

# Real Estate News

By Marian Goetzinger, Pine Knoll Shores Realty



## The following items do not convey . . .

Here we go again. My seller tells me as the movers are loading the truck, “Oh, I’ve decided to take the chandelier over the dining room table and the novelty light fixture in the master bath.” Once again, I’m thinking: “I know we covered this when we listed the home and again when we were looking over the offer.” So now I’m faced with helping the seller understand what a fixture versus personal property is and that fixtures are included in the contract unless expressly listed as does not convey, or trying to convince the buyers’ agent to convince her clients that they should let those items go with the seller.

I fervently believe that a home sale should always be a win/win situation. For whatever reason, the sellers are ready to move on, and the buyers have found the home they want. The realtors involved have helped the parties work out all the details, and agreements have been reached. Now we simply enlist an attorney to handle the transfer, schedule the closing—and everybody is happy. When it doesn’t work out that way and people are unhappy, I always wonder what I could have done differently because part of my job is to facilitate the transaction and look after my clients.

No matter how carefully the agents involved explain the section of the contract that deals with “fixtures,” all too often there is misunderstanding down the road. Both the standard listing contract and the offer to purchase forms in North Carolina have a half-page explanation of FIXTURES AND EXCLUSIONS.

From Standard form 101 (listing form) and Standard form 2-T (Offer to Purchase):

[T]he following items, including all related equipment and remote control devices, if any, are deemed fixtures and shall convey, included in the Purchase Price free of liens.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried and including any contents that have not been used, removed or resold to the fuel provider as of Settlement.
- Garage door openers with all controls

- Generators that are permanently wired
- Invisible fencing with power supply, controls and receivers
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems and controls; rain barrels; landscape water features; address markers
- Mailboxes, mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; dehumidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Water supply equipment, including filters, conditioning and softener systems, re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

If you are preparing to sell your home and want to take the chandelier with you that was given to you as a wedding gift, I suggest you replace it. Box it up carefully and store it. You are allowed to list it as an exception but, far too often, it will be the very item that the buyers fall in love with. A \$500 chandelier may cost you a \$500,000 sale.

A great example of a seller who didn’t listen and a realtor who wondered what she should have done differently involved my husband (seller) and me (realtor). My husband is an artist, and his medium is glass. One of our first homes had transom windows facing the ocean all around the top floor. Ted designed and made about 20 stained glass panels for each window. They were divine. We should have taken them down and boxed them up, but we didn’t. Of course, the buyers loved them and specifically listed in the offer that they were to stay. We decided to be honored that the buyers appreciated our beautiful art and leave them with the house. It turned out that they wouldn’t fit in our new down-sized home anyway.

I have had one deal fall apart because of the chandelier that was a wedding gift, and I’ve seen very disappointed buyers arrive at their new home after closing to discover that a fixture has been removed and they are now faced with filing a claim or replacing something they had already paid for. Fixtures that I have seen sellers innocently remove during my career include a tree planted by a grandchild, a flagpole, bathroom mirrors, a rose bush, mailboxes, basketball goal, speakers and even once a floating dock.

Make every real estate transaction a win/win. Be sure you read (and understand) every single word of each contract you sign. Don’t count on what it says on the Multiple Listing Service. Put it in the contract, and get every agreement in writing. As always, if you’re not sure if it is a fixture or have any questions, ask your realtor.