EDT
TXVR-9XE4-8QBS-80CO

DATE _____

SELLER

DATE _____

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.

Jane Torchiana-Shafer, Manager
 dotloop verified
 04/18/19 12:05 PM EDT
 3CRX-2U17-NWQ2-ONDK

Seller _____ Date _____

 Seller _____ Date _____

 Purchaser _____ Date _____

 Purchaser _____ Date _____

Alison Socha
 dotloop verified
 04/18/19 2:19 PM EDT
 N2WL-FQZN-K7ER-SKKY

Agent _____ Date _____

 Agent _____ Date _____

Address of Property / Unit 281 Ocean Street, Lynn/84 Nahant St., Unit 2, Lynn MA 01902



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 281 Ocean Street, Unit 2, Lynn MA 01902

ANSWERS

YES NO UNKN

I. TITLE/ZONING/BUILDING INFORMATION

- ☒ ☐ ☐ 1. Seller/Owner Jane Torchiana-Shafer, Manager How long owned? 6 years
- ☐ ☐ ☐ 2. How long occupied? 6 years Approximate year built? 1865
- ☐ ☐ ☐ 3. Have you been advised of any title problems or limitations (for example, deed restriction, lot line dispute, order of conditions)? If yes, please explain
None
- ☐ ☒ ☐ a) Do you know of any easement, common driveway, or right of way? If yes, please explain.
- ☐ ☒ ☐ 4. Zoning classification of property (if known)
- ☐ ☒ ☐ 5. Has your city/town issued a notice of any violation which is still outstanding? If yes, explain
a) Have you been advised that the current use is nonconforming in any way? Explain
- ☐ ☐ ☒ 6. Do you know of any variances or special permits? Explain
- ☒ ☐ ☐ 7. During Seller's ownership, has work been done for which a permit was required? If yes, explain Complete gut and
of 3 units in 2013/14
- ☒ ☐ ☐ a) Were permits obtained?
- ☐ ☒ ☐ b) Was the work approved by inspector?
- ☐ ☐ ☒ c) Is there an outstanding notice of any building code violation? Yes ☐ No ☒ Explain
- ☐ ☒ ☐ 8. Have you been informed that any part of the property is in a designated flood zone or wetlands? Explain,
(See Flood Zone disclosure Page 4)
- ☐ ☒ ☐ 9. Water drainage problems? Explain

YES NO UNKN

II. SYSTEM AND UTILITIES INFORMATION

DO YOU KNOW OF ANY CURRENT PROBLEM WITH ANY SYSTEM LISTED BELOW?

- ☐ ☒ ☐ 10. Has there ever been an UNDERGROUND FUEL TANK?
If yes, is it still in use?
If not used, was it removed?
(See Hazardous Materials Disclosure Page 4)
- ☐ ☒ ☐ 11. HEATING SYSTEM: Problems? Explain Gas boiler is 15 years old +/-, was recently inspected
for MassSave - replacing to high efficiency boiler recommended.
- ☐ ☒ ☐ a) Identify any unheated room or area
- ☐ ☒ ☐ b) Approximate date of last service February 2019
- ☐ ☒ ☐ c) Reason extraction fan stalled
- ☐ ☒ ☐ 12. DOMESTIC HOT WATER: Type Electric Age 6 yrs Problems? Explain
Burners Owned or rented?
- ☐ ☒ ☐ 13. SEWAGE SYSTEM: Problems? Explain
Type: Municipal Sewer ☒ Private ☐ If private, describe type of system:
(cesspool, septic tank, etc.)
Name of service company
Date it was last pumped Frequency
During your ownership has sewage backed up into house or onto yard? Yes ☐ No ☒ Explain
Is system shared with other homes?
Date a Title 5 inspection last performed Copy attached. Yes ☐ No ☐

SELLER'S INITIALS

JMS
06/23/19
11:37 AM EDT
dotloop verified

BUYER'S INITIALS

1 of 4

MASSFORMS™
Statewide Standard Real Estate Forms

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



Form No. 700

ANSWERS

☐ ☒ ☐

14. PLUMBING SYSTEM: Problems/Leaks/Freezing? Explain _____

Bathroom ventilation problems? Explain _____

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 Fridge, dishwasher, disposal, microwave, new gas stove.

Any known problems? _____

If yes, explain _____

18. SECURITY SYSTEM: None ☒ Type ☐ Age ☐ Company _____

Problems? Explain _____

19. AIR CONDITIONING: Central ☐ Window ☒ Other ☐ None ☐

Problems? Explain _____

YES NO UNKN

III. BUILDING/STRUCTURAL IMPROVEMENTS INFORMATION

20. FOUNDATION/SLAB:

Problems? Explain _____

21. BASEMENT: Water ☐ Seepage ☐ Dampness ☒

Explain amount, frequency, and location occasional light dampness after heavy rain or humidity

a) Sump pump? If yes, age _____ location _____ Problems? _____

22. ROOF:

Problems? Explain All roofs replaced in 2013/15

Location of leaks/repairs Leak in rear flat roof repaired in 2019

23. CHIMNEY/FIREPLACE: Date last cleaned _____ Problems? _____

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? _____

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 _____

28. INSULATION: Does house have insulation? If yes, type Blown Date installed? _____ Location walls and attic

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 _____

have had mice in the fall - used an exterminator to eliminate

(See Chlordane disclosure Page 4)

SELLER'S INITIALS


04/23/19
11:37 AM EDT
dotloop verified

BUYER'S INITIALS

ANSWERS

- ☐ ☒ ☐ 33. SWIMMING POOL/JACUZZI: Problems? Explain _____
 Name of service company _____
☐ ☒ ☐ 34. GARAGE/SHED/OR OTHER STRUCTURE: Problems, explain _____
☐ ☒ ☐ 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 _____

V. CONDOMINIUM INFORMATION

- YES NO UNKN
☒ ☐ ☐ 37. If converted to condominium, are documents recorded (Master deed/Unit deed etc.)?
☒ ☐ ☐ 38. PARKING: Number of Spaces 1 _____. Of those spaces, identify number that are 1 _____. deeded; _____ exclusive easements;
 1 _____ assigned; _____ Unassigned or in common area?
☒ ☐ ☐ 39. CONDO FEES: Current monthly fees for Unit are \$ 281
 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 \$ 2,000
☐ ☒ ☐ 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 Replacing boiler may increase the condo fees approx \$30 - will reduce gas usage/costs

YES NO UNKN

VI. RENTAL PROPERTY INFORMATION

- ☐ ☐ ☐ 43. NUMBER OF UNITS: 2
 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 04/23/2019

Seller

Jane Torchiano-Shefer, Manager
 dotloop verified
 04/23/19 11:37 AM EDT
 K9CZ-YXMZ-VCSO-854H

Seller

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 04/23/2019

Buyer

Buyer

SELLER'S INITIALS

JMS
 04/23/19
 11:37 AM EDT
 dotloop verified

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.

H. Fair Housing Notice

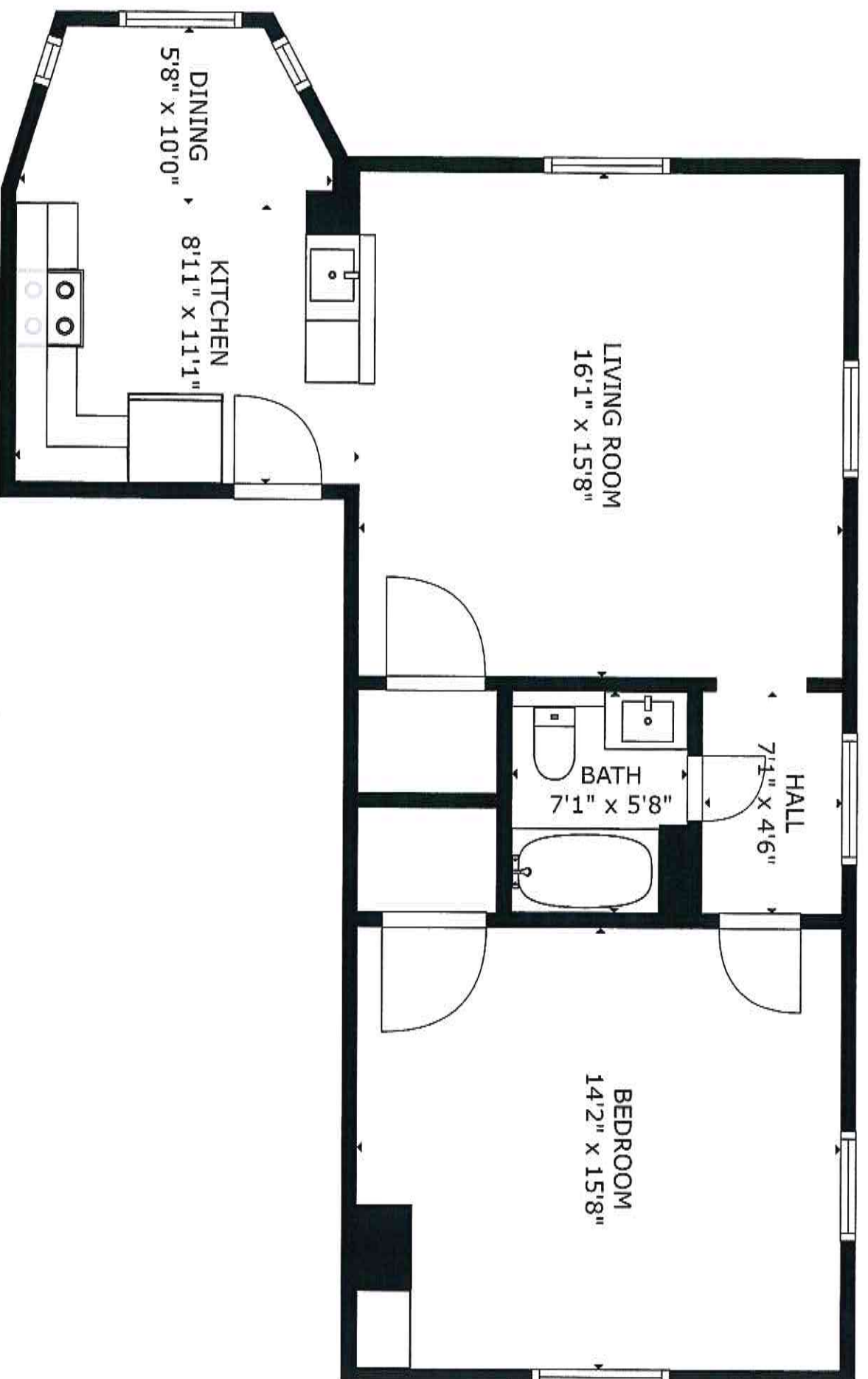
It is unlawful to discriminate on the basis of race, color, religious creed, national origin, age, gender, sex, ancestry, marital status, veteran status, sexual orientation, disability, presence of a child, receipt of public assistance or other protected classification in the sale or rental of covered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

SELLER'S INITIALS



BUYER'S INITIALS



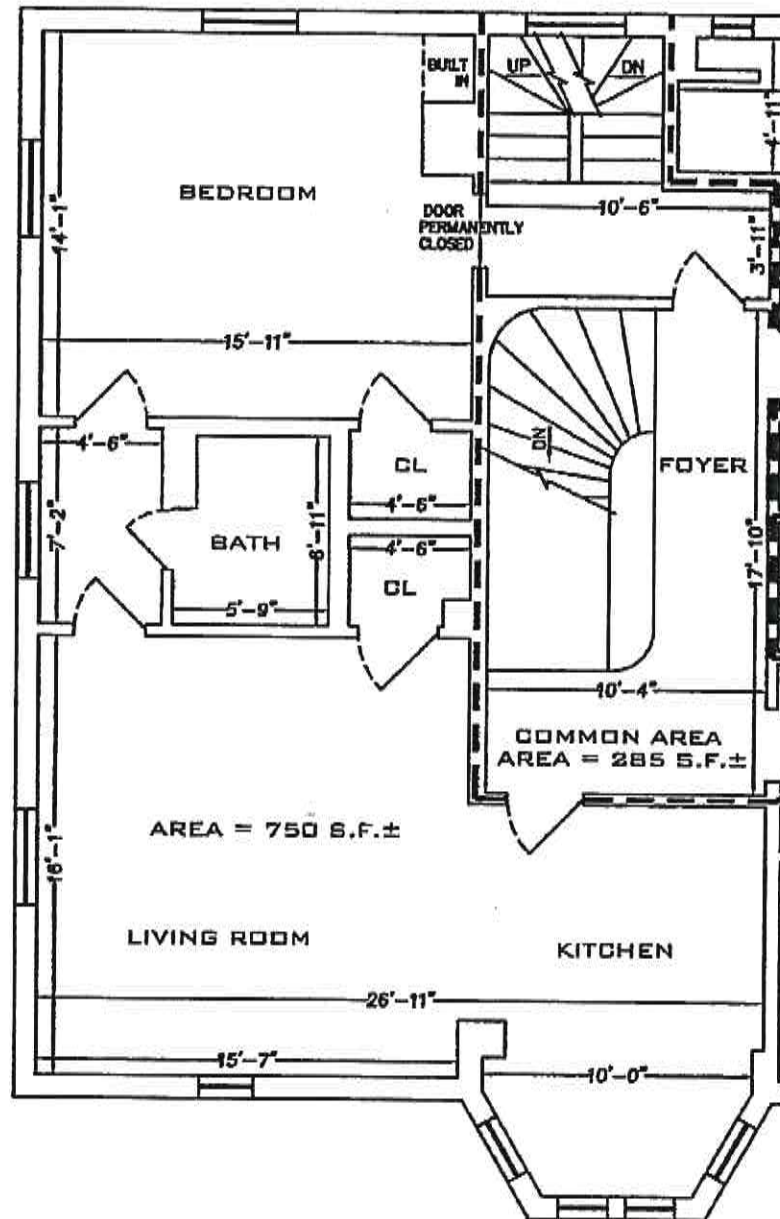


FLOOR 1

Unit #2

GROSS INTERNAL AREA
FLOOR 1: 747 sq ft
TOTAL: 747 sq ft

SIZES AND CONSIDERATIONS ARE APPROXIMATE. ACTUALS MAY VARY.





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

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 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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