



Realty Trust Services



AMENDMENT TO PURCHASE AGREEMENT AND REMOVAL OF CONCURRENCY / CONTINGENCIES

1 This is an Amendment to the Purchase AGREEMENT dated (Acceptance), Jan 6, 2023
 2 for the purchase and sale of the property known as (street address)
 3 17118 Broadway Ave. Maple Heights Ohio 44137

4 between Green Pointe Management (BUYER)
 5 and Richard Stadden (SELLER).

6 The following changes and/or additions are hereby mutually agreed upon by the BUYER(S)
 7 and the SELLER(S):

8 **FINANCING:** BUYER(S) loan commitment to be obtained on or about _____
 9 **CLOSING:** Funds and Documents to be placed in escrow on or before Feb. 24, 2023
 10 and title shall be transferred on or about 2/14/23 or sooner

11 **POSSESSION:** Sellers shall deliver possession to BUYER(S) on _____
 12 AM PM provided the title has transferred.

13 **HOUSE SALE CONCURRENCY:** Removed subject to the financing conditions listed in the
 14 purchase AGREEMENT.

15 **HOUSE SALE CONTINGENCY:** Removed subject to obtaining the necessary mortgage
 16 financing, as stated on the purchase AGREEMENT
 17 including the use of an equity line or bridge loan in an
 18 amount necessary to purchase the property.

19 INSPECTION CONTINGENCIES:

- | | | |
|-----------------------------------|----------------------------------|---|
| 20 1. General Home Inspection | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below. |
| 21 2. Septic System Inspection | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below. |
| 22 3. Water Potability Inspection | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below. |
| 23 4. Well Flow Rate | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below. |
| 24 5. Radon | <input type="checkbox"/> Removed | <input type="checkbox"/> Removed subject to conditions listed below. |
| 25 6. Other(s) _____ | <input type="checkbox"/> Removed | <input checked="" type="checkbox"/> Removed subject to conditions listed below. |

26 _____ Removed Removed subject to conditions listed below.

27 _____ Removed Removed subject to conditions listed below.

28 _____ Removed Removed subject to conditions listed below.

29 7. Pest/Wood Destroying Insect Removed Removed subject to conditions listed below.

30 8. Lead Based Paint Inspection Removed Removed subject to conditions listed below.

31 **CONDITIONS:** Seller agrees to extend closing date due to POS delay.

32 Seller agrees to pay agent flat fee of \$500.00 in Commission.

33 _____

34 _____

35 ALL OTHER TERMS AND CONDITIONS OF THE PURCHASE AGREEMENT TO REMAIN IN
 36 FULL FORCE AND EFFECT.

37 _____ 02/02/2023
 38 BUYER Green Pointe Management DATE
 39 Richard Stadden 2/1/23
 40 SELLER Richard Stadden DATE

 BUYER DATE

 SELLER DATE

Addendum

17118 Broadway Ave, Maple Heights, OH 44137

Seller agrees to place necessary amount in escrow with the city for repairs on the exterior of the subject property.

Once exterior repairs are complete, any funds in escrow shall be forwarded to the seller LESS any costs associated with correcting the following repairs shown on Exhibit A

302.3

302.3

305.1

305.1

305.1

X Richard Stadden



Exhibit A

Maple Heights Building Department
353 Lee Road, 44137
H: Ph: (216) 663-4094

Stadden Richard W.
15822 Libby Rd
Maple Heights, OH 44137

Contacts

Building Official
Fred D White

Secretary
Sonia Beaman

Inspector
Kevin Holfeltz

Mayor
Annette M. Blackwell

Details

Name: Stadden Richard W.
Address: 15822 Libby Rd

Re: 17118 Broadway Ave, Maple Heights, OH 44137
Date of Inspection: 1/30/2023
Inspection Type: Vacant Property / Point of Sale
Inspection Result: Not in Compliance, Re-Inspection Req'd

An inspection of your property has been conducted. The following listed violation(s) are required to be corrected and/or abated no later than the compliance date here in after.

Violations

Violation Code	Description	Violation Notes	
RS 302.3: driveway & apron misc.- see violation notes	Driveway And Apron - driveway & apron misc.- see violation notes - Driveway	Replace damaged driveway drain crock and grate at rear parking area	7/30/2023
RS 302.3: driveway & apron misc.- see violation notes	Driveway And Apron - driveway & apron misc.- see violation notes - Yard - entire	Due to snow covered the driveway/parking area/apron will require a inspection as weather permits, violations maybe added to this report	7/30/2023
304.15: repair/replace storm door	Exterior Doors And Windows - repair/replace storm door - Attic	Replace missing storm door at attic access, driveway side of house	7/30/2023
304.14: replace screening	Exterior Doors And Windows - replace screening - House	Rescreen window screens around building as needed	7/30/2023
: improper window treatment-see local ordinance	Exterior Doors And Windows - improper window treatment-see local ordinance - House	Replace all damaged blinds at windows	7/30/2023
302.7: repair fence	Fencing - repair fence - Yard - rear	Repair or replace boarded fence at rear of property	7/30/2023
305.1: Miscellaneous- see violation notes	General / Miscellaneous - Miscellaneous- see violation notes - Yard - entire	Repair dumpster enclosure and provide dumpster at rear parking area	7/30/2023
305.1: Miscellaneous- see violation notes	General / Miscellaneous - Miscellaneous- see violation notes - Yard - entire	Due to snow covered the private/public walkways will require a inspection as weather permits, violations may be added to this report	7/30/2023
305.1: Miscellaneous-	General / Miscellaneous - Miscellaneous- see violation notes	Repair or replace emergency escape stairs at driveway side of	7/30/2023

Paint areas of structure	areas of structure - Porch - front		
304.2: clean and / or restore siding	Painted Surfaces - clean and / or restore siding - House	Clean siding around building	7/30/2023
re-stripe parking lot- see local ordinance	Parking Lot - re-stripe parking lot-see local ordinance - Yard - entire		7/30/2023
304.6: replace damaged or missing siding	Siding And Trim - replace damaged or missing siding - House	Replace damaged siding at rear and driveway side of building, replace damaged corners as needed	7/30/2023
304.9: replace damaged soffits	Siding And Trim - replace damaged soffits - House	Replace damaged soffits at upper balcony rear of building	7/30/2023
305.1: steps and porches misc - see violation notes	Steps And Porches - steps and porches misc - see violation notes - House	Provide structural engineers report for balconies at rear of building from a city registered contractor at next reinspection	7/30/2023
302.1: yard areas misc.- see violation notes	Yard Areas - yard areas misc.- see violation notes - Yard - front	trim all bushes approaching driveway/parking right of ways at front of building, maintain overgrowth and remove dead growth at front of building	7/30/2023
302.1: yard areas misc.- see violation notes	Yard Areas - yard areas misc.- see violation notes - Yard - rear	Remove and dispose of all mattresses, firewood, trash, tires, litter and debris throughout rear parking area/yard area	7/30/2023

Notes

Commercial Point Of Sale Inspection Exterior Only Permit# 2023-00396 Chris 330-840-1073

Issued: 1/31/2023



Inspector: _____

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1. All violations are to be corrected and re-inspected **OR** funds must be escrowed in sum of 100% times the approved estimates amount for any interior or exterior violations prior to title transfer.
2. **ALL** violations must be completed and re-inspected prior to occupying the property.
3. Snow covered items subject to future violation.
4. **No funds** will be released from escrow until all violations have been corrected.
5. Permits may be required, Contact the Building Department for further information.
6. All inspections are only valid for 6 months from original date of issuance.
7. Failure to comply with this notice may result in the issuance of a summons without further notice and shall require a court appearance.
8. **Please note: The City of Maple Heights** assumes no liability or responsibility for failure to report violations that may exist and makes no guarantee that violations cannot or will not occur in the future.
9. **SAFEbuilt** assumes no liability or responsibility of the purchase of a property based solely on the inspection report and the purchaser later finds the inspection report inadequate or incomplete.

Items that need addressed by seller.

- Drive Crock and possibility of redoing the drive, apron and sidewalks
- Structural engineer for porches and balconies
- Repair or replace fire escape