

MASSACHUSETTS MANDATORY RESIDENTIAL HOME INSPECTION DISCLOSURE

Pursuant to Massachusetts regulation 760 CMR 74.00 *Residential Home Inspection Waivers*, this form must be signed by the buyer and seller prior to signing the first written contract to purchase a Residential Property in Massachusetts (unless one of the exceptions under 760 CMR 74.00 applies). Residential Property and Home Inspection shall be defined pursuant to 760 CMR 74.02.

Limitations on Home Inspection Waivers:

Every seller of Residential Property is notified that M.G.L. c. 143, § 101 and 760 CMR 74.00 prohibit a seller from accepting an agreement to purchase contingent upon waiver, limitation, or restriction of buyer's choice to obtain a Home Inspection, in whole or in part (unless one of the exceptions under 760 CMR 74.00 applies). A buyer of a Residential Property may choose to have the premises inspected by a licensed home inspector of the buyer's choice. If the buyer chooses to have a Home Inspection, the buyer shall have a reasonable period of time after the full execution of the first written contract, as agreed to by the seller and the buyer, to decide whether to proceed with the transaction if the results of the inspection are not satisfactory to the buyer.

Seller's Disclosure

Pursuant to 760 CMR 74.00, Seller warrants and represents that the agreement to purchase is not, and in no event shall be, contingent upon waiver, limitation, or restriction of Buyer's choice to obtain a Home Inspection, in whole or in part (unless one of the exceptions under 760 CMR 74.00 applies). Seller agrees and acknowledges that Buyer may choose to have the premises inspected by a licensed home inspector of the Buyer's choice. The Seller further agrees, warrants, and represents that, if the Buyer chooses to have a Home Inspection, the Buyer shall have a reasonable period of time after the full execution of the first written contract as agreed to by the Seller and the Buyer, to decide whether to proceed with the transaction if the results of the inspection are not satisfactory to the Buyer.

Buyer's Acknowledgment

Each buyer hereby acknowledges that they may choose to have the premises inspected by a licensed home inspector of the buyer's choice and acknowledges that this disclosure has been provided to the buyer herein.

Agent's Acknowledgment

Seller's agent hereby acknowledges that each seller has been informed of the seller's obligations under 760 CMR 74.00 and further acknowledges that this disclosure has been provided to each seller and buyer herein.

Certification of Accuracy

The following parties have reviewed the information above and certify that the information they have provided is true and accurate.

Property Address:

18 Southbourne Rd, Jamaica Plain, MA 02130



Signature of Seller

Lisa Coviello-Foster

Print Name of Seller

3/16/26

Date



Signature of Seller

Pacey Foster

Print Name of Seller

3/16/26

Date

Signature of Buyer

Print Name of Buyer

Date



Signature of Seller's Agent*

BJ Ray

Print Name of Seller's Agent*

03/12/2026

Date

*Seller acknowledges that a Seller Agent was not involved in this transaction.

60 CMR 74.00: Residential Home Inspection Waivers

74.04 Exemptions

- (1) The limitations under 760 CMR 74.03 shall not apply if the Prospective Purchaser is any of the following:
 - (a) A Relative of the Seller; or
 - (b) The former spouse of the Seller and the sale of the Residential Property is being made pursuant to a judgment or order under M.G.L. c. 208; or
- (2) The limitations under 760 CMR 74.03 shall not apply to any of the following sales or Transfers of Ownership:
 - (a) A sale or Transfer of Ownership where the offer to purchase or a Purchase and Sale Agreement, whichever occurs first, was executed on or before October 15, 2025;
 - (b) A sale or Transfer of Ownership involving the foreclosure of a mortgage;
 - (c) A sale or Transfer of Ownership involving a deed-in-lieu of foreclosure;
 - (d) Deeds reconveying a property in order to release a debt, lien or other security obligation; or
 - (e) Where the Seller transfers the Residential Property to a Relative for estate planning purposes, including but not limited to, through a revocable or irrevocable trust, where at least one of the designated beneficiaries is a Relative of the Seller.
 - (f) A sale or Transfer of Ownership of a Newly Constructed Residential Property where the first written contract to purchase is executed prior to the Substantial Completion of construction and the Seller offers the Prospective Purchaser an express written warranty for a term of at least one year that construction will be completed in a good and workmanlike manner in accordance with all applicable building laws and regulations and that the components of the Residential Property will function properly, including, at a minimum, heating, cooling, plumbing and electrical systems, structural components, foundation, roof, masonry structure, exterior and interior components and any other related residential housing components.