

# Listing Disclosures and Repairs Statement



FHA Case # 251-496555

Insurance Program: IE

## Property Address

60 View Street  
Fitchburg, MA 01420  
Worcester County

## Disclosures

Property is NOT located in a FEMA Special Flood Hazard Area but is listed as a moderate to low flood risk. Please refer to [www.floodtools.com](http://www.floodtools.com) for additional information regarding flood zones and insurance.  
State law requires Smoke/ Carbon Monoxide detectors be installed for properties having combustible fuel heaters/furnaces, fireplaces, hot water heaters, clothes dryers, cooking appliances, or an attached garage, but seller (HUD) is exempt from this requirement as a Federal Entity.

## Repairs

|          |                                   |
|----------|-----------------------------------|
| Other    | Defective paint surfaces.         |
| HVAC     | Repair-replace boiler.            |
| Plumbing | Repair plumbing and drain system. |

Please note, utility activation may be denied for mechanical systems that require repair. Buyer may seek Field Service Manager approval for alternative testing methods. Mechanical systems include but are not limited to: plumbing, electrical, HVAC, gas, pool equipment, etc.

HUD Homes are sold "As-Is" and no repairs may be done at any time prior to close of escrow. Purchaser may not occupy, rekey, or make repairs/ improvements to the property until COE even if this is a lender requirement. If BLB Resources discovers that repairs were completed prior to COE, it can be grounds for termination of the transaction including forfeiture of the EMD in favor of the Seller. Please note, any repairs listed are an estimate. Seller does not guarantee or warrant that the property is free of visible or hidden structural defects, termite damage, lead-based paint, or any other condition that may render the property uninhabitable or otherwise unusable. A final list of repairs, if applicable, will be determined by the lender and buyer's appraisal. This information is accurate based on the data available at the time of listing, and is deemed reliable but not guaranteed. All information should be independently verified.



400 Galleria Officentre, Suite 420  
Southfield, MI 48034  
Phone: (877) 877-5822, Fax: 248-301-6651

## Property Condition Report

|   |   |
|---|---|
| <b>Case Number:</b> 251-496555                  | <b>Contract Area:</b> 3P                      |
| <b>Current Step:</b> 1c-Ready to Show Condition | <b>Address:</b> 60 VIEW STREET                |
| <b>Step Date:</b> 06/27/2018                    | <b>City, St Zip:</b> FITCHBURG, MA 01420-0000 |
| <b>HOC:</b> Philadelphia                        |   |

### Property Condition Report

| Item Description/Condition   | Item Functionality                                     | Functionality/Test Notes   |
|--|--|--|
| <b>Cooling/Air-Conditioner:</b> N/A<br>--Heating/Furnace: OK<br>--HVAC System Duct: OK | <b>HVAC tested and functional?:</b> Yes                | Utilities On   |
| <b>Electrical Wiring:</b> OK<br>--Other: OK<br>--Other: OK                             | <b>Electric supply tested and functional?:</b> Yes     | Utilities On   |
| <b>Stove/Range/Oven:</b> OK<br>--Kitchen Cabinets: OK<br>--Other: OK                   | <b>Built-in appliances tested and functional?:</b> Yes | Utilities On   |
| <b>Plumbing:</b> Damaged<br>--Sink: OK<br>--Other: OK                                  | <b>Water supply tested and functional?:</b> Yes        | Water on; Fail   |
| <b>Water Heater:</b> OK  | <b>Water heater functional?:</b> Yes                   | Inspected HWH components; pass with no deficiencies found  |
| <b>Sewer/Septic System:</b> OK<br>--Toilet: OK<br>--Other: OK                          | <b>Sanitary &amp; plumbing system functional?:</b> No  | Pour Water/Antifreeze in Drains; Fail.   |
| <b>Roof:</b> OK<br>--Other: OK   | <b>Roofing in acceptable condition?:</b> Yes           | Inspected peaks, valleys, ridge lines/caps, chimneys, soffits, decking, boots and vents; Pass with no deficiencies found |

## LEAD-BASED PAINT DISCLOSURE ADDENDUM

### SELLER HAS NO RECORDS OR REPORTS PERTAINING TO LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

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#### **Lead Warning Statement**

Every Purchaser of any interest in residential real property on which a residential dwelling was built before 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 property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the HUD's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended before purchase.

#### **Inspection Contingency**

Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Purchaser has a contingency period that expires fifteen (15) calendar days from the date the contract is accepted by HUD, to conduct at the Purchaser's expense, an independent lead-based paint inspection, visual assessment for deteriorated paint, or risk assessment. The Purchaser may withdraw from the contract by providing written notice of withdrawal on or before the contingency expiration date (as evidenced by the postmark on the Purchaser's notice of withdrawal). The Purchaser will be entitled to a refund of earnest money only if the Purchaser obtains an independent lead-based paint inspection performed by a Certified Lead-Based Paint Inspector or Risk Assessor, and the Purchaser provides HUD with a copy of the inspection report.

#### **Financing Type (Selling Broker to initial applicable clause)**

\_\_\_\_\_ **No FHA Financing of Property Constructed Prior to 1978:** The purchase of this property is not being financed with an FHA insured loan. The Purchaser has an inspection contingency that expires 15 days from the date of the Purchaser's signature below. The property is being sold as is with respect to all conditions including, subject to the above contingency, the potential presence of lead or lead-based paint hazards.

\_\_\_\_\_ **Any FHA Insured Financing Except 203(k):** This property is being sold subject to FHA insured financing under any program other than a 203(k) Rehabilitation Mortgage. Upon contract execution, the HUD will procure a lead-based paint inspection and will deliver the inspection report to the Selling Broker by overnight delivery service along with a paint stabilization plan and cost estimate if deteriorated lead-based paint is found and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate.

If deteriorated lead-based paint was identified in the Report, HUD will only perform stabilization if the cost estimate is \$4000.00 or less. If the cost estimate is greater than \$4000.00, HUD at its sole discretion may: (1) cancel the sale contract, or (2) allow the purchaser to amend the contract financing to FHA 203k or conventional. In the event that HUD cancels the sale, the purchaser will be entitled to a 100% refund of earnest money.

If the cost estimate is \$4000.00 or less and the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to HUD of the intention to withdraw. Written notification must be postmarked by the latest of fifteen (15) calendar days from the date the contract is accepted by HUD or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, HUD will stabilize the deteriorated lead-based paint in accordance with the stabilization plan and obtain lead clearance by the close of the escrow period or any extensions thereof.

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**FHA 203(k) Financing:** This property is being sold subject to a 203(k) Rehabilitation Mortgage. Upon contract execution, HUD will procure a lead-based paint inspection and will deliver the Report to the Purchaser by overnight delivery service along with a lead-based paint stabilization plan, if deteriorated lead-based paint is found, and a supplemental Lead-Based Paint Disclosure Addendum.

The Purchaser shall have the right to review the inspection report, paint stabilization plan and cost estimate. If the Purchaser is dissatisfied with the information provided, the Purchaser may withdraw from the contract and receive a full refund of earnest money by providing written notification to the Seller of the intention to withdraw. Written notification must be postmarked by the later of fifteen (15) calendar days from the date of the Purchaser's signature below, or two (2) business days following the date of the Purchaser's signature on the supplemental Lead-Based Paint Disclosure Addendum.

If deteriorated lead-based paint was identified in the Report and the Purchaser does not exercise its option to withdraw from the sale contract, the Purchaser shall stabilize the deteriorated lead-based paint as part of its work plan for the property rehabilitation and shall obtain lead clearance before occupancy. Purchaser shall complete the 203(k) Rehabilitation Financing Lead Agreement form.

**Purchaser Acknowledgment (initial)**

\_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

\_\_\_\_\_ Purchaser has received a 15-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Selling Broker Acknowledgment (initial)**

\_\_\_\_\_ Selling Broker is aware of his/her responsibility to ensure compliance with 42 U.S.C 4852d.

**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.

\_\_\_\_\_  
(Purchaser) (date)

\_\_\_\_\_  
(Co-Purchaser) (date)

\_\_\_\_\_  
(Selling Broker) (date)

*Christine E. Cooper*  
\_\_\_\_\_  
(Seller) July 11, 2018  
(date)