

34 GARDEN LANE WAKEFIELD | 01880

LEADING EDGE
REAL ESTATE



LIST PRICE \$799,900

Private cul-de-sac living, beautifully sited at the end of the street, this young Contemporary posts a pretty picture and won't disappoint. The great room features a vaulted ceiling and gas fireplace creating a cozy feel and is truly the center of the home offering a desirable circular flow. Floor to ceiling windows illuminate the dining room and overlook the front yard's flowering trees. First floor master suite boasts a dressing room/sitting room and marble bath with Jacuzzi soaking tub, shower, double vanity and walk-in closet. Light filled eat-in kitchen offers an inviting breakfast nook surrounded by a ribbon of windows, granite counters, light maple cabinetry, pantry storage and sliders leading to the back yard deck. Laundry room, half bath and access to the 3 car garage complete the first floor. The second level hosts three generous bedrooms, all with excellent closet storage and second full bath. Expansive lower level family room offering ample play or gathering space, storage room and half bath. Enjoy nice weather evenings gathered around the fire-pit, morning coffee on the deck overlooking the lush flora, and camp-out in your own backyard as the lot is over 51,000 sq/ft. The sellers have lovingly cared for this home, attending to details along the way. Minutes to I-95, downtown Wakefield, Lake Quannapowitt and the shops at Market Street!

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



34 GARDEN LANE | WAKEFIELD



Living Room	21X18	1st	W/W
Dining Room	13x11	1st	HWF
Kitchen	21x18	1st	Tile
Bath	Half	1st	Tile
Master Bedroom	15x15	1st	W/W
Dressing Room	13x12	1st	W/W
Master Bath	Full	1st	Tile
Bedroom	17x13	2nd	W/W
Bedroom	15x14	2nd	W/W
Bedroom	13x12	2nd	W/W
Bath	Full	2nd	Tile
Family Room	36x26	LL	W/W
Bathroom	Half	LL	Tile
Office	12x11	LL	W/W
Storage	24x11	LL	W/W

Style	Contemporary	Color	Cream	AC	Central
Year Built	2001	Siding	Vinyl Brick Veneer	Heat	FHW Gas
Rooms	9	Roof	Asphalt	Hot Water	Gas - Off System
Bedrooms	4	Foundation	Concrete	Sump Pump	No
Baths	2 Full 2 Half	Fireplace	LR & LL 2 Gas	Ejector Pump	Yes
Living Area	4,551 sq/ft	Lined?	Yes	Central Vac	Yes
Lot Size	51,370 sq/ft	Deck	Rear Composite	Sprinkler System	Front & Rear
Range	Gas	Parking	3c Garage 6c Parking	Insulation	Unknown
Dishwasher	Yes	Assessed	\$750,200	Electric	CB
Trash Compactor	Yes	Annual Tax	\$9,625.07	Fenced Yard	No
Disposal	Yes	Monthly	\$802.08	Sewer/Water	Municipal
Microwave	Yes	Book/Page	57387/152	School	Dolbeare
Laundry	1st Fl Elec & Gas	Deed Date	9/1/2011		

Exclusions: See Inclusion/Exclusion Sheet. **Disclosures:** Living Area includes finished LL. Finished LL is heated by Gas Fireplace blower. Radiant Heat Floors are not connected but do exist in Kit/Laundry, Half Bath. 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: 34 Garden Lane, Wakefield, MA

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		✓	
TV MOUNTS	✓		
OTHER FIREPit & Vanity Mirror 2nd FL BR		✓	

SELLER

Roxanne Conalucci

dotloop verified
05/06/19 8:34 PM EDT
MR7G-YUEE-ODWX-UPOM

DATE

SELLER

William J. Conalucci

dotloop verified
05/13/19 8:04 PM EDT
ZJWB-IFMJ-JHKT-WRPJ

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



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 34 Garden Lane, Wakefield, MA 01880**ANSWERS**

YES NO UNKN

I. TITLE/ZONING/BUILDING INFORMATION

1. Seller/Owner William J. Covalucci and Roxanne Covalucci How long owned? 9 years
 2. How long occupied? 9 years Approximate year built? _____
 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 _____
 4. Do you know of any easement, common driveway, or right of way? If yes, please explain _____
 5. Zoning classification of property (if known) _____
 6. Has your city/town issued a notice of any violation which is still outstanding? If yes, explain _____
 7. Have you been advised that the current use is nonconforming in any way? Explain _____
 8. Do you know of any variances or special permits? Explain _____
 9. During Seller's ownership, has work been done for which a permit was required? If yes, explain _____
 10. Were permits obtained? _____
 11. Was the work approved by inspector? _____
 12. Is there an outstanding notice of any building code violation? Yes ☐ No ☐ Explain _____
 13. 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)

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 _____
 12. a) Identify any unheated room or area _____
 b) Approximate date of last service April 2019 - (Total Temp. Control)
 c) Reason Maintenance
 12. DOMESTIC HOT WATER: Type GAS / Tank Age _____ 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

RC
05/06/19
8:34 PM EDT
dotloop verified

WJC
05/13/19
8:04 PM 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

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

37. If converted to condominium, are documents recorded (Master deed/Unit deed etc.)? _____
38. PARKING: Number of Spaces _____ Of those spaces, identify number that are _____ deeded; _____ exclusive easements;
assigned; _____ Unassigned or in common area? _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

39. CONDO FEES: Current monthly fees for Unit are \$ _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Heat included? Yes ☐ No ☐

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Electricity included? Yes ☐ No ☐

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

40. RESERVE FUND: Has an advance payment been made to a condo reserve fund?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

If yes, how much \$ _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

41. CONDO ASSOC. INFO: Is owners' association currently involved in any litigation? _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

If yes, explain _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

43. NUMBER OF UNITS: _____

Has a unit been added/subdivided since original construction?

If yes, was a permit for new/added unit obtained? _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

44. RENTS: Number of units occupied _____ Rents \$ _____ /month

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Expiration date of each lease _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Any tenants without leases? _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

Is owner holding last month's rent _____ security deposit? _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

If yes, has interest been paid? _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

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 _____

Seller

Roxanne Covallucci

dotloop verified
05/06/19 8:34 PM EDT
GLY1-ZLDA-JKKF-NDG4

William J. Covallucci

dotloop verified
05/13/19 8:04 PM EDT
VVR1-J2H2-GPCB-Q084

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 _____

Seller

RC

05/06/19
8:34 PM EDT
dotloop verified

WJC

05/13/19
8:04 PM EDT
dotloop verified

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.

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

RC
05/06/19
8:34 PM EDT
dotloop verified

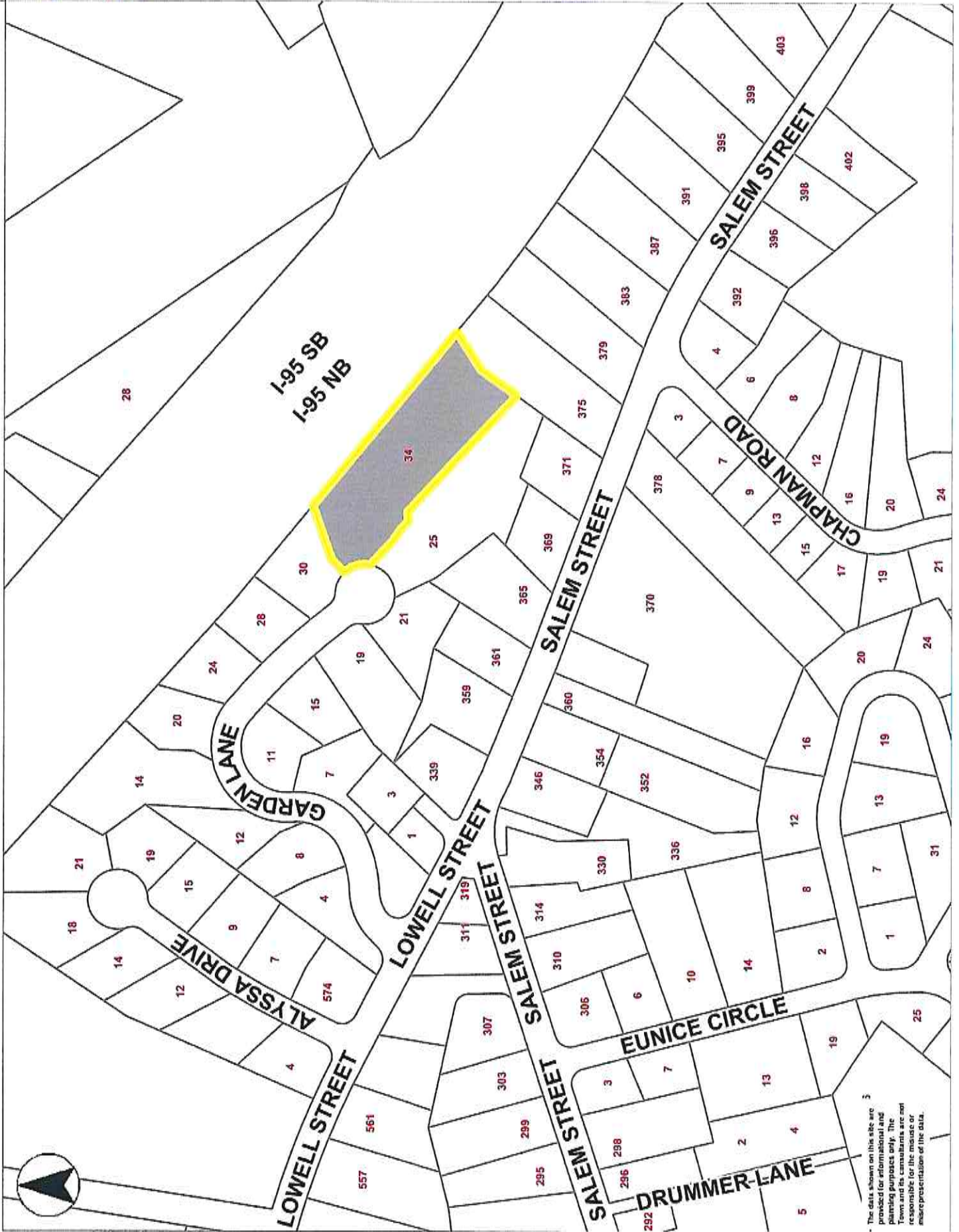
WJC
05/13/19
6:04 PM EDT
dotloop verified

BUYER'S INITIALS





- Places
- Fire Station
 - Police Station
 - Town Hall
 - Public Library
 - School
 - Park



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Printed on 05/15/2019 at 02:29 PM

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.

BUYER'S INITIALS

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.

BUYER'S INITIALS