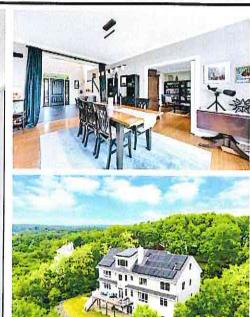
PRESCOTT STREET MELROSE | 02176

LIST PRICE \$1,342,000





Unparalleled views and privacy! A sun-splashed hideaway offering a spectacular vista of the Boston skyline and beyond, nestled in the hills adjoining Melrose's Rocky View Trail.

Constructed to exacting standards with an emphasis on light, views, and a truly functional floor plan, this 2006 build still feels like new and features sustainable elements. From the soaring ceilings to the ribbon of windows facing the southern side to the comfortable elegance permeating the main floor, thoughtful appointments and design details are interwoven throughout every iota: an expansive dining island with cooktop, top-flight appliances including two dishwashers, circular flow, pocket doors, two-sided fireplaces, bamboo floors, tranquil master bath and generous storage throughout.

Offering a first floor family room that opens to the kitchen which boasts a dining area that spills onto the south facing deck, a gorgeous viewpoint morning, noon and night, bringing the outside inside. The kitchen, perfectly designed to keep the head chef in the conversation, hosts ample room for multiple "cooks in the kitchen", and features a 6 burner gas cooktop with griddle, double wall ovens, custom cherry cabinetry, chic lighting, a prep sink as well as textured and honed granite. The dining room, the focal point of the entry hall, enjoys one side of the wood burning fireplace and opens to the study, a more formal gathering area, that has doubled as additional guest space as a full bath is adjacent. The second level hosts four generous bedrooms with double closets, several offering city views, a full bath with double sinks and delineated spaces (making mornings better for everyone!), and the master, a true retreat. Hosting a bedroom with sitting area, a gas fireplace that features in both the bedroom as well as the bath, a soaking tub, dual sinks, shower and the WC, as well as a designed master closet, all with Boston skyline views.

The sellers, true stewards, developed this home for form and function, and to be self-sustaining as well. Geothermal heat uses our natural resources to efficiently exchange heating and cooling elements, while insulated windows and cellulose insulation provide another barrier to our varied weather. The solar panels (owned) have allowed for net positive cash flow (see chart), both an energy and financial benefit. Additionally, the lower level, which features sliders out to the yard, has plumbing prepped for future expansion and offers approximately 500 sq/ft of space, while the top floor, hosting an oversize window and ample ceiling height has been pre-run for plumbing and HVAC. Convenient first floor laundry center, central vacuum with island mount, wiring for multi-room speaker system, an extensive lighting scheme and more.

Outstanding scale and space, sited privately with self-sustaining elements, in a thriving community just minutes from Boston, offering a healthy lifestyle and breathtaking views - it truly doesn't get better than this.

ALISON SOCHA

Linda O' & Alison Group 781.983.9326

LEADINGEDGE

Out front. And always behind you.

536 MAIN STREET, MELROSE | 781.979.0100

8 PRESCOTT STREET | MELROSE





Living Room	16x12	1st	Wood
Dining Room	17×12	1st	Wood
Kitchen	18x13	1st	Wood
Breakfast Room	15x14	1st	Wood
Family Room	19x16	1st	Wood
Mudroom	13×9	1st	Tile
Bathroom	Half	1st	Tile
Bathroom	Full	1st	Tile
Master Bedroom	21×17	2nd	Wood
Master Bathroom	Full	2nd	Tile
Bedroom	13x12	2nd	W/W
Bedroom	16x12	2nd	Wood
Bedroom	16x10	2nd	Wood
Bedroom	16x10	2nd	Wood
Bathroom	Full	2nd	Tile
Laundry Room	8x8	1st	Wood
	****************************	######################################	·

Style	Colonial
Year Built	2006
Rooms	10
Bedrooms	5
Baths	3 Full [1 Half
Living Area	3,784 sq/ft
Lot Size	12,399 sq/ft
Range	Gas Cooktop
Oven	Double Wall
Dishwasher	Yes 2
Disposal	Yes
Microwave	No
Laundry Connection	1st FI Electric

Color	Gray
Siding	Wood Shingles
Roof	Asphalt 2006
Foundation	Concrete
Fireplace	1 Wood 1 Gas*
Lined?	Yes
Deck	Rear City Views
Parking	2c Garage 5c Parking
Solar Panels	Yes
Assessed	\$842,700
Annual Tax	\$9,109.59
Monthly	\$759.13
Book/Page	1316/04
Deed Date	2/24/06

AC	Central 2 zone
**Heat	FHA Geothermal
Hot Water	Tank Electric
Sump Pump	No
New WM	Yes**
Insulation	Yes Cellulose
Electric	СВ
Fenced Yard	No
Sewer/Water	MWRA
School	Apply

Exclusions: See Inclusion/Exclusion Sheet. Disclosures: *Wood burning Fireplace between Kitchen and DR; Gas in Master Bedroom/Bathroom. **Geothermal heat on well water. 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 an 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:

8 Prescott Street, Melrose, MA 02176

ITEM		INCLUDED	EXCLUDED	N/A
REFRIGE	RATOR	yes		
RANGE (STOVE)	yes		
MICROWA	AVE	yes		
DISHWAS	HER	yes		
COMPAC [*]	TOR			na
A/C (POF	RTABLE/WNDW)			na
WASHER	72	yes		
DRYER		yes		
DINING R	M LIGHT	yes		
OTHER LI	GHT FIXTURES	yes		
DRAPES/	WNDW TREATMENTS CURTAINS/HARDWARE		yes	
FIREPLAC	CE SCREEN & EQUIPMENT	yes		
SWINGSE	T			na
SHED				na
PLAY STR	RUCTURE			na
PLANTS/	WINDOW BOXES			na
STEREO S	SPEAKERS	yes		33
C/VAC AT	TACHMENTS	yes		
POOL EQ	UIPMENT			na
TV			yes	
TV MOUN	ITS		yes	
OTHER				
SELLER	ELLER Wiklas Jordow dolloop verified 06/10/19 8:22 PM EDT KZFC-VIJV-SLBD-K9FH DATE Rechele Jordow dolloop verified 06/11/19 6:41 PM EDT CEHH-KE9F-INLQ-URSO DATE			
SELLER	Rechele Jordow dolloop verified OS/11/19 8-41 PM EDT CEHH-KE9F-INLQ-URSO	DATE		
BUYER_				
BUYER	UYER			

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.





MASSACHUSETTS ASSOCIATION or 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	8 Prescott Street, Melrose, MA 02176
	ANSWI	ERS	
YES	NO	UNKN	I. TITLE/ZONING/BUILDING INFORMATION
	Ø		Seller/Owner Niklas Iordow and Rechele Iordow How long owned? 12 year How long occupied? 12 years Approximate year built? 2006 Have you been advised of any title problems or limitations (for example, deed restriction, lot line dispute, order of conditions)? If yes, No
	\square		a) Do you know of any easement, common driveway, or right of way? If yes, please explain.No
	\boxtimes		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 No 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
		П	7. During Seller's ownership, has work been done for which a permit was required? If yes, explain
			a) Were permits obtained? b) Was the work approved by inspector? c) Is there an outstanding notice of any building code violation? Yes
	\square		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
	Ø		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?
	\square		(See Hazardous Materials Disclosure Page 4) 11. HEATING SYSTEM: Problems? Explain
			a) Identify any unheated room or area
			13. SEWAGE SYSTEM; Problems? Explain
			Type: Municipal Sewer Private If private, describe type of system: (ccsspool, septic tank, etc.) . Name of service company
	\square		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
SELL	ER'S INIT	5	OS/10/19 OS/10/19 OS/10/19 OS/10/19 DOS/10/19 OS/10/19 BUYER'S INITIALS L of 4

MASSFORMS¹⁷
Statewide Standard Real Estate Forms

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ANSWE	RS	
		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 c) 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, stove dishwasher, oven washer dryer Any known problems? If yes, explain . 18. SECURITY SYSTEM: None Type Age Company ADT Problems? Explain 19. AIR CONDITIONING: Central Window Other None Problems? Explain .
YES NO	UNKN	HI. BUILDING/STRUCTURAL IMPROVEMENTS INFORMATION 20. FOUNDATION/SLAB: Problems? Explain 21. BASEMENT: Water Scepage Dampness Explain amount, frequency, and location a) Sump pump? If yes, age location Problems? 22. ROOF: Problems? Explain Location of leaks/repairs . 23. CHIMNEY/FIREPLACE: Date last cleaned03/10/2016 Problems? no Wood/Coal/Pellet Stove in compliance with installation regulations/code/bylaws?
		24. History of smoke/fire damage to structure, if any? Explain
		25. FLOORS: Type of floors under carpet/linoleum? plywood 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, typecellulo Date installed 2006 Location 29. ASBESTOS: Do you know whether asbestos is present in exterior shingles, pipecovering or boiler insulation? Has a fiber count been performed? If yes, attach copy
		(See Asbestos disclosure Page 4) 30. LEAD PAINT: Is lead paint present?
		If yes, locations (attach copy of inspection reports) If yes, describe abatement plan/interim controls, if any Has paint been encapsulated? If yes, when and by whom? (See Lead Paint disclosure Page 4) 31. RADON: Has test for radon been performed? If yes, attach copy (See Radon disclosure Page 4) 32. INSECTS: History of Termites/Wood Destroying Insects or Rodent Problems? If yes, explain treatment and dates (See Chlordane disclosure Page 4)
SELLER'S INITI	8	OB/10/19 OB/11/19 OB/

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AN	SWE	<u>as</u>	
	\square		33. SWIMMING POOL/JACUZZI: Problems? Explain
			Name of service company 34. GARAGE/SHED/OR OTHER STRUCTURE: Problems, explain
	\square		35. Have you been advised of clevated levels of mold at the Property?
YES	NO	UNIVAN	Explain
	NO	UNKN	IV. MISCELLANEOUS INFORMATION
	abla		36. Do you know of any other problem which may affect the value or use of the property which may not be obvious to a prospective buyer? Explain
YES	NO	UNKN	V. CONDOMINIUM INFORMATION 37. If converted to condominium, are documents recorded (Master deed/Unit deed etc.)?
			38. PARKING: Number of Spaces Of those spaces, identify number that are deeded; exclusive easements: Unassigned: Unassigned or in common area?
	Н	Н	Heat included? Yes No
	Н	Н	Electricity included? Yes No 40. RESERVE FUND: Has an advance payment been made to a condo reserve fund?
			If yes, how much \$ 41. CONDO ASSOC: INFO: Is owners' association currently involved in any litigation?
			If yes, explain
			Explain
YES	NO	UNKN	VI. RENTAL PROPERTY INFORMATION
			43. NUMBER OF UNITS:
			If yes, was a permit for new/added unit obtained?
H	H	B	Expiration date of each lease
ш		ш	Is owner holding last month's rentsecurity 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
to defen receipt o	d and	ndemnify	acknowledge that the information set forth above is true and accurate to the best of my (our) knowledge. I (we) further agree the broker(s) and any subagents for disclosure of any on the information contained herein. Seller(s) further acknowledge Statement of Property Condition.
Date 06	/10/201	9	Seller Niklas Jordon dolloop verified 06/10/19 8:22 PM EDT KTBUJO7U-OGCO-HO9M Scller Rechele Jordon dolloop verified 06/11/19 8:41 PM EDT BUMV-MKIS-2EGU-J2AU
represen multi-fai or other orivate r	nas not tation, mily, re classifi estrictio	verified of verbal or sidential, cation is one by the	ive Buyer acknowledges receipt of Seller's Statement of Property Condition before purchase. Buyer acknowledges that the information herein and Buyer has been advised to verify information independently. BUYER is not relying upon any written, from any real estate broker or licensec concerning legal use. Any reference to the category (single family, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice an confirmation from the municipality.
Date <u>06/</u> SELLER'	H V6. V1. 41	ALS	Buyer Buyer Buyer Buyer BUYER'S INITIALS 3 of 4
2 12			

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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 (Ouestion #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

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

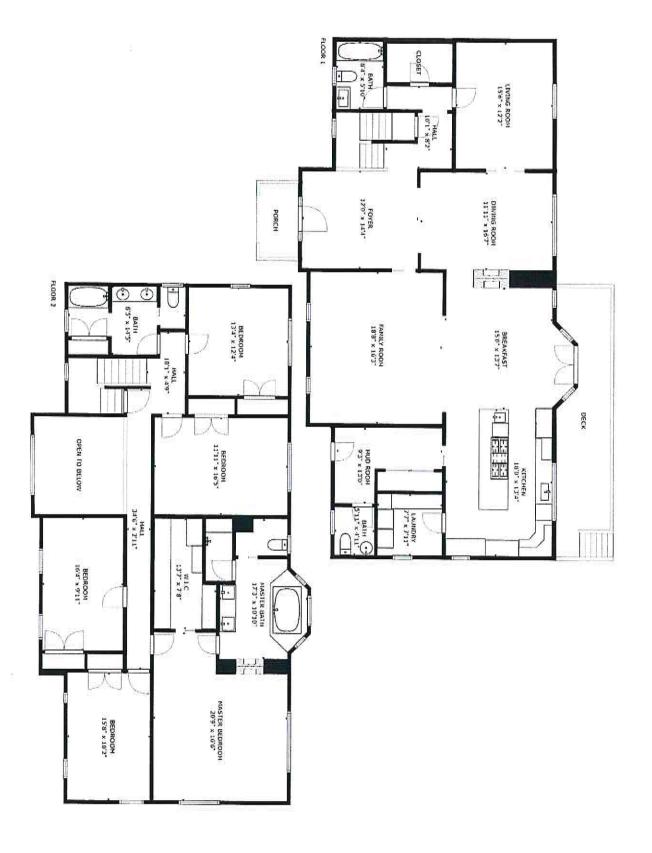
Molds are naturally occurring organisms that exist both indoors and outdoors. More than 1000 different kinds of mold have been found in homes in the United States. Molds are fungi that reproduce by making spores. Spores are small and lightweight and able to travel through the air. Molds need moisture 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

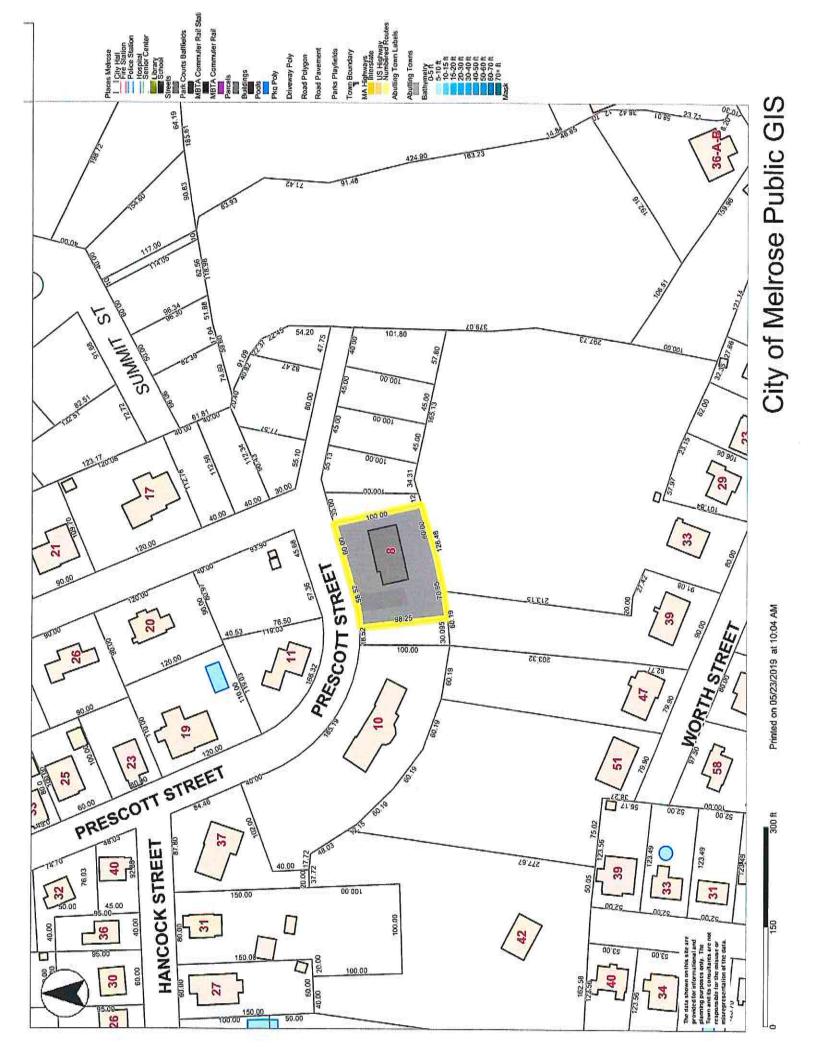
It is unlawful to discriminate on the basis of race, color, religious creed, national origin, age, gender, sex, ancestry, marital status, veteran status, sexual orientation, disability, presence of a child, receipt of public assistance or other protected classification in the sale or rental of covered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

SELLER'S INITIALS 65/10/19 8:22 PM EDT dotloop verified	G5/11/19 BUYER'S INITIALS 6:41 PM EDT dottoop verified 4 of 4	
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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.

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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, 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.

