



**Solid Home Inspections**

13407 Nottoway Circle

Cypress, TX 77429

**(832)732-9475**



**4820 Milwee Street  
Houston, TX 77092**

# PROPERTY INSPECTION REPORT

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**Prepared For:** Kacie Van Horn

(Name of Client)

**Concerning:** 4820 Milwee Street, Houston, TX 77092

(Address or Other Identification of Inspected Property)

**By:** David Gibbs, Lic #7406 TREC Professional Inspector

(Name and License Number of Inspector)

07/25/2019

(Date)

\_\_\_\_\_  
(Name, License Number of Sponsoring Inspector)

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## PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at [www.trec.texas.gov](http://www.trec.texas.gov).

The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC-licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box if a condition exists that adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb or property as specified by the TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below.

**THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS.** The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

### **TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES**

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- malfunctioning, improperly installed or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathroom, kitchens, and exterior areas;
- malfunctioning arc fault protection (AFCI) devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features such as, smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms requires a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY.

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**ADDITIONAL INFORMATION PROVIDED BY INSPECTOR**

For purposes of identification and reporting, we will describe the locations of this property, left or right, front or rear, as though viewing the building from the street.

Weather: Clear

Temperature: The outside temperature was 80 to 90 degrees

Present: The Inspector and Client

**Note:** The age of the property as was listed as approximately 49 years old. Construction used techniques and materials that may be outdated and advanced in age. The systems and components of the property may not be in accordance with modern safety and building standards and upgrading may be necessary with remodeling. Hazardous chemical or minerals in building materials (example: lead paint, asbestos, formaldehyde, etc) may be present. This inspection is not a technically exhaustive or invasive. Our inspection cannot identify latent defects, conditions that were not exposed to view, or conditions that may develop as a result of aging materials or outdated workmanship.

**Note:** This inspection is visual in nature and in the absence of visual indicators, can not determine if the house was previously flooded. No testing for presence of mold, biological or chemical contamination was performed and conditions may exist in inaccessible areas inside walls that are not reported. We recommend buyer obtain additional information regarding previous damage claims on the property and review the seller's disclosure. *A CLUE Report (Comprehensive Loss Underwriting Exchange) from the seller or insurance agent can provide dates of claims, insurance company(ies) involved, type of policy, whether loss was related to a named catastrophe (hurricane, etc.), the amount paid and cause of the loss.*

**Note:** The exterior of this unit, the roof and the common areas were not fully inspected. Any comments on deficiencies of HOA maintained structures or systems that may affect unit are cursory / incidental observations made during course of inspecting interior of unit (See comments in Structural Systems - Other).

**FOR REFERENCE WHILE REPORT READING:**

**Health & Safety related items are printed in bold print.**

Items that are underlined may be recommended repair or further investigation to prevent more extensive damage or indicate non-compliance with current building standards.

Regular text indicates minor repair or preventive maintenance type items.

*Comments in italics are generally FYI (for your information) and don't require any action.*

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## I. STRUCTURAL SYSTEMS

### A. Foundations

*Type of Foundation(s):* Slab on grade

*Comments:*

The foundation appears to be supporting structure, however, signs of differential settlement / movement of foundation were observed. Movement indicators include but are not limited to: cracks in brick veneer, previous cracks in sheetrock, doors that are not square in jamb, floors not level, etc. In my opinion the movement indicators were typical for age and type of construction. No foundation repair is recommended at this time. We recommend monitor for changes and address related items noted in Grading and Drainage section below.

*Foundation slabs are not completely level, rigid or perfectly stationary. As the underlying soils move, slabs will move up and down and may tilt (uniform deflection) or bend (differential deflection). Soils movements are caused by conditions including: 1] the shrinking and swelling of expansive soils as they dry and get wet; 2] by the settlement of fill dirt that has not been fully compacted; 3] the heaving of soils where the land has been cut and 4] pressure from roots of large trees. As underlying soils move, any slab that they support will shift. Because slabs, and the structures that rest on them, are more rigid than the soils on which they rest, the manner in which slabs and soils interact is complex. Determining adequacy and composition of soils below foundation and materials inside foundation is outside the scope of this inspection. The presence and/or type and condition of vapor barrier installed during construction was not determined and was not accessible to inspector. Determining elevation of foundation as related to flood plain was not determined. If any of these are a concern, we recommend further investigation by a qualified contractor.*

### B. Grading and Drainage

*Comments:*

*Proper grading is required to minimize water buildup near the foundations. Soil should slope away from the building to create consistent soil moisture content around perimeter for best foundation performance. Roofing system gutter discharge should also be directed away from the foundations to minimize excessive moisture buildup.*

### C. Roof Covering Materials

*Types of Roof Covering:* Asphalt / Fiberglass Composition Shingles

*Viewed From:* Ground

*Comments:*

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*We make every effort to identify roof leaks, however this visual inspection can not guarantee that there are none. We recommend monitor for leakage and take action as necessary.*

**D. Roof Structures and Attics**

*Viewed From: Water Heater / Furnace Platforms and Walkways*

*Approximate Average Depth of Insulation: 4 Inches*

*Comments:*

**ROOF STRUCTURE AND FRAMING:**

*Visible attic framing appeared to be in serviceable condition. No deficiencies were noted.*

Observed an open chase in attic down to first floor for HVAC duct. These should be sealed to slow the spread of fire as required according to today's standards (Ref: IRC 302.1.1 Fireblocking). Sealing the chase with fiberglass insulation will also insulate exposed wall surfaces visible below. We recommend repair as necessary.



**ATTIC VENTILATION / INSULATION:**

Attic insulation was missing in some areas. Overall, coverage was inadequate according to today's standards. As an energy conservation upgrade we recommend that additional insulation be installed to meet current industry standards for comfort and energy efficiency.



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ATTIC ACCESS, LADDERS & WALKWAYS:  
*Not all areas of attic were accessible to inspection.*

**Observed attic access stairway hinges were not properly nailed to attic framing. This may pose a hazard as stair frame may separate from ceiling framing. We recommend installing heavy nails or bolts according to manufacturer's specifications.**



**The attic access stairway had significant gaps at joints that create additional stress and can reduce weight bearing capacity. This may be caused by wear, minor damage and loose hardware. We recommend repair or replace as necessary.**





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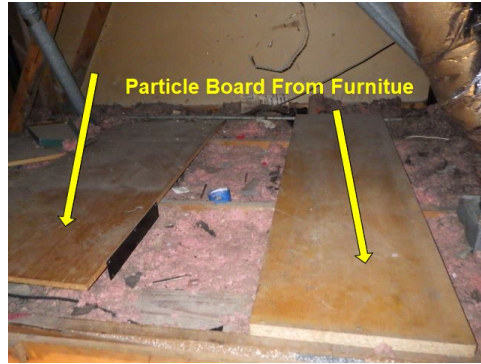
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**Some attic floor decking was not adequately secured / supported or decking is not rated for use as flooring. This creates a hazard as flooring may move or collapse. We recommend secure or replace with approved floor decking as necessary.**



**MISCELLANEOUS:**

Sheetrock fire resistant wall at right side was not taped and floated in attic. This may have been allowed at the time of construction, but for enhanced safety, we recommend tape and float of seams to slow spread of fire between units as required according to today's standards.



Water stains were observed in attic at plumbing vents. We recommend seal vents above roof. (See related comment - roof flashings in in Structural Systems - Other).



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**E. Walls (Interior and Exterior)**

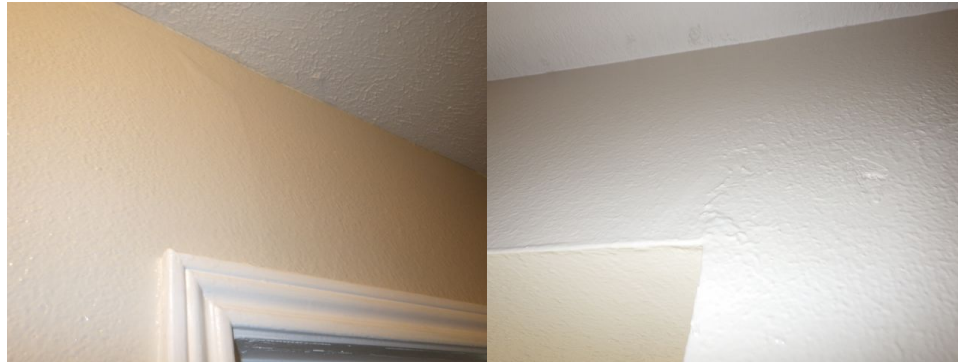
*Comments:*

*Note: Our review of the walls is a visual inspection. The inside of the finished walls were not accessible(except as noted below). Some areas may not be visible because of furnishings and/or stored items. Cabinets drawers / doors and cosmetic items are typically not included.*

**INTERIOR:**

*Some of the walls appeared to be recently painted. Conditions may be present that were not visible during the inspection.*

Previous repairs were observed to drywall cracks at corners of doors and windows. This is typically an indication of movement in the structure. The crack may return as movement may recur. We recommend monitor for changes and take action as necessary.



**EXTERIOR:**

(See comments in Structural Systems - Other for exterior wall comments (HOA maintained)).

**F. Ceilings and Floors**

*Comments:*

**CEILINGS:**

*Some of the ceilings appeared to be recently painted. Conditions may be present that were not visible during the inspection.*

**FLOORS:**

The interior floors were sloped or uneven in some areas. The foundation may have been poured this way (no slab is completely level) or this could be the result of support system

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settlement. If these conditions are of concern, more detailed evaluation and proposals for corrective work could be obtained from a qualified contractor.

The flooring at one or more locations squeaked when walked on. This does not affect the functional use of the flooring. Squeaks can usually be eliminated, if desired, by additional attachment of the subfloor to the floor joists.

Observed floor tile cracked in breakfast area. Repair for cosmetic reasons only are recommended at this time.



**G. Doors (Interior and Exterior)**

*Comments:*

One or more interior doors was not square in jamb, but still operated properly. This may be an indication of foundation movement.



**The dead bolt on front and rear exterior doors were the type that requires a key to operate from inside. This may provide more security but can be hazardous in the event of a fire. We recommend replace dead bolt(s) with the type that can be opened from inside without a key. (Ref: IRC R311.2)**

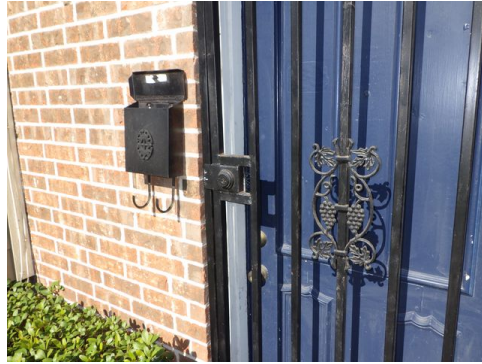
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The back door was delaminated and had other minor damage. We recommend it be repaired / sealed to extend service life and prevent water penetration. The door latch was missing / removed (only had dead bolt).



The dead bolt on the front door was difficult to operate. We recommend it be adjusted or replaced.

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**H. Windows**

*Comments:*

*Note: Window coverings / blinds etc, were not checked / inspected. Windows blocked by personal items were not inspected.*

Cracked glass was observed in a living room window. We recommend all broken and/or cracked glass be replaced. The springs clips (lift mechanisms) have come loose on same window. This means it may not stay up when opened. We recommend repair as necessary.



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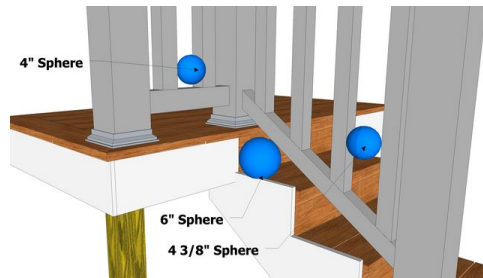
**I. Stairways (Interior and Exterior)**

*Comments:*

Observed inadequate headroom clearance according to today's standards. Minimum height should be 6'8". This was likely allowed at the time of construction. We recommend we recommend alteration if possible, but if not practical, use caution when going down stairs.



**The spaces between stairway guardrail balusters were too large. Spacing between balusters must not allow passage of an object 4" in diameter for child safety. This may have been allowed at the time of construction, but for enhanced safety, we recommend alteration if possible. (Ref: IRC 312.2)**



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**Observed upper stairway was missing handrail. Stairs having 4 or more risers should have a handrail for safety according to today's standards. We recommend install as required according to today's standards.**



**J. Fireplaces and Chimneys**

*Comments:*

**K. Porches, Balconies, Decks, and Carports**

*Comments:*

There were hairline cracks in the porch / patio (part of house foundation / slab). These can be caused by shrinkage during construction and/or foundation movement. These can be patched or painted for cosmetic reasons only. We recommend monitor for changes.

**L. Other**

*Comments:*

**Note:** The exterior of this unit, the roof and the common areas were not fully inspected. Comments below on deficiencies of HOA maintained structures or systems that may affect unit are incidental observations made during course of inspecting interior of unit.

Soil grading had inadequate or negative slope in one or more areas and did not appear to properly direct runoff water away from foundation as required according to today's standards (6" drop in 10' Ref: IRC 401.3). This may promote water penetration, adversely affect the foundation and cause differential settlement. We recommend repair as necessary.



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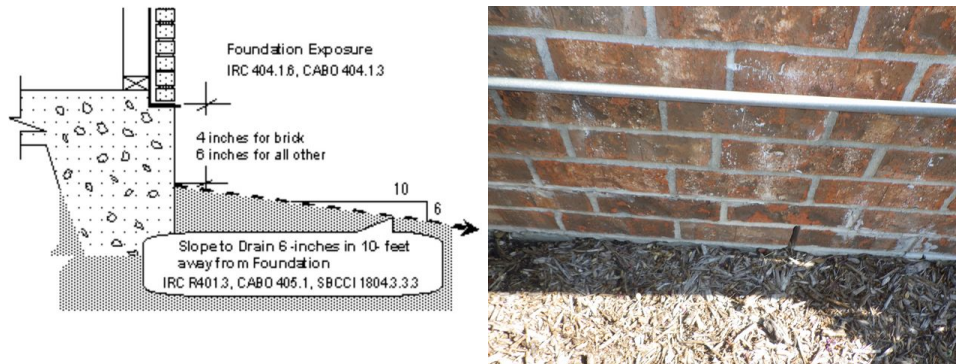
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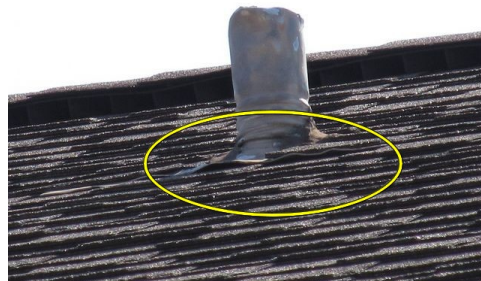
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The soil level was too high in some areas. Common industry practice requires a clearance of at least 4 inches between grade level and siding or masonry veneer. High soil level promotes water penetration / wood rot and is considered a conducive condition to termite activity.



Observed lower edge of some plumbing vent flashings were lifted or not sealed down. Wind driven rains can cause water penetration. We recommend repair or replace as necessary.



Observed shingle loose at lower edge in rear due to improper fastener installation, nails not driven to right depth. Loose shingles are more likely to be damaged in a windstorm

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and in time, nail heads will puncture shingles leaving holes. We recommend repair/secure as necessary to prevent damage and water penetration.



Observed brick / mortar cracks or previous repairs in masonry veneer at one or more areas. Typically these types of cracks are a result of movement in the structure. Repair of the cracks for a better appearance would be considered optional. We recommend sealing cracks to prevent water penetration and monitor for changes that may indicate movement.



Observed caulking missing or deficient around wall penetrations in one or more areas. We recommend all wall gaps for trim / vents / plumbing / electrical etc, be caulked to prevent water penetration.



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One or more sections of the wood trim was deteriorated. We recommend repair as necessary.



Vegetation was observed in contact with exterior walls in one or more areas. Vegetation contacting walls attracts insects and increases moisture levels. We recommend trim away from walls. Walls concealed by dense vegetation are considered inaccessible and conditions in need of repair may be discovered once the vegetation is trimmed or removed.



## II. ELECTRICAL SYSTEMS

### A. Service Entrance and Panels

*Comments:*

- Service Wiring: Underground service lateral
- Main Electric Service Panel: Rear of House
- Feeder Wire Material: Aluminum
- Approximate Service Capacity: 125 Amps

*Approximate service capacity was based on panel rating and/or feeder wire size. No service voltage or amperage testing was performed.*

**Observed electric service meter loose, not secured to wall. This is a potential shock**



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or fire hazard and can result in feeder wires becoming disconnected. We recommend repair as necessary.



There was no anti-oxidant compound (grease) on the exposed aluminum feeder wire connections as required by TREC and many manufacturers. Antioxidant is applied to aluminum connections according to manufacturer's recommendations to prevent oxidation, electrical resistance and heat. We recommend apply antioxidant as necessary.



**The electric service (breaker) panel was manufactured by Federal Pacific. The equipment produced by this company has been associated with product defects and failure of their 120-volt and 240-volt overcurrent protection devices. Federal Pacific equipment is considered as unreliable and potentially dangerous, also the panel appears to be original equipment and is past it's expected service life of about 30 years. Although we observed no evidence of a failure of the breakers, we cannot guarantee their future performance. We recommend replace panel.**

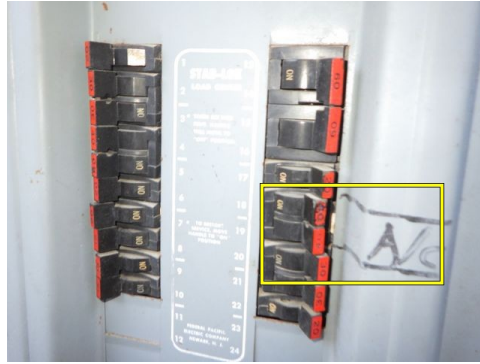
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The circuitry in the electric service panel was not properly labeled. We recommend that every circuit be identified and labeled, allowing individuals unfamiliar with the system to recognize the locations of each circuit.

One or more electrical panel cover screws were observed to be the wrong type with sharp points. We recommend replace with the correct blunt ended screws. (Sharp / pointed ends can penetrate live electrical wiring behind dead front and cause shock.)



Observed improper wire colors in electric service panel. This can be hazardous for service personnel. Breakers (hot) conductors should only be black / red, Neutral are white, grounding are bare. We recommend use caution when working in panel and mark wires inside panel when possible.

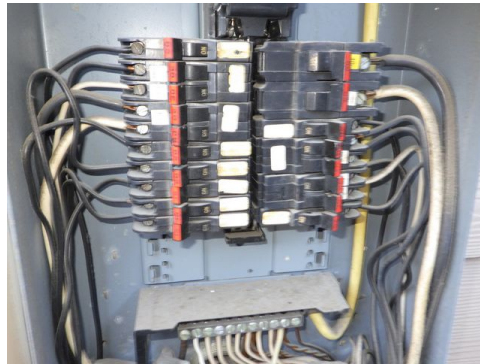
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Did not observe AFCI (Arc Fault Circuit Interrupt) device protection as required by current building standards for all: family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreations rooms, closets, hallways, or similar rooms or areas (Ref: IRC E3902.11). AFCI devices are intended to protect against fires caused by electrical arcing faults in the home's wiring. Arc faults are a common cause of residential electrical fires. Arc faults can be created by damaged, deteriorated, or worn electrical plugs, cords, and/or branch circuit conductors. This was not required at the time of construction, but for enhanced safety, we recommend upgrading.



The hot & cold metallic water piping did not appear to be properly bonded to gas piping and the house grounded service at main panel as required according to today's standards. This likely was not required at time of construction, but to minimize shock hazard in case of ground fault, we recommend install bonding connections. (Ref: IRC E3509.7)

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**B. Branch Circuits, Connected Devices, and Fixtures**

*Type of Wiring:* Copper

*Comments:*

**BRANCH WIRING:**

**There were switches and outlets loose / not enclosed in junction box in attic. We recommend these be installed and covered as required according to today's standards to prevent shock and/or fire hazard.**



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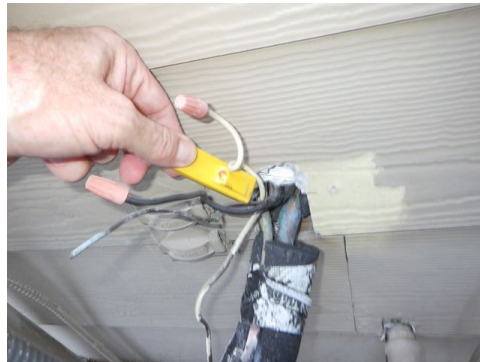
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**Observed wire improperly terminated / abandoned at rear exterior. We recommend disconnect wire from source and remove if no longer in use, or cap and enclose in an approved junction box to prevent possible shock and/or fire hazard.**



**Observed extension cord wiring was observed used improperly as permanent wiring in attic. Cord was run improperly between roof decking and rafters where it can be damaged / punctured from a roofer's nail and cause a fire or electrical short. We recommend removal.**



**FIXTURES:**

**Observed one or more lights has light diffuser / globe missing. We recommend replace.**

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Observed one or more open incandescent type light fixtures in closet which is considered a potential fire hazard by today's standards. We recommend replace bulb (LED or CFL) or fixture with approved type.



**The attic light was loose, leaving exposed wiring. We recommend repair or replace as necessary to prevent possible shock and/or fire hazard.**



The living room ceiling fan was not working. The pull-chain speed switch was loose. We recommend repair or replace as necessary.

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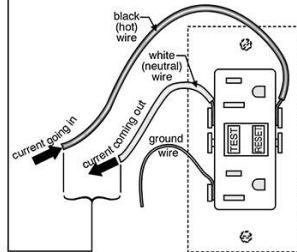
**OUTLETS:**

**GFCI protection was not observed of any outlets in wet/hazardous locations as required according to today's standards for shock prevention. Required locations include: all bathrooms, all kitchen counter top outlets, all exterior outlets. This may not have been required when constructed, but is a recognized safety hazard and in need of repair.**

**Ground fault interrupter**

the GFI circuitry within the outlet checks constantly for a difference between the current in the black and white wires if there is a difference (even as little as 5 milliamps), there is a current leak (possibly through your body) and the GFI shuts down the receptacle and other receptacles downstream

**note**  
if the GFI is in the panel, the entire circuit will be shut down



The power supply receptacle for clothes dryer is the older 3-prong type. Newer dryers with 4-prong plug will need to have cord replaced in order to operate.



**Observed outlet cover plate in laundry room and master bathroom was missing / damaged. This is a possible shock hazard. We recommend replace any missing or damaged covers.**

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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**SWITCHES:**

Switches with no obvious function were observed in attic and master bathroom. We recommend inquire with seller about the purpose of these switches.

**SMOKE AND CARBON MONOXIDE ALARMS / DETECTORS:**

**Smoke alarms were missing in bedrooms. We recommend alarms be installed in each bedroom and in area nearby outside bedrooms and at least one per level as required according to state law.**

*Note: Smoke / carbon monoxide alarms that are connected to alarm systems or automation are not operated or tested. We recommend further inspection / testing to verify operation. We do not check the function of the smoke or carbon monoxide alarms, except to push test button. Only alarms accessible (within reach without ladder) were tested. Alarms are not tested with actual smoke or carbon monoxide. Alarm over 10 years old and as little as 7 years old may begin to lose effectiveness and should be replaced. The installation of smoke alarms is required inside all bedrooms and outside within the proximity of the doors to those rooms with at least one alarm per level. The installation of carbon monoxide (CO) alarm is required in homes with fuel-fired appliance(s). We do recommend testing all smoke alarm(s) upon occupying the home for the first time. All batteries in the smoke alarm(s) that are battery powered and/or battery back up should also be changed when first occupying the home. We recommend the batteries be replaced two times a year, as well as testing the function of all smoke alarm(s) as recommended by the manufacturer. The installation of Type ABC fire extinguisher(s) at the kitchen, laundry, and garage, if applicable, is also advised. For more information, go to <http://www.cpsc.gov//PageFiles/119009/559.pdf> and <http://www.cpsc.gov/en/Safety-Education/Safety-Guides/Home/Carbon-Monoxide/>*

**OTHER ELECTRICAL ITEMS:**

*The automation / data / audio / video / telephone / alarm system wiring and components are outside the scope of this inspection and were not operated, checked or inspected.*

The doorbell is not functioning. We recommend it be repaired or replaced.

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I	NI	NP	D
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### III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

#### A. Heating Equipment

*Type of Systems:* Forced Air Furnace

*Energy Sources:* Electric

*Comments:*

The furnace appeared to be properly installed and operating normally. No service record was found at the furnace. To maximize service life we recommend the furnace be serviced and an annual service log started.

- Heating Unit:
- Approximate Year Manufactured: 2015
- Approximate BTU Input: Not Determined

#### B. Cooling Equipment

*Type of Systems:* Compressed Gas / Central Forced Air

*Comments:*

*The evaporator coil is the part of the air conditioner system in the attic where expanding refrigerant cools the coils and then the air fan blows across it. Typically the evaporator coil is enclosed in a case and is not accessible during a home inspection. The condensing unit case is not disassembled or opened, refrigerant charge is not checked or tested for leaks. The air filter should be changed regularly to allow proper airflow and keep the evaporator coil debris - free. Evaporator Coils and Condensing Unit Coils (outside) need to be regularly serviced and cleaned for proper air flow, maximum efficiency and cooling. Air conditioner temperature differentials are tested at registers / return air with an infrared thermometer. This is less definitive and may be less accurate testing than can be done by a licensed HVAC technician with specialized equipment and methods, many factors including multi stage condensing units, fresh air intake operation and filter condition can affect this test.*

- Condensing Unit:
- Approximate Year Manufactured: 2013
- Approximate Capacity: Approximately 3 tons
  
- Evaporator Coil:
- Approximate Year Manufactured: 2015



I=Inspected

NI=Not Inspected

NP=Not Present

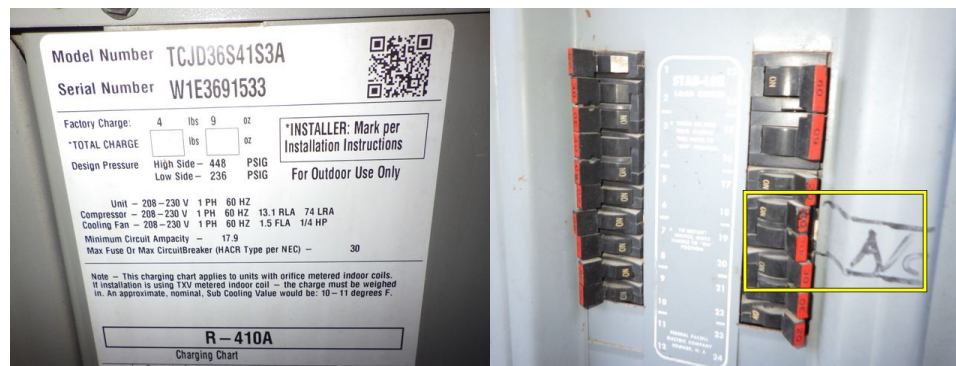
D=Deficient

I NI NP D

- Approximate Capacity: Approximately 3 tons
- Temperature Differential (Input - Output Temperature)  
 $73 - 59 = 14$

Observed air conditioner unit was cooling, but not as much as typical. Desired temperature differential (difference between input and output temperature) is 16 to 20 degrees. This can be caused by a number of factors. We recommend further inspection by a licensed HVAC technician and service as necessary.

We found breaker for the air conditioning condensing unit (40 amps) is greater than maximum allowed, noted on the unit's data plate (30 amps). In overload situation, this could damage unit and/or void warranty. We recommend the circuit be equipped with an overcurrent device rated for the present unit.



Observed evaporator coil primary drain line was improper / unapproved material (rubber hose). this may promote leakage. We recommend replace with approved material (PVC) as required according to today's standards. The primary drain line was not insulated near evaporator coil. We recommend insulating the primary condensate drain along entire length in attic to prevent condensation dripping from outside of pipe onto attic/interior surfaces. The secondary drain pan was not properly positioned below evaporator coil to catch drips. We recommend adjust pan.





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Observed gaps in insulation of air conditioning refrigerant lines at the condensing unit. We recommend that all missing insulation be replaced to increase energy efficiency and reduce condensation from dripping off of tubes.



**C. Duct Systems, Chases, and Vents**

*Comments:*

Observed dirt/debris etc inside return air chase. We recommend clean debris and seal drywall joints as required according to today's standards to minimize air infiltration.



Observed 120 volt electrical wiring improperly located in return air chase. According to today's standards (code) 120 volt wiring should not be located in, or pass through chases to minimize potential fire hazard. We recommend repair as necessary.

I=Inspected

NI=Not Inspected

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D=Deficient

I NI NP D



#### IV. PLUMBING SYSTEMS

- 

##### A. Plumbing Supply, Distribution Systems and Fixtures

*Location of water meter: At Street*

*Location of main water supply valve: Rear of House*

*Static water pressure reading: Approx. 55 PSI tested at hose bib*

*Comments:*

*The water supply piping was inspected in a visual manner only according to TREC standards of practice. The majority of water supply piping was inaccessible (inside attic / walls / foundation) and not inspected. The gas lines were not pressure tested (that can only be done by a licensed plumber). Tub overflow drains are not tested when there is no access due to possibility of causing damage to finished surfaces. If additional information about the water and gas supply system is desired, we recommend consulting a licensed plumber.*

##### WATER SUPPLY PLUMBING:

Supply Pipe Material: Galvanized

*Galvanized steel water supply and/or drain pipes were present in one or more areas. Older galvanized pipes can build up with corrosion on the inside, making the inside diameter of the pipe smaller and restricting flow. These pipes also corrode over time, which can lead to leaks. Many areas of the piping were not visible and not checked / inspected. If this is a concern, we recommend further inspection by a licensed plumber.*

I=Inspected

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NP=Not Present

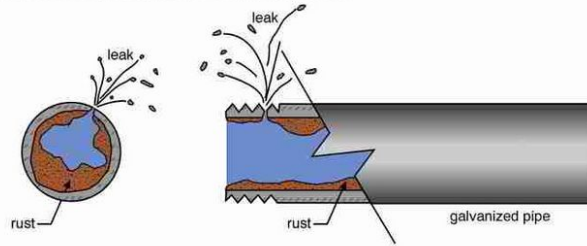
D=Deficient

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### Galvanized steel pipe

rusting of galvanized pipe can greatly reduce water pressure and will eventually cause leaks as rust creates holes in the pipe walls

problems are likely to occur soonest on pipes carrying hot water, horizontal pipes and at threaded (thinner) sections



Insulation was missing from some attic and/or exterior water supply pipe. We recommend insulate where exposed to prevent freeze damage as required according to today's standards (Ref: IRC P2603.5).



A water supply line at left side of attic over bathrooms appeared corroded indicating possible future leakage. We recommend monitor for leakage and repair as necessary.



Observed horizontal water supply lines to water heater were not sufficiently supported. This can cause the lines to make noise, or possibly sag and cause joints to leak. We recommend the supply lines be supported as required according to today's standards(Ref: IRC P2605.1).

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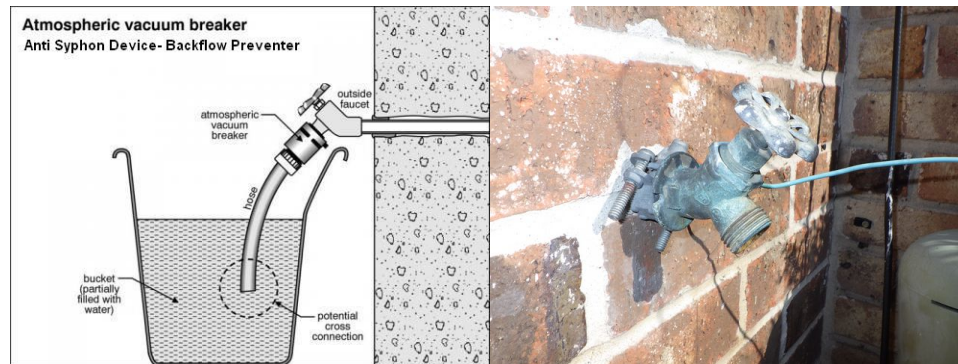
I	NI	NP	D
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**FAUCETS & FIXTURES:**

*One or more older fixtures were observed in the bathroom. They were difficult to operate and future leaking may occur. Replacement with new fixtures should be anticipated.*

Hose bibs were missing backflow preventer devices as required according to today's standards (IRC P2902.3). This is a possible hazard. We recommend install approved backflow prevention devices at all exterior hose bibs.



Both upstairs bathroom sink drain stops were missing or inoperative. We recommend repair or replace.

I=Inspected

NI=Not Inspected

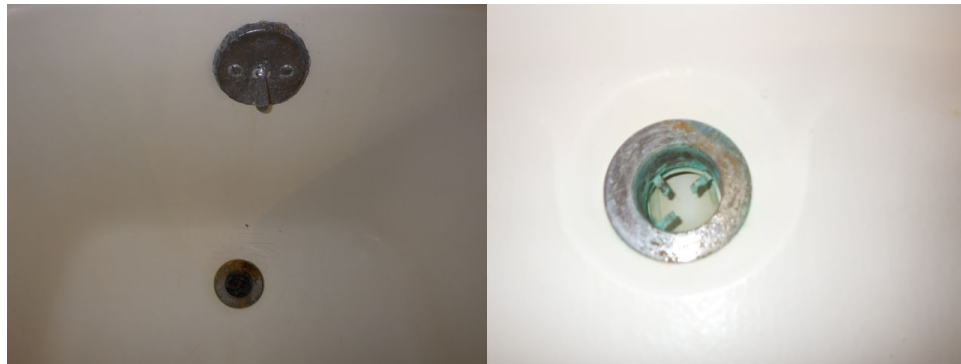
NP=Not Present

D=Deficient

I	NI	NP	D
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Both bathtub drain stops were missing or inoperative. We recommend repair or replace as necessary.



The shower diverter faucet handle in back bathroom did not hit an off stop but instead spins making it difficult to completely turn off the water. We recommend repair or replace as necessary.



Observed low water pressure at back bathroom sink faucet. We recommend repair or replace as necessary.



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D=Deficient

I	NI	NP	D
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**B. Drains, Wastes, and Vents**

*Comments:*

*The main sewer cleanout was observed in front yard..*

*The exposed and accessible drain, waste and vent lines were in serviceable condition, however, most of the drain lines were inaccessible because they were installed under the concrete slab. Laundry room floor drain and washing machine drain was not checked. Hydrostatic pressure test / camera test of sewer lines specifically excluded. If further inspection for leaks is desired, we recommend you retain the services of a Leak Detection company.*

**C. Water Heating Equipment**

*Energy Sources:* Electricity

*Capacity:* 40 gallons

*Comments:*

*Approximate Year Manufactured:* 2007

*The electric water heater does not lend itself to internal inspection. Testing electric elements is outside the scope of this inspection. When a representative number of fixtures were operated, we observed an adequate flow of hot water.*

Water heater tank should be drained yearly. This prevents the build up of minerals in the bottom of the storage tank. Minerals built up in the tank will reduce efficiency and can promote corrosion of the tank. We recommend maintenance as necessary.

The water heater temperature appears to be set too low (below 120°F). There is an increased risk of bacteria growth in the tank when water is not hot enough. We recommend consult manufacturer's recommendations for adequate minimum temperature and adjust as necessary.



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I NI NP D



There was no electrical disconnect with in sight of water heater for protection of personnel servicing unit as required according to today's standards. We recommend install disconnect to minimize shock hazard.



*The water heater was equipped with a temperature and pressure relief valve. This device is an important safety device and should not be altered or tampered with. The drain line was correctly configured and in serviceable condition. We do not attempt to operate water heater Temperature & Pressure relief valves because valve operation often times results in leakage. Manufacturer's recommend testing yearly. If the valve fails to reset and leaks, replacement is necessary. Manufacturer's recommend the valve be serviced (disassembled and inspected) or replaced every three years. If there is no record of this, we recommend it be serviced. The valve itself is inexpensive and can easily be installed.*

#### T&P Relief Valve Reinspection

Temperature and pressure relief valves should be reinspected at least once every three years by a licensed plumbing contractor or authorized inspection agency to ensure that the product has not been affected by corrosive water condition and to ensure that the valve and discharge line have not been altered or tampered with illegally. Certain naturally occurring conditions may corrode the valve or its components over time, rendering the

valve inoperative. Such conditions are not detectable unless the valve and its components are physically removed and inspected. An unauthorized person must not attempt to conduct this inspection.



Mineral build-up can render T&P Valve inoperative.



Contact a plumbing contractor for a reinspection to assure continuing safety. Failure to reinspect as directed could result in unsafe temperature or pressure build-up that can result in serious injury or death and/or severe property damage.

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I	NI	NP	D
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**D. Hydro-Massage Therapy Equipment**

*Comments:*

The hydrotherapy tub equipment was not accessible for review as required according to today's standards. Motor / Pump / Piping was not checked / inspected other than to run system. We recommend it be made accessible according to today's standards to permit inspection and servicing.



**GFI protection was not found at the hydrotherapy pump motor which is required by present standards. Whether or not this was required at the time of installation we recommend the circuit be protected with the installation of a GFI receptacle at the motor or a GFI circuit breaker in the subpanel.**

**E. Other**

*Comments:*

## V. APPLIANCES

**A. Dishwashers**

*Comments:*

The dishwasher drain line lacks a backflow preventer (air-gap or high loop) as required by present standards and necessary to prevent mixture of supply and waste water from disposal. We recommend a high loop or an approved backflow preventer be installed.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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**B. Food Waste Disposers**

*Comments:*

The disposal was missing the wiring clamp / fitting at bottom that secures power cord to casing. This can result in wiring connections being damaged and/or pulled lose exposing live wires. We recommend repair by installing wiring clamp.



**C. Range Hood and Exhaust Systems**

*Comments:*

*The kitchen exhaust fan appeared to be in serviceable condition.*

**D. Ranges, Cooktops, and Ovens**

*Comments:*

**COOKTOP:**

*The cooktop appeared to be in serviceable condition and responded to its basic controls.*

**OVEN:**

*The oven appeared to be in serviceable condition and responded to its basic controls. No attempt was made to test all functions of the oven.*

I=Inspected

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I	NI	NP	D
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**E. Microwave Ovens**

*Comments:*

**F. Mechanical Exhaust Vents and Bathroom Heaters**

*Comments:*

The downstairs and master bathroom exhaust fan cover was loose or missing. We recommend it be replaced.

The exhaust fan was unusually noisy in the master bathroom. We recommend that it be serviced or replaced to restore quieter operation.

**G. Garage Door Operators**

*Comments:*

**H. Dryer Exhaust Systems**

*Comments:*

*The accessible parts of dryer duct appeared to be in serviceable condition. The inside of the dryer duct was not visible and some pipe sections were concealed (inside walls / floors / attic, etc) and were not accessible. Clogged dryer ducts can be a fire hazard and, we recommend cleaning duct after moving in, and regularly as used.*

**I. Other**

*Comments:*

*The refrigerators and/or ice makers and related equipment were not inspected and are not included as a part of the inspection and report.*

## Summary

The Summary of Findings is a limited listing of reportable conditions discovered during our inspection that, we believe are the most significant. Reportable conditions are selected for the Summary because they may be a threat to health and safety, or because, if not attended to now, they could become much more significant very quickly, or because they could effect the habitability or enjoyment of the property. The decision(s) surrounding who is responsible for correction of the items and who will pay for these items is a matter best addressed by you and your agent and/or legal representative.

**IMPORTANT: The Summary of Findings does not contain every reportable condition observed during the inspection and it is not a substitute for the written report. We recommend you read the Summary of Findings after reading the full written report. Together, these documents will provide you with a more complete picture and a better understanding of the condition of this property.**

NOTE: It is the policy of our company to not re-inspect Summary items. We recommend that Summary items be taken care of by qualified and licensed individuals familiar with this type of work. These individuals by virtue of their licensing and expertise can warrant the repairs and/or upgrades that have been completed in a "workmanlike" manner and can also provide written guarantees.

### Health & Safety Comments

#### Roof Structures and Attics

- 1. Observed attic access stairway hinges were not properly nailed to attic framing. This may pose a hazard as stair frame may separate from ceiling framing. We recommend installing heavy nails or bolts according to manufacturer's specifications.**
- 2. The attic access stairway had significant gaps at joints that create additional stress and can reduce weight bearing capacity. This may be caused by wear, minor damage and loose hardware. We recommend repair or replace as necessary.**
- 3. Some attic floor decking was not adequately secured / supported or decking is not rated for use as flooring. This creates a hazard as flooring may move or collapse. We recommend secure or replace with approved floor decking as necessary.**

#### Doors (Interior and Exterior)

- 4. The dead bolt on front and rear exterior doors were the type that requires a key to operate from inside. This may provide more security but can be hazardous in the event of a fire. We recommend replace dead bolt(s) with the type that can be opened from inside without a key. (Ref: IRC R311.2)**



## **Stairways (Interior and Exterior)**

- 5. The spaces between stairway guardrail balusters were too large. Spacing between balusters must not allow passage of an object 4" in diameter for child safety. This may have been allowed at the time of construction, but for enhanced safety, we recommend alteration if possible. (Ref: IRC 312.2)**
- 6. Observed upper stairway was missing handrail. Stairs having 4 or more risers should have a handrail for safety according to today's standards. We recommend install as required according to today's standards.**

## **Service Entrance and Panels**

- 7. Observed electric service meter loose, not secured to wall. This is a potential shock or fire hazard and can result in feeder wires becoming disconnected. We recommend repair as necessary.**
- 8. The electric service (breaker) panel was manufactured by Federal Pacific. The equipment produced by this company has been associated with product defects and failure of their 120-volt and 240-volt overcurrent protection devices. Federal Pacific equipment is considered as unreliable and potentially dangerous, also the panel appears to be original equipment and is past it's expected service life of about 30 years. Although we observed no evidence of a failure of the breakers, we cannot guarantee their future performance. We recommend replace panel.**

## **Branch Circuits, Connected Devices, and Fixtures**

- 9. There were switches and outlets loose / not enclosed in junction box in attic. We recommend these be installed and covered as required according to today's standards to prevent shock and/or fire hazard.**
- 10. Observed wire improperly terminated / abandoned at rear exterior. We recommend disconnect wire from source and remove if no longer in use, or cap and enclose in an approved junction box to prevent possible shock and/or fire hazard.**
- 11. Observed extension cord wiring was observed used improperly as permanent wiring in attic. Cord was run improperly between roof decking and rafters where it can be damaged / punctured from a roofer's nail and cause a fire or electrical short. We recommend removal.**
- 12. The attic light was loose, leaving exposed wiring. We recommend repair or replace as necessary to prevent possible shock and/or fire hazard.**

13. **GFCI protection was not observed of any outlets in wet/hazardous locations as required according to today's standards for shock prevention. Required locations include: all bathrooms, all kitchen counter top outlets, all exterior outlets. This may not have been required when constructed, but is a recognized safety hazard and in need of repair.**

14. **Observed outlet cover plate in laundry room and master bathroom was missing / damaged. This is a possible shock hazard. We recommend replace any missing or damaged covers.**

15. **Smoke alarms were missing in bedrooms. We recommend alarms be installed in each bedroom and in area nearby outside bedrooms and at least one per level as required according to state law.**

## **Hydro-Massage Therapy Equipment**

16. **GFI protection was not found at the hydrotherapy pump motor which is required by present standards. Whether or not this was required at the time of installation we recommend the circuit be protected with the installation of a GFI receptacle at the motor or a GFI circuit breaker in the subpanel.**

## **Repair Comments**

### **Roof Structures and Attics**

17. Attic insulation was missing in some areas. Overall, coverage was inadequate according to today's standards. As an energy conservation upgrade we recommend that additional insulation be installed to meet current industry standards for comfort and energy efficiency.

18. Water stains were observed in attic at plumbing vents. We recommend seal vents above roof. (See related comment - roof flashings in in Structural Systems - Other).

### **Doors (Interior and Exterior)**

19. The back door was delaminated and had other minor damage. We recommend it be repaired / sealed to extend service life and prevent water penetration.

### **Service Entrance and Panels**

20. The circuitry in the electric service panel was not properly labeled. We recommend that every circuit be identified and labeled, allowing individuals unfamiliar with the system to recognize the locations of each circuit.

### **Cooling Equipment**

21. Observed air conditioner unit was cooling, but not as much as typical. Desired temperature differential (difference between input and output temperature) is 16 to 20 degrees. This can be caused by a number of factors. We recommend further inspection by a licensed HVAC technician and service as necessary.

22. We found breaker for the air conditioning condensing unit (40 amps) is greater than maximum allowed, noted on the unit's data plate (30 amps). In overload situation, this could damage unit and/or void warranty. We recommend the circuit be equipped with an overcurrent device rated for the present unit.

23. Observed evaporator coil primary drain line was improper / unapproved material (rubber hose). this may promote leakage. We recommend replace with approved material (PVC) as required according to today's standards. The primary drain line was not insulated near evaporator coil. We recommend insulating the primary condensate drain along entire length in attic to prevent condensation dripping from outside of pipe onto attic/interior surfaces. The secondary drain pan was not properly positioned below evaporator coil to catch drips. We recommend adjust pan.

## **Water Heating Equipment**

24. The water heater temperature appears to be set too low (below 120°F). There is an increased risk of bacteria growth in the tank when water is not hot enough. We recommend consult manufacturer's recommendations for adequate minimum temperature and adjust as necessary.

## **Dishwashers**

25. The dishwasher drain line lacks a backflow preventer (air-gap or high loop) as required by present standards and necessary to prevent mixture of supply and waste water from disposal. We recommend a high loop or an approved backflow preventer be installed.

## **Food Waste Disposers**

26. The disposal was missing the wiring clamp / fitting at bottom that secures power cord to casing. This can result in wiring connections being damaged and/or pulled lose exposing live wires. We recommend repair by installing wiring clamp.

## **Solid Home Inspections Real Estate Inspection Service Agreement**

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT PLEASE READ CAREFULLY

1. **SCOPE / STANDARDS OF THE INSPECTION:** The inspector will perform a general, visual inspection of the structure at the address listed below and provide Client(s) with a written opinion as to the apparent condition of the components and systems at the time of the inspection. The inspection will be performed in a manner consistent with the “Standard of Practice” and “Code of Ethics” of “TREC” Texas Real Estate Commission and prepare a written report of the apparent condition of the readily accessible systems and components of the Property unless otherwise indicated existing at the time of the inspection. A copy of these Standards is available at [http://www.trec.state.tx.us/inspector/rules\\_governing\\_inspectors.asp](http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp) Only systems and components that can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector will be inspected. Latent and concealed defects and deficiencies are excluded from the inspection, and Inspector is not liable for latent and concealed defects and deficiencies. Any area which is not exposed to view, concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or other things, or areas/items which have been excluded by “TREC” Texas Real Estate Commission standards and/or by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In the event that the property is a part of a condominium unit, inspection will not include any common areas covered by a joint use agreement or considered common areas.

2. **CLIENT'S DUTY:** Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) before making any repair, alteration, or replacement. Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the home. Client should seek further evaluation from licensed professionals regarding the deficiencies identified in the written report.

3. **CHANGE IN CONDITION(S):** The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes and conditions.

4. **NOT A WARRANTY:** The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. **INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAIN IN A COMPETENTLY PERFORMED HOME INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.**

5. **NOT AN APPRAISAL:** The Inspection will not include an appraisal of the value or a survey of building and/or property lines. This inspection or the inspection report may not be construed as an appraisal or survey and may not be used as such for any purpose.

6. **NOT A COMPLIANCE INSPECTION:** This inspection or inspection report is NOT a compliance inspection or certification for past or present governmental zoning, codes or regulations or homeowner's association covenants.

7. **INSURABILITY:** The inspection or inspection report does not determine whether the property is insurable. Windstorm Certificates or compliance are not checked.

8. **THIRD PARTIES AND SUBROGATION:** The inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.

9. **LIMITATION OF LEGAL ACTION:** The parties agree that any legal action must be brought within two (2) years from the date of the inspection, or will be deemed waived and forever banned.

10. **LIABILITY:** The parties agree that Solid Home Inspections and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects specified in the written report, as well as no liability for the costs of further evaluation or investigation of the defects specified in the written report. Further, the parties agree and understand that the Inspector and its employees and its agents assume no liability for the costs of repairing or replacing any of the unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system, or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the client. Client agrees that prior to taking any action, legal or otherwise Client shall: submit a written claim to Inspection Company within 10 days of the deficiency discovery to 16219 Halpren Falls Lane, Cypress TX 77429 . The written claim shall describe the suspected deficiency. Allow the Inspection Company, their agent or legal representative to perform a re-inspection of the deficiencies stated in the claim. Agree to not to disturb or repair the disputed item prior to a re-inspection except in cases where injury or subsequent property damage may occur.

11. **DISPUTES AND ARBITRATION** Any dispute, controversy, interpretation, or claim, including claims for but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under Arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall elect an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct judgment motions and enforce full discovery as a court would, as provided in state code civil procedure. The decision of the Arbitrator appointed there under shall be final and binding judgment on the award may be entered in any court of competent jurisdiction.

12. **SEVERABILITY:** If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.

13. **DAMAGES:** If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, the maximum damage that the Client can recover from the Inspection Company shall not exceed the cost of the inspection fee paid by the Client. The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.



14. **CLIENT UNDERSTANDS:** The integrity and moisture content of framing and sheathing behind finished wall coverings (exterior siding, stucco, cement stone coverings, fiber cement siding, drywall, interior bath and shower tile walls, etc) is not visible to inspect and beyond the scope of our services and is excluded within our services and is excluded within our inspection and inspection report. The lack of proper waterproofing, detailing and flashing is typically concealed and may result in water penetration behind siding resulting in water penetration and structural damage which Solid Home Inspections makes no guarantee, warranty, or implied in this inspection or inspection report.

15. **EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE:** In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for its time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday

16. **RE-INSPECTIONS:** Solid Home Inspections does not normally conduct re-inspection services. We are not in the business of certifying the workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs.

17. **LIMITATION AND EXCLUSION CLAUSE:** The Client expressly acknowledges and agrees that the following are not included in the scope of the inspection and the inspection report and further acknowledges that the Inspector makes no representations or warranties as to them. **THE FOLLOWING SYSTEMS, ITEMS, AND CONDITIONS ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION:** Systems not inspected include recreational and playground equipment, pools / hot tubs and related equipment, saunas, steam showers, landscape lighting, fountains, landscaping, cosmetic conditions of wall / floor / window covering, soiled or faded surfaces on the structure or equipment, retaining walls, underground utilities, security systems, fire detection / suppression systems, sump pumps, shower pan leak testing, intercoms, household automation systems, water purification systems, water softeners, underground storage tanks, energy efficiency measurements, motion or photo electric sensor lighting, security systems, water wells, private sewage / septic systems, buried plumbing pipes (sewer / water / gas), plumbing overflow drains, HVAC ultraviolet systems / humidifiers, heat pump systems, solar water heating systems, solar electric systems, furnace heat exchangers, wood burning stoves, landscape irrigation systems, central vacuum systems, telephone / internet / cable TV systems, TV antennae, lightning arrestors, surge protectors, EIFS stucco, manufactured stone veneer, wood fiber siding, flues or chimneys, fireplace drafting, circuit breaker operation, boundaries egress and ingress, quality of materials, adequacy of electric supply, non built in appliances, security locks and devices, thermostats, timers and gauges, Low-E window coatings, double pane glass vapor seals, compliance with manufacturer specifications / recalls, or design and architectural problems. **ENVIRONMENTAL HAZARDS OR OTHER CONDITIONS NOT CHECKED** include but are not limited to: indoor air quality / electromagnetic fields / formaldehyde / lead paint / asbestos / radon / mold / fungi / other toxic or flammable materials, noise pollution, fault lines / earthquake hazard, presence of or damage / injury caused by Chinese (sulfurous corrosive) drywall, flood plain certification, soil liquefaction, sink hole potential, pest infestation, latent and concealed defects, hidden water leaks. Client understands that these systems, items, and conditions, are excepted and excluded from this inspection and Inspection report. Any general comments about these systems, items, and conditions of the written report are informal only and **DO NOT REPRESENT AN INSPECTION.**

18. **MISCELLANEOUS:** Solid Home Inspections may accept a fee and or valuable consideration from a pest control inspection company or other independent contractors in this real estate transaction to compensate for administrative / scheduling services. Client, their representative, or others participation shall be at his/her own risk for falls, injuries, property damage, etc. We reserve the right to refuse service to anyone for any reason.

19. This Agreement, including the terms and conditions on all pages, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties.